

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF
DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

BOYO DIVISION

NJINIKOM COUNCIL INTERNAL
TENDERS BOARD
P.O BOX 01, NJINIKOM
TEL: 677669400/677323293/670294650



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA
DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

COMMISSION INTERNE DE
PASSATION DES MARCHES
PUBLICS DE LA COMMUNE DE
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NJINIKOM COUNCIL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER
NO. 07/ONIT/MINDDEVEL/NC/NCITB/PIB/2024 OF 16/2/2024

REHABILITATION OF ROAD SECTION TO GBPS ANTENILAH, IN
NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH
WEST REGION

PROJECT OWNER: THE MAYOR NJINIKOM COUNCIL

FINANCING: MINDDEVEL PUBLIC INVESTMENT BUDGET (PIB) – 2024

BUDGET HEAD	58 27 100 02 641644 464211 821
AUTH.	IZ03431
PROJECT COST	37,000,000 FCFA
BID BON	740,000 FCFA
TENDER FEE	72,000 FCFA
FINANCIAL YEAR	2024
DURATION	03 MONTHS

TABLE OF CONTENTS

- Document No. 1: Tender notice
- Document No. 2: General Regulations of the invitation to tender
- Document No. 3: Special Regulations of the invitation to tender
- Document No. 4: Special Administrative Conditions
- Document No. 5: Special Technical Conditions
- Document No. 6: Schedule of unit prices
- Document No. 7: Bill of quantities and estimates
- Document No. 8: The sub-detail of prices
- Document No. 9: Model contract
- Document No. 10: Model documents to be used by bidders
- Document No. 11: Justifications of preliminary studies
- Document No. 12: List of banking establishments and financial bodies authorised to
issue bonds for public contracts

Document No. 1
Tender Notice

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TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
NO. 07/ONIT/MINDDEVEL/NC/NCITB/PIB/2024 OF 16/2/2024

FOR THE REHABILITATION OF ROAD SECTION TO GBPS
ANTENILAH, IN NJINIKOM MUNICIPALITY, BOYO DIVISION
OF THE NORTH WEST REGION.

Financing: MINDDEVEL Public Investment Budget of 2024

Subject of the invitation to tender: Within the framework of 2024 Investment Budget, the Mayor NJINIKOM Council hereby launches an Open National Invitation to tender by Emergency procedure NO. 07/ONIT/MINDDEVEL/NC/NCITB/PIB/2024 OF 16/2/2024 FOR THE REHABILITATION OF ROAD SECTION TO GBPS ANTENILAH, IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION

1. Nature of work:

Work to be done consists of preparatory works, construction of retaining walls, stone retaining walls in aluminium nets, installation of 50mm metallic ring guard rails, concreting of the stream bed, backfilling of retaining walls, drainage works, planting of aesthetical trees etc.

2. Execution deadline

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this invitation to tender is **three (03) calendar months**

3. Estimated cost

The estimated cost after preliminary studies is **37 000 000 (thirty-seven million) CFA Francs.**

4. Participation and origin

Participation to this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and not excluded by ARMP

5. Financing

Works which form the subject of this invitation to tender shall be financed by the 2024 Public Investment Budget of the Ministry of Decentralisation of Local Dev't.

6. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **740 000 CFA (seven hundred and forty thousand) CFA Francs**, valid for thirty (30) days beyond the date of validity of bids. As per article 90 (9) of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond.

7. Consultation of Tender File:

The file may be consulted during working hours at the Mayor's Secretariat of the NJINIKOM Council, Telephone NO (237) 670294650 as soon as this notice is published.

8. Acquisition of tender file:

The file may be obtained from the Mayor's Secretariat of the NJINIKOM Council, Telephone NO (237) 670294650 as soon as this notice is published against payment of the sum of 72,000 CFA francs, payable at the Njinikom Council Municipal Treasury, representing the cost of purchasing the tender file.

9. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies should reach the Njinikom Council not later than 19/3/2024 at 10 AM local time and should carry the inscription:

TO THE PROJECT OWNER
«OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE NO. 07/ONIT/MINDDEVEL/NC/NCITB/PIB/2024 OF 162/2024 FOR THE REHABILITATION OF ROAD SECTION TO GBPS ANTENILAH, IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION»

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

10. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of LAUNCHING OF THE TENDERS or may be established after the signature of the tender notice

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

11. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the 19/3/2024 at 11 A.M. local time, at the Conference hall of Njinikom Council by the Njinikom Council Internal Tenders' Board. Only bidders may attend or be represented by duly mandated persons of their choice.

12. 14. Evaluation criteria

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

A. Eliminatory criteria

- **Outright elimination during the opening session of the bids**
 1. Absence of the bid bond
- **Elimination during the evaluation of bids by the adhoc committee**
 2. Absence or non-conformity of an element in the administrative file;
 3. Deadline for delivery higher than prescribed;
 4. False declaration or falsified documents;
 5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
 6. Incomplete financial file;
 7. Change of quantity or unit of the Tender file in the financial bid;
 8. 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 the said document else it will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

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;
9. Special Technical Clauses initialed in all the pages;
10. Special Administrative Clauses completed and initialed in all the pages.

These essential criteria are subject to lower limits, the details of which are spelled out in the Special Regulations of the invitation to tender

13. Award

This evaluation will be done in 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.

Pursuant to justification by bidder, unconvincing abnormally low costing will not be accepted spelled out in the Special Regulations of the invitation to tender of this consultation.

14. Validity of bids

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

15. 1 Complementary information

Complementary technical information may be obtained during working hours at the Mayor's Secretariat of the Njinikom Council Telephone N° (237) 670294650

Done at Njinikom on the, **16 FEB 2024**
THE MAYOR NJINIKOM COUNCIL

Copies:

- MINMAP
- MINDDEVEL
- MINDDEVEL
- ARMP
- Contracting Entity
- Chairperson of TB
- Notice Boards



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AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT (PROCEDURE D'URGENCE)

N° 07/ONIT/MINDDEVEL/NC/NCITB/PIB/2024 DU 16/2/2024
POUR LES TRAVAUX DE REHABILITATION DE SECTION DE ROUTE ANTENILAH LA
MUNICIPALITE DE NJINIKOM, DEPARTEMENT DE LA BOYO REGION DU NORD OUEST
Financement : MINDDEVEL D'INVESTISSEMENT PUBLIC (BIP MINDDEVEL) - EXERCICE 2024

1. Objet de l'Appel d'Offres

Dans le cadre de l'exercice budgétaire 2024, Monsieur le Maire de la commune de Njinikom, Maître d'Ouvrage et autorité contractante lance un Appel d'Offres National Ouvert par un procès d'urgence N° 07/ONIT/MINDDEVEL/NC/NCITB/PIB/2024 DU 16/2/2024

POUR LES TRAVAUX DE REHABILITATION DE SECTION DE ROUTE ANTENILAH DANS LA MUNICIPALITE DE NJINIKOM, DEPARTEMENT DE LA BOYO REGION DU NORD OUEST

2. Consistance des travaux

Les travaux comprennent notamment les travaux de construction D'un mur a béton et de l'entretien général d'assainissement

3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **trois (03) mois calendaires et court à compter de la date de notification de l'ordre de service de démarrage des travaux.**

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de vingt-sept million (37 000 000) de Francs CFA

5. Participation et origine

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

6. Financement

Les travaux objet du présent appel d'offres sont financés par le budget d'investissement public du MINDDEL de l'exercice 2024.

7. Cautionnement de soumission

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances

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

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.

Pursuant to justification by bidder, bids with unconvincing abnormally low costing will be rejected by the Project Owner as proposed by the Tenders Board.

Prior to this reject, the bidder must have been requested to produce written justification(s) and that these justifications have been appreciated to be unconvincing.

These justifications will concern amongst others

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

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

ARTICLE 16: COMMENCEMENT OF WORK:

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

**DOCUMENT No. 5: SPECIAL ADMINISTRATIVE
CONDITIONS
(SAC)**

Table of contents

Chapter I: General

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

Chapter II: Financial conditions

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

Chapter III: Execution of the works

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

Chapter IV: Acceptance

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

Chapter V: Miscellaneous provisions

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

Chapter I: General

Article 1: Subject of contract

The subject of this contract shall be THE REHABILITATION OF ROAD SECTION TO GBPS ANTENILAH, IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION BY (MINDDEVEL DECENTRALISED CREDITS –2024 PROGRAM

Article 2: Contract award procedure

This contract shall be awarded by OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° ____/ONIT/MINDDEVEL/NC/NCITB/2024 OF ____/____/2024

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor NJINIKOM Council**
He 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 Public Contracts regulation.
- The Contract Manager shall be the secretary General of the Njinikom Council who shall represent the Project Owner in all the levels of the project notably by ensuring the respect of the administrative, technical and financial conditions and contractual deadlines
- The Contract Engineer shall be the **Divisional Delegate of Public Works for Boyo** hereinafter referred to as the Engineer.
- The Project **Owner is the Mayor NJINIKOM Council**. He represents the beneficiary administration of the works.
- The Project Manager shall be at the same time the: **Divisional Delegate of Public Works for Boyo**. 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 Service in charge of ensuring the effectiveness of the execution of works shall be the **Divisional Delegate of Public Contracts for Boyo**.
- **The CDO of Njinikom council shall be in charge of the day-to-day follow up works**
- The contractor shall be [to be specified].

3.2 Security

This contract may be used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be *the Mayor Njinikom Council*
- The authority in charge of the clearance of expenditures shall be *the Divisional Controller of Finance*
- The body or official in charge of payment shall be *the Municipal Treasurer Njinikom Council*.
- The official competent to furnish information within the context of execution of this contract shall be *the Project Owner (Mayor Njinikom Council)*.

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 and the other stake holders of the project:

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

Article 4: Language, applicable law and regulation

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

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

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

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

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

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

Article 6: General instruments in force

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

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2018/366 OF 20 June 2018, to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;

10. Letter No; 00908/MINDDEVEL/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
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:
 - a) 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;
 - b) In the case where the Project Owner is the addressee:
Sir/Madam_____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
 - c) In the case where the Contracting Authority is:
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 or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified

by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.

- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

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

- 9.1 [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 45 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 (see Art. 20)

[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) _____ cfa (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 unforeseens.

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

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

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

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

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

Article 20: Advances (article 28 of the GAC)

20.1 The Contracting Authority 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 Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment. This sheet shall be based on the certification of the various tasks jointly established by the contractor and the Project Manager

21.2 Monthly detailed account

Every month of during a periodic sequence established by contractor and representative of the project owner, the contractor shall hand over to the Contract Engineer two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as 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:

- [100-2.2 and/or - (5.5 or 15%)] paid directly into the account of the contractor;
- 2.2 % 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 the Municipal Treasurer Njinikom Council 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. 2004/275 of 24 September 2004 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 shall be set as follows:

- a) One two thousandth ($1/2000^{\text{th}}$) 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 ($1/1000^{\text{th}}$) 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)

Work to be done consists of preparatory works, opening and grading of part of the road works, drainage works.

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 **ninety (90) 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 45 of GAC)

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

- Liability insurance, business manager;
- Comprehensive insurance of the site;
- 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 [six (6)] 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 reception with:

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

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

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

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

b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.

c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.
- 35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

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

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.

- Control Engineer,
- Contractor.

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

42.2 Acceptance

The acceptance commission shall comprise:

- ❖ The Representation of the contracting authority.....(chairperson)
- ❖ The Contract Manager (Secretary General of the council).....(member)
- ❖ The Divisional Delegate of MINMAP or his representative; (member)
- ❖ DD MINDDEVEL BOYO(MEMBER)
- ❖ The Divisional Delegate of MINDDEVEL(secretary)
- ❖ The CDO Njinikom Council(MEMBER)
- ❖ The Stores Accountant of Njinikom Council(member)
- ❖ Beneficiary community(member)
- ❖ The contractor.....(member)

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

However, the report (process - verbal) shall be valid if two third (2/3) of the members including the chairperson append their signatures.

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

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

N/B: Where the case may be, 2/3 of the members of the committee shall constitute a quorum. The minutes of the above process must mention clearly that the process took place in the presence of MINMAP as an OBSERVER, stating his name, function and grade. The representative of MINMAP shall not sign the attendance sheet but shall sign a separate page attached to the minutes.

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

Article 43: GUARANTEE PERIOD.

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

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

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

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

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

Chapter V: Sundry provisions

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

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

- dead of the contractor
- bankruptcy of the contractor

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

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

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

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

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

[Twenty (20)] 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. 6:
Special Technical Conditions
(STC)**

TECHNICAL SPECIFICATIONS

Purpose of these Special Technical Conditions

These Special Technical Conditions concern the **FOR REHABILITATION OF ROAD SECTION TO GBPS ANTENILAH, IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION**

These special technical conditions are established with reference to the General Technical Conditions (GTC)

1) TM001 - Site installation

Description of Works

These works consist of the mobilisation of materials and personnel, the realization of geotechnical and technical studies for the project as well as the performance program and final report, the construction of a hut for site meeting, Etc...

2) Project information sign post

Description of works

This consist of fabricating information boards in wood, the supply to the sites at the extremes of the various roads so as to furnish the populations with all information concerning the project.
The boards will carry the following information:

Project	FOR THE REHABILITATION OF ROAD SECTION TO GBPS ANTENILAH, IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION
Project Owner /Contracting Authority	Mayor Njinikom Council
Funding body	PIB – MINDDEVEL Public Investment Budget 2024
Chief of service	Secretary General Njinikom Council
Contract Engineer /Project Manager	Div. Del. P. Works-Boyo
Contractor	To precise
Duration of the contract	Three (03) months

3) TM002 - Mobilization and folding up of equipment

Description of works

This task consists of the mobilization of equipment to the site through a loader and at the end of the works the folding up of the equipment by same means and the realization of all the works necessary to re-establish the lieu to their initial state.

4) TM101 - BUSH CUTTING

Description of works

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

Mode of execution of works

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

5) TM108 - Fill with good laterite from borrow pit including disposing of spoil, moulding of the carriage way, cleaning and creation of ditches and offshoots (width of the road will be 5m)

Description of works

This involves realization of the technical bloc and the linking to the existing carriage way (road)

These works shall be executed mechanically and manually with material extracted from a borrow pit approved by the project manager. The soil used for the fill shall present the following characteristics:

• CBR at 95% of OPM after four days of immersion			≥ 40
• Maximum dry density at 95% OPM (T/M ³)			≥ 1,8
• Plasticity index(IP)			≤ 25
• Percentage of fine grains<0.08mm	F		5≤F≤30
• Module of plasticity		F.I.P	<500
• Linear inflation	%		<1
• Maximum diameter of grains		mm	40
• % passing through a sieve of 10mm		<10	35 – 90
• % passing through a sieve of 5mm		<5	20 – 60
• Residue at a sieve of 2mm		>2	10 – 40

The selected material from the borrow pit shall be laid on a trench and plat form previously shaped and compacted at a dry density of at least 90% OPM. The material shall be laid in horizontal layers of 20cm thick and having a water content equal to that of OPM before compaction (±2%). The fill is compacted methodically up to 95% of the dry density of OPM. The rate of compaction shall be verified in -situ with a membrane densitometer at every 1000m². A sample compaction test shall be carried out to determine of passes necessary to obtain the required compaction rate.

6) TM111 - Simple grading including enlargement of the existing carriage of 4m to 5m and excluding the creation of ditches and offshoots

Description of works

This consists of simple mechanized grading of the wearing course or platform without scarification or compaction, total removal of vegetation on the road surface. It includes the removal of all material slowing or blocking the smooth flow of water from the road surface to the gutters like soil deposits, stones, sand, rocky blocs, vegetable debris etc.

Mode of execution of works

These works consist of the scrapping of the shoulders of the road 1.5m each which is elevated relative to the carriage which and is reduced to a foot track and the leveling of the undulated shoulders,

This task comprises notably the simple mechanized grading of the wearing course to give a camber of 2% . These works include following :

- off rooting of every vegetation existing on the shoulders in question;
- removal of all roofs and stumps eventually;
- scraping of the existing shoulder to give it a plat form so as to later on give by grading the carriage way the applicable typical transversal slope;
- the removal of materials resulting from the scraping no matter their thickness so as give the existing carriage and the shoulder same level.
- freeing of the shoulder of all obstacles;
- evacuation of all vegetable soil, the materials resulting from these works to a dump area as will be indicated by the project manager no matter the distance of transport;
- Molding and compaction of the platform (TM110)
- All contingencies related to the respect of environmental prescriptions;
- And all other contingencies.

8) TM114a – Mechanical or manual creation of earth ditches and offshoots

Description of works:

This involves the creation of earth ditches mechanically or manually where need arises. This shall be manually in rocky zones and mechanically elsewhere.

Mode of execution of works

The creation shall be done with a grader or manually to restore the original characteristics of the ditch (a V gutter of 100cm wide and 50-60cm deep). The unwanted material removed shall be discarded away from the road surface.

Manual creation shall be carried out by teams of personnel recruited from the community and equipped with the necessary tools (jumpers, spades, wheel barrows, cutlasses etc). The personnel shall also be equipped with personal protective material (boots, helmets, etc) to safeguard their health).

9) TM308a - Supply and putting in place of reinforced concrete ring culvert Ø800mm including the the support in RC

Description of works

This consists of the supply and putting in place of RC ring culverts

This task comprises notably the:

- supply and the transport of metallic ring culvert elements, accessories and necessary tools for their assembly to the site;
 - setting out of the culvert passage;
 - putting in place eventually of a temporary passage;
 - excavation of the trench for the culvert, upstream and downstream as long as will enable the free flow of runoff into and out of the culvert on all type of terrain and the evacuation of the products issued from the excavation to a place indicated by the project manager;
 - shaping and sloping the bed of the culvert
 - evacuation of the spoil
 - assembling of these elements in a zigzag manner according to the prescribed lengths per passage;
 - application of anti rust to the culvert elements before assemble;
 - realization of the technical bloc (supply and putting in place of laterite of good quality) with culvert cover equal to $\varnothing/2 + 10$ cm at least, (\varnothing diameter of the culvert),
 - execution of all contingencies related to the putting in place of the culvert and to all measures to be taken to prevent differential settlement of the culvert passage;
 - opening of the trench upstream and downstream as long as possible for a free flow of water;
 - execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;
 - linking of the technical bloc to the existing road with laterite with slopes less than 4%;
- And all other contingencies.

Mode of execution of works

The works shall be done manually for the excavation, the disposal of spoil, compaction of the base of the culvert as well as the fill around the assembled culvert will be done in layers of 20cm thick (compacted).

The unwanted material removed shall be discarded away from the road surface.

No insertion of the culvert into a trenches dimensioned for the size of the assembled ring so as to avoid fill and compaction will be accepted

10) TM309a & TM310a - Culvert chamber and head for the R.C. ring culvert Ø 800 mm in stone masonry

Description of works

These works consist of the construction of a culvert chamber or head in stone masonry as per the plans annexed to this performance program.

This task comprises notably the:

- supply including the transport to the site of materials (stones, cement, sand, gravel etc) and the necessary tools for the works;
 - setting out of the culvert chamber;
 - excavation no matter the nature of the terrain and the evacuation of the spoil issued no matter the distance of transport;
 - fabrication of mortar dosed at 400 kg of cement per cubic meter and the shaping of the stones and the elevation including the 'humidification of the stones, and the bonding and pointing of the stones;
 - backfilling, the compaction and all drainage into the trench of the culvert upstream and downstream;
 - execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;
- And all other contingencies.

Mode of execution of works

The creation shall be done exclusively manually (excavation, shaping of stones, humidification, elevation, bonding, pointing, backfilling and the disposal of spoil)

Dimensions of the chamber and head. Comply with plans annexed

11) TM601 - Construction of rain gates

This consists of the supply and putting in place of rain gates using I-BEAM 200 for the standing poles with three standing poles providing space for light vehicles the width of which will be specified by the Contract Engineer and on the execution plans. A horizontal pipe will be anchored to one of the extreme standing I-BEAM to form a pivot such that the pipe can be locked on the central I-BEAM. Therefore provision will be made at the central beam for the locking and opening of the gate.

12) TM602 -Provision for relocation of utilities (water supply network pipes)

This consists of indentifying the positions of pipes along the road alongside the village water management committee chair or his duly mandated representative and causing this committee through his chair to free the pipes or any other accessories from the right of way of the road for works to be executed. The chairperson will jointly with the contractor, the Contract Engineer evaluate the works to be executed and materials plus labour will be provided by the contractor for the works that will be realised by the water committee against justifications. These expenses will be majorated by the indirect charges of the enterprise for her payment.

13) SAFETY AND ENVIRONMENTAL PROTECTION

Safety measures shall be put in place to safeguard the health of the workers. They shall be equipped with personal protective equipment like helmets, boots, gloves, goggles, rain coats etc. a first aid box shall be provided on the site to render first aid services in case of any accident. Before the start of each task, workers shall be reminded of the potential hazards associated to that task and the safety measures to be taken to avoid possible accidents. Working points shall be well signalized to road users using sign boards placed at adequate positions that can be visible to everybody.

Every area from which soil is to be extracted shall be covered with vegetative soil at the end of the job to facilitate the growth of vegetation and to avoid erosion.

Document No. 7:
Schedule of unit prices

UNIT PRICE SCHEDULE FOR THE REHABILITATION OF ROAD SECTION TO GBPS ANTENILAH

S/N	DESCRIPTION	UNIT	QTY		AMOUNT
100	PRELIMINARY WORKS				
101	Documentation	ff	1		
102	Environmental impact notice	ff	1		
103	Preparation of site / studies	ff	1		
	Sun total preliminary works				
200	Construction of masonry retaining wall				
201	Stone retaining wall pile in alluminium wire net	M3	258,5		
202	Filling the base with dry parked stones	M3	80		
203	Putting in place diamenter 50mm metallic guard rails	ml	12		
	Sub total				
300	Box culvert 7m / U gutter 6m				
301	Excavation of trench	ml	13		
302	Concreting with 400fe R, C (0,8x1m)	ml	13		
	Sub total				
400	Earth works				
401	Excavation	sum	1		
402	Backfilling of part of the land above	M3	720		
	Sub total				
500	Environmental mitigation measures				
501	Planting of ornamental trees	sum	1		
502	Drainage round the culvert	sum	1		
503	Folding up				
	Sub total				
	TOTAL				
	VAT	19.25%			
	TOTAL + VAT				
	AIR	2.20%			
	NET PAYABLE				

Document No. 8:
FORMAT Bill of quantities and
estimates

**BILL OF QUANTITIES AND COST ESTIMATE FOR THE REHABILITATION OF ROAD SECTION
TO GBPS ANTENILAH**

S/N	DESCRIPTION	UNIT	QTY		AMOUNT
100	PRELIMINARY WORKS				
101	Documentation	ff	1		
102	Environmental impact notice	ff	1		
103	Preparation of site / studies	ff	1		
	Sub total preliminary works				
200	Construction of masonry retaining wall				
201	Stone retaining wall pile in alluminium wire net	M3	258,5		
202	Filling the base with dry parked stones	M3	80		
203	Putting in place diamenter 50mm metallic guard rails	ml	12		
	Sub total				
300	Box culvert 7m / U gutter 6m				
301	Excavation of trench	ml	13		
302	Concreting with 400fe R, C (0,8x1m)	ml	13		
	Sub total				
400	Earth works				
401	Excavation	sum	1		
402	Backfilling of part of the land above	M3	720		
	Sub total				
500	Environmental mitigation measures				
501	Planting of ornamental trees	sum	1		
502	Drainage round the culvert	sum	1		
503	Folding up				
	Sub total				
	TOTAL				
	VAT	19.25%			
	TOTAL + VAT				
	AIR	2.20%			
	NET PAYABLE				

This present estimate is closed at the sum of
FCFA all taxes included.

Document No. 9:
Schedule of sub-detail of prices

Format Schedule of sub-detail of prices

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

Document No. 10:
Model contract

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF
DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

BOYO DIVISION

NJINIKOM COUNCIL INTERNAL
TENDERS BOARD
P.O BOX 01, NJINIKOM
TEL: 677669400/677323293/670294650



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA
DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

COMMISSION INTERNE DE
PASSATION DES MARCHES
PUBLICS DE LA COMMUNE DE

NJINIKOM
B.P 01, NJINIKOM
TEL: 677669400/677323293/670294650

JOBGING ORDER N°
AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY
PROCEDURE N° _____ OF _____/2024 FOR THE

Project Owner [Indicate name and full address]

HOLDER : [indicate name and full address of holder]

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

Business Registry No. _____ at
Taxpayer's No. _____

SUBJECT : Execution of _____ works;
Lot No. _____; Network _____

PLACE : Region _____

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : [indicate the source of financing]

BUDGET HEAD : [to be completed]

SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

Between:

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

On the one hand,

And

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

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

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of **JOBING ORDER N° _____**
AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° _____
OF FOR THE _____

With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (_____) months

Amount of contract in CFA F:

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

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

Document No. 11:
Forms and models to be used by
bidders

Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

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

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule

Annex No. 7: Evaluation grid

Annex No. 8: Attestation of site visite

Annex No. 1: Model tender

I, the undersigned _____ *[indicate the name and capacity of signatory]*

Representing the _____ company or enterprise or group with head office
at _____ registered in the trade register of _____ under the number
No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including
the addendum (addenda): the invitation to tender *[recall the subject of the invitation to tender]*

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____ *[in figures and words]* CFA francs exclusive of VAT and at _____ CFA francs Inclusive of all Taxes. *[In figures and words]*.
- I pledge to execute the works within a deadline of months.
- I pledge to maintain my bid for *[indicate duration of validity, in principle 90 days for national invitations to tender 120 days for international invitations to tender]* from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

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

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

Done at on

ANNEX No. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

Annex No. 3: Model final bond

Bank:

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner and his address]* Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ *[name and address of Contractor]*, hereafter referred to as "the Contractor", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the works]*.

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

We, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Contractor has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of _____ *[in figures and words]*.

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

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment made by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

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

Signed and authenticated by the bank at _____ *on* _____

[Signature of the bank]

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

Bank: reference, address _____

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

(the beneficiary)

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 5: Model of performance bond (Retention fund)

Bank: _____

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner]*
[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

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

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

Whereas we have agreed to provide the Contractor with this guarantee,
We, _____ *[name and address of the bank]*,
Represented by _____ *[names of signatories]* and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of _____
[in figures and letters] corresponding to *[percentage below 10 % to be specified]* of the contract price.

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

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

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

Any request for payment made by the Project Owner by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

Document No. 12: Preliminary studies

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

Note on preliminary studies

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

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

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

Annex No. 7: Justification of preliminary studies

1. Attach the preliminary studies.
2. Indicate
 - 2.1. The date studies were carried out;
 - 2.2. The name of the public or private Project Manager
 - 2.3. References of the contract, if Private Manager carried it out;
 - 2.4. If maintenance works
 - 2.4.1 Description of the studies;
 - 2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
 - 2.5 Rehabilitation or new works
 - 2.5.1 Are quantities in the quotations the same as those of the studies?
 - 2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
 - 2.5.3 Attach the said studies.

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

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

Document No. 13:
List of banking establishments and financial bodies
authorised to issue bonds for public contracts

I- BANKS

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

II- Insurancecompanies

14. Chanas Insurance;
15. Activa Insurance
16. Zenith insurance
17. Beneficial life Insurance

ANNEX 7: EVALUATION GRID

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 NJINIKOM Municipal treasury (50,000 fcfa)
A.6	A bid bond of 540 500 FCFA 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.
A.13	An Attestation of site visit signed by the Contractor, the authorizing officer
A.14	Power of attorney authorizing signatory to engage the enterprise in the Tender

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

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

B.1	General presentation of the tender files			
	<ul style="list-style-type: none"> -Document slotted or spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender 			
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS			
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. And proof of execution of 02 projects of at least 20,000,000 fcfa over the past 05 years.			
	1 st Reference			
	2 nd Reference			
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF			
B.3.1	01 works supervisor (at least HND or equivalent certificate)			
.	Qualification of the works supervisor: (Senior Technician certificate in Civil or Rural Engineering (BAC +2)			
.	Professional experience of the project engineer ≥ 03 years (signed CV)			
.	<ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ certified ID dated 			

	<ul style="list-style-type: none"> ➤ presentation of originals dated ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate 		
B.3.2	01 Site foreman(Civil Engineering BAC)		
	Qualification of the Site foreman: (Technical certificate in Building (BAC F4 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, ➤ certified ID dated ➤ presentation of originals dated ➤ 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	Proof of ownership or rental of a pick-up or other vans		
B.5.2	Proof of ownership or rental of a dump truck		
B.5.3	Proof of ownership or rental of a grader		
B.5.4	Proof of ownership or rental of a bulldozer		
B.5.5	Proof of ownership or rental of a compactor		
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. = 27,000,000		
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

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

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

Eliminatory criteria

- **Outright elimination during the opening session of the bids**
- 1. **Absence of the bid bon**
- **Elimination during the evaluation of bids by the Adhoc committee**
- 2. Absence or non-conformity of an element in the administrative file
- 3. Deadline for delivery higher than prescribed;
- 4. False declaration or falsified documents;
- 5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 6. Incomplete financial file;
- 7. Change of quantity or unit of the Tender file in the financial bid;
- 8. 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 fourty eight (48) hours to produce or replace said document else will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

C. Essential criteria

1. General presentation of the tender files;
2. Financial capacity of 25% of the project cost;
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 justified by site pictures;
9. Special Technical Clauses initialed in all the pages; signed and stamped on the last page.
10. Special Administrative Clauses completed and initialed in all the pages.

11. Main qualification criteria

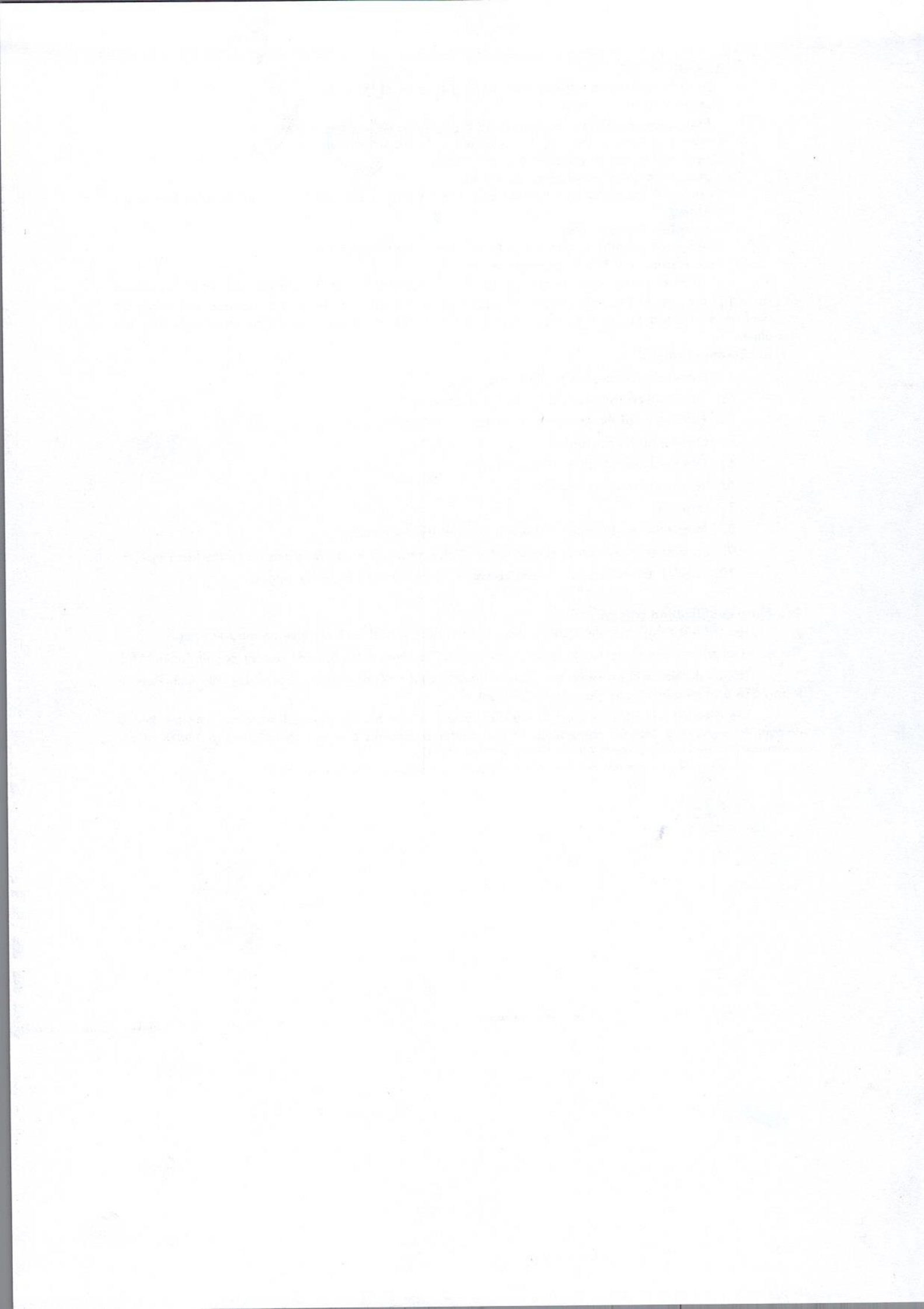
The criteria relating to the qualification of candidates could be indicative on the following:

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

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

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

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



Code	NATURE DE LA PRESENTE PIECE	DESTINATAIRE	B.P.
Code	NATURE OF PRESENT VOUCHER	ADDRESSEE	P.O.Box
***	INFORMATION AUTORISATION CREDIT	MINDDEL COMMUNE DE NJINIKOM	
	05/02/2024	Transferts aux communes	~
SERVICE Department	NUMERO DE L'ACTE RECORD NUMBER	IMPUTATION CHARGE	MONTANT AMOUNT
2004	AUTORISATION DE DEPENSE	Détails :	37 000 000
58 27 100 02 641644 464211 821			37 000 000
OPERATION 5827100143 - REHABILITATION DE LA SECTION DES ROUTES VERS GBPS ANTENILAH GESTIONNAIRE MAIRE TYPE OPERATION 523511 - Infrastructures routières			

DIRECTION GENERALE DU BUDGET
LAUTORISATION DE DEPENSE DESIGNEE CI-DESSUS VOUS A ETE ATTRIBUEE
POSTE COMPTABLE ASSIGNATAIRE
C549 - Commune de Njinikom

Compte n° Account n°		Etablissement Name		Agence Branch		Ville Town	
Mode de règlement demandé Manner of payment		BARRER EN CROIX LA CASE INUTILE CROSS OUT WHERE INAPPLICABLE		BARRER EN CROIX LA CASE INUTILE CROSS OUT WHERE INAPPLICABLE		BARRER EN CROIX LA CASE INUTILE CROSS OUT WHERE INAPPLICABLE	
Y AURA - T-IL D'AUTRES REGLÈMENTS ? WILL THERE BE ANY OTHER PAYMENTS ?		NON NO		0 0		0 0	
Si l'acte a suivi son cours normal : barrer la case 0 If the operation has been normally executed cross out the space marked 0 Si l'acte doit être annulé : barrer la case 1 If the operation has been cancelled cross out the space marked 1		Confirmation 1		Annulation 0		Cancellation 0	
REFERENCE DE LA FACTURE REFERENCE OF INVOICE		MONTANT LIQUIDE OU ANNULÉ AMOUNT IN CASH OR CANCELED		MONTANT AMOUNT		FRANCIS CFA	
Nom de l'autorité accréditée : Name of accredited authority :		Visa comptable assinateur. - Account control stamp LE On the Signature		LE On the Signature		LE On the Signature	

