

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

North West Region
Bui Division
MBIAME COUNCIL
P.O. Box 155 Kumbo, Mbven Sub Division
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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

Region du Nord-Ouest
Department de Bui
COMMUNE DE MBIAME
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MBIAME COUNCIL INTERNAL TENDERS BOARD

OPENED NATIONAL INVITATION TO TENDER

TENDER FILE

TENDER FILE
N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN
MBIAME MUNICIPALITY<EMERGENCY PROCEDURE>

NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE	DURATION IN MONTHS
FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME MUNICIPALITY	35 000 000 CFA F	700 000 CFA F	50 000 CFA F	04

PROJECT OWNER: THE MAYOR OF MBIAME COUNCIL
FUNDING : (MINEPIA) **PUBLIC INVESTMENT BUDGET - 2024**

AUTHORIZATION N°.: 58 31 055 01 641629 523317 951

IMPUTATION: _ IZ04729

FINANCIAL YEAR 2024



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Document N°. 1

TENDER NOTICE

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**MINISTRY OF DECENTRALISATION
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TENDER NOTICE

OPENED NATIONAL INVITATION TO TENDER
N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
**FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME
MUNICIPALITY <EMERGENCY PROCEDURE>**

Financing: Public Investment Budget - 2024

1. Subject of the Invitation to Tender:

Within the framework of 2024 Public Investment Budget, the Lord Mayor of Mbiame Council, Bui Division Contracting Authority, hereby launches an Opened National Invitation to Tender for the **CONSTRUCTION A MODERN CONCRETE POND, FENCING OF THE FISH POND, CONSTRUCTION OF A STORE HOUSE FOR FISH PRODUCTION IN MBIAME MUNICIPALITY**

2. Nature of work:

The works include the following:

- Preparatory works ;
- Earth works;
- Foundation ;
- Masonry elevation;
- Wire mesh works;
- Surface drainage

3. 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 **one hundred and twenty (120) days**

4. Estimated cost

The estimated cost after preliminary studies is 35 000 000 FCFA (Thirty five million francs FCFA), **FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME MUNICIPALITY**

5. Participation and origin

Participation to this Invitation to Tender is opened to Cameroonian enterprises that are in compliance with the Cameroon laws.

6. Financing

Works which form the subject of this Invitation to Tender are to be financed by the 2024 Public Investment Budget of MINEPIA, Budget Head No **58 31 055 01 641629 523317 951**

7. 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 N° 12 of the Tender File, of an amount of **700 000 francs CFA (SEVEN HUNDRED THOUSAND FCFA)** and valid for thirty (30) days beyond the date of validity of bids

8. Consultation of Tender File:

The file may be consulted during working hours at the MBIAME Council, Contract Award Service as soon as this notice is published.

10. Acquisition of Tender File:

The file may be obtained from the MBIAME Council Contract Award Service as soon as it is publishing against payment of the non-refundable sum of **50 000 CFA francs** (fifty thousand Francs CFA), payable at a mbiame council Treasury, representing the cost of purchasing the Tender File.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Mbiame Council Contract Award Service not later than **07/03/2024- at 10:00 am** local time and should carry the inscription:

**<< OPENED NATIONAL INVITATION TO TENDER
N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME
MUNICIPALITY >>.**
"To be opened only during the bid-opening session"

12. Admissibility of bids

Under penalty of being rejected, only originals or certified true copies signed 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 not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **07/03/2024 at 11: 00AM** local time, in the conference hall of the Mbiame Council Contract Award Service, by the competent members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

14. Evaluation criteria

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

A. Eliminatory criteria

1. Absence or non-conformity of an element in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
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;
8. Non respect of **75%** of essential criteria;

9. Non completion of any project in the previous years in the North West Region and suspended by ARMP in 2022

B. Essential criteria

- 1- General presentation of the Tender;
- 2- Financial capacity;
- 3- References of the company in similar achievements visa by the competent authority;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation of site visit duly signed by honour of the bidder.
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

15. Award

This evaluation will be done in a positive way (yes) or (no) with an acceptable minimum of 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.

16. Validity of bids

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

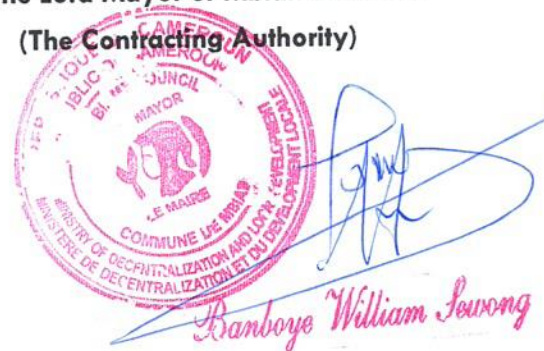
17. Complementary information

Complementary technical information may be obtained during working hours from the Mbiame Council Contract Award Service Tel: 675 99 99 64 /671 92 54 41

Mbiame on 16 FEB 2024
The Lord Mayor of Mbiame Council
(The Contracting Authority)

Copies:

- ARMP BAMENDA
- DD MINTP/BUI
- DD MINMAP-BUI
- Chairperson of MCITB
- Notice Board
- File/archives



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REPUBLIQUE DU CAMEROUN
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MINISTÈRE DE LA DÉCENTRALISATION
ET DU DÉVELOPPEMENT LOCAL

Région du Nord-Ouest
Département de Bui
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siteweb: mbiamecouncil.org

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 03/AONO/CIPM/CM/BUI/RNO/2024 DU 16/02/2024
POUR LA CONSTRUCTION D'UN POINT DE PECHE AVEC UNE CLOTURE, DANS L'ARRONDISSEMENT DE
MBVEN, DÉPARTEMENT DU BUI, RÉGION DU NORD-OUEST. <EMERGENCY PROCEDURE>

Financement : Budget d'Investissement Public 2024

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2024, le maire de la commune de Mbiame, Autorité Contractante lance un Appel d'Offres National pour **LA CONSTRUCTION D'UN POINT DE PECHE AVEC UNE CLOTURE A MBVEN.**

2. Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Travaux préparatoires ;
- Terrassement ;
- Fondation ;
- Maçonnerie en élévation ;
- VRD.

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 **cent vingt jours.**

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de trente cinq millions francs CFA (**35 000 000 FCFA**)

5. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

6. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics 2024 de MINEPIA sur les lignes d'imputation budgétaire no **58 31 055 01 641629 523317 951**

Cautionnement provisoire

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 et dont la liste figure dans la pièce 12 du DAO, d'un montant de sept cent mille, FCFA (700 000 FCFA) et valable pendant trente (30) jours au-delà de la date originale de validité des offres.



7. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au Commune de Mbiame, Service de Passation des Marchés Publics dès Publication du présent avis

8. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à Commune de Mbiame Service de Passation des Marchés Publics dès Publication du présent avis, contre présentation d'une quittance de versement au Trésorerie municipal de Mbiame de la somme non remboursable de F CFA 50 000 (cinquante mille francs CFA).

9. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la commune de Mbiame service de passerions de marchés public au plus tard le 07/03/2024 à 10 h 00, heure locale et devra porter la mention suivante:

<< AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 03/AONO/CIPM/CM/BUI/RNO/2024 DU 16/02/2024 POUR LA CONSTRUCTION D'UN POINT DE PECHE AVEC UNE CLOTURE. DANS L'ARRONDISSEMENT DE MBVEN, DÉPARTEMENT DU BUI, RÉGION DU NORD-OUEST. <EMERGENCY PROCEDURE>

>>.

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

10. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

11. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le 07/03/2024 à 11h00, heure locale, dans la salle de conférence de la commune de Mbiame, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

12. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

- 1- Absence ou non-conformité d'une pièce administrative ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Absence ou insuffisance de la caution provisoire de soumission ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,

- 7- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 8- Le non-respect de **75%** des critères essentiels ;
- 9- Non achèvement d'un projet pendant les années antérieures sur l'étendue du Territoire National et suspendu par le ARMP

B - Critères essentiels

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

- 1- Présentation générale de l'offre;
- 2- Capacité financière;
- 3- Références de l'entreprise dans les réalisations similaires;
- 4- Qualité du personnel;
- 5- Organisation technique des travaux;
- 6- Sécurité au chantier;
- 7- Moyens logistiques;
- 8- Attestation de visite du site signée par l'autorité de soumissionnaire.
- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 10-Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

13. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins chère, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **75%** des critères essentiels.

14. Durée de validité des offres

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

15. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Maire de Mbiame de la Bui Tel : 675 99 99 64 /671 92 5441

Fait à Mbiame, le 16 FEV 2024

**Le Maire de la Commune de Mbiame
(Autorité Contractante)**

Copie :

- ARMP;
- DDMINTP/Bui
- DD MINMAP-Bui
- Maître d'Ouvrage
- Présidents CIPM ;
- Affichage.
- Chrono/archives



[Handwritten signature in blue ink]
Danboye William Sewong



Document N°. 2
GENERAL REGULATIONS OF THE
INVITATION TO TENDER

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GENERAL RULES OF THE INVITATION TO TENDER

A. General



Article 1: Scope of the tender

The Contracting Authority, the Lord Mayor of Mbiame Council hereby launches an Opened National Invitation to Tender N° 03/ONIT/MCITB/MC/MSD/BUI/NWR/2024 OF 16/02/2024

FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME MUNICIPALITY. The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations which runs from the date of notification of the Administrative Order.

1.3 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and Contractors the strict respect of rules of professional ethics during the award and execution of Public Contracts. By virtue of this principle:

a) The following definitions shall be admitted:

- i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a Public official during the award or execution of a Contract;
- ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a Contract;
- iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
- iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a Contract.

b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this Contract.


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

Article 4: Candidates allowed to compete

4.1 If the Invitation to Tender is opened, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or

- 
- ii) Presents more than one bid within the context of Invitation to Tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts.
- (c) The bidder must not have been excluded from bidding for Public Contracts.
- (d) A Cameroonian Public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

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

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

Article 6: Qualification of bidder

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

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

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

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

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

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

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

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

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

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

- a. Model Contract;

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

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

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the Regulation of Public Contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the Invitation to Tender;
- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of Invitation to Tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

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

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the Contract

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

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

b.4 Commentaries (optional)

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

c. Volume 3: Financial bid

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

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

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

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

Article 14: Bid price

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

Article 15: Currency of bid and payment

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

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

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

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

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

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

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

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

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

Article 16: Validity of bids

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

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

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

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

Article 17: Bid bond

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the

validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after Publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the Contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

Article 20: Form and signature of bid

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

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

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

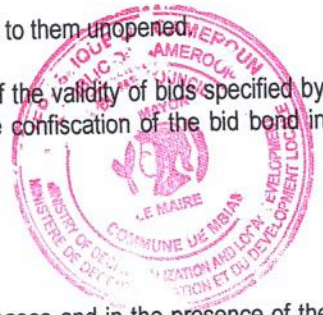
Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.



E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

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

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

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said

procedure as long as the preferred bidder has not been made Public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of Public Contracts.

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

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

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

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

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

Article 28: Determination of compliance of bids

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

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

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

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

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

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

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

34.2 If, according to article 13(2) of the General Regulations, the Invitation to Tender comprises several lots, the lowest bid shall be determined by evaluating this Contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of Contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the Contracting Authority to declare an Invitation to Tender unsuccessful or cancel a procedure

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

Article 36: Notification of award of the Contract

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

Article 37: Publication of results of award and petitions

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of Public Contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the Publication of the results.

Article 38: Signing of the Contract

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

38.2 The Contracting Authority has a deadline of seven (7) days to sign the Contract from the date of reception of the draft Contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the Contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

39.2 The bond whose rate varies between 2 and 5 percent of the amount of the Contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the Contract under the terms laid down in the General Administrative Conditions.



Document N°. 3
SPECIAL REGULATIONS OF THE
INVITATION TO TENDER

Special regulations of the Invitation to Tender



References of the General regulations	General
1	<p>Definition of works: FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME MUNICIPALITY Name and address of the Contracting Authority: The Lord Mayor of Mbiame Council Reference of Invitation to Tender: N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024</p>
2	Execution deadline: one hundred and twenty (120) days
3	<p>Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of the Ministry of MINEPIA</p>
4	List of pre-qualified candidates, not applicable
5	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

C. Eliminatory criteria

1. Absence or non-conformity of a document in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
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;
8. Non respect of 75% of essential criteria;
9. Non completion of any project in previous years in the Country and suspended by MINMAP

D. Essential criteria

- 1- General presentation of the Tender Files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation of site visit duly signed by the Bidder in his honour.
- 9- Special Technical Clauses initialed in all the pages and signed at the last page;
- 10- Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

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

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

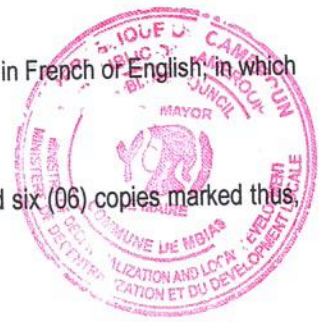
This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

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.

ARTICLE 6: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the

Bidder can be written in another language in condition of being accompanied by a precise translation in French or English, in which case and for purposes of interpretation of the offer, the translation will be taken.



PRESENTATION OF THE TENDER.

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

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

5.1 External envelope.

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

**<< OPENED NATIONAL INVITATION TO TENDER
N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME
MUNICIPALITY**

>>.

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by Mbiame Municipal treasury
A.6	A bid bond of 700,000 CFA (SEVEN HUNDRED THOUSAND FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Business License 2024 (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	Plan and attestation of location of the Company signed by the Chief of Taxation
A.13	Attestation of non-Bankruptcy

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

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



MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
GENERAL PRESENTATION OF THE BIDS				
1	Properly bind document spirally			
2	Table of content			
3	Page separators in colour apart from white			
4	Order prescribed respected			
5	Clearness of the documents			
6	Page numbering			
REFERENCES OF THE COMPANY				
7	Minimum one (01) registered contract (1st and last pages) certified by a competent authority			
8	Minimum one (01) PV of reception corresponding to the-joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
9	Certified Proof of a vibrator in good operating condition			
10	Certified Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Certified Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director (Civil Engineer with at least 03 years of experience in similar works)			
15	Certified copy of the Diploma of Work Director signed by the competent authority			
16	CV signed and dated by the works Director			
17	Attestation of availability signed by owner			
19	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
20	Certified copy of certificate of Foreman			
21	CV signed and dated by the site foreman			
22	Attestation of availability signed by the owner			
24	Assistant site foreman (at least a CAP holder in building construction with at least three 03 years of experience)			
25	Certified copy of certificate of assistant Foreman			
26	CV signed and dated by the site foreman			
27	certificate of availability signed by the owner			
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS				
29	Attestation of site Visit			
30	Site Visit report			
31	Methodology of work execution			
32	Planning of execution of works			
33	Description of safety measures at the construction site			
34	Description of socio - environmental measures for the			

	protection of the site			
35	CCTP dully initialled on each page and signed and dated on the last page			
CAPACITY OF SELF-FINANCING				
36	Attestation of credibility Minimum 75% of the bid price in F CFA			



ENVELOPE C- FINANCIAL FILE

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

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

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **700,000 CFA (SEVEN HUNDRED THOUSANDS FCFA)**.

The time of validity of this guarantee is one hundred and twenty (120) days as from the date of depositing of the offers.

10.2 Final Bond

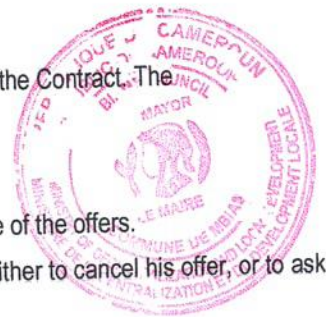
The final Bond is fixed at ten percent (2%) of the initial amount of the services envisaged in the country.

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

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

10.3 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the Contract. The corresponding sum will be paid or the released guarantee, with the final acceptance of work.



ARTICLE 11: Period of validity of the offers

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

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

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

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

**<< OPENED NATIONAL INVITATION TO TENDER
N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
FOR THE CONSTRUCTION A MODERN CONCRETE POND, FENCING OF THE FISH POND, CONSTRUCTION OF A STORE
HOUSE FOR FISH PRODUCTION IN MBIAME MUNICIPALITY**

>>.

TO BE OPENEDED ONLY DURING THE OPENING SESSION

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest **07/03/2024** at 10:00AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

THE SERVICE OF THE MBIAME COUNCIL CONTRACT AWARD
Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Mbiame Council on **07/03/2024** as from 11:00AM, by the Mbiame Council Internal Tender's Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

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

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

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

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

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


ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The Authorizing Officer or his representative
- ❖ The DD MINMAP BUI or his representative;
- ❖ The DD MINEPIA-BUI or his representative;
- ❖ The Contract Engineer, DD MINTP - BUI;
- ❖ The follow up engineer
- ❖ The DD MINEPAT-Bui or his representative;
- ❖ The DD MINEPDED -Bui or his representative
- ❖ The contractor or his representative



Document N° 4
SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)

- 
2. The Mining Code;
 3. Instruments governing the various professional bodies;
 4. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
 5. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
 6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
 7. Decree No. 2012/074 of 8th 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 8th March 2012 to organise the Ministry in charge of Public Contracts;
 9. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
 10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
 11. Law N^o. 000001/019 of 19th December 2023 MINFI on the instruction of the financed laws, the monitoring and control of the execution of the budgets of the state and other public entities for the 2024 fiscal year.
 12. Unified Technical Documents (DTU) for building works;
 13. Applicable standards;
 14. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

7.1 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 province 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

7.2. The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager and the contract Engineer.

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 Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Project Owner and Project Manager.



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

The work done shall be evaluated using the unit price.

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

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

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

Article 20: Advances (article 28 of the GAC)

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

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

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

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

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

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

21.1 Establishment of works executed

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

21.2 Monthly detailed account

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

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

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

- [100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the Contractor;
- 2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.
- 7.5% or 15% paid into the Public treasury as TSR due by the Contractor.

The amount of payment on account shall not exceed the value of the technical execution phases carried out.

Payment on account may be spread over the duration of the execution of the Jobbing Order according to technical execution phases as defined in the Jobbing order.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

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

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

B. Specific penalties [amount to be indicated]

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

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

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

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

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

25.1 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 Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.*

25.3 *The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.*

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 Authorising Officer draws up the general and final detailed accounts of the Contract which he 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 mean VAT included.

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

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

Chapter III: Execution of works

Article 29: Nature of the works (article 46 of GAC)

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

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

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

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

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

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

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

Article 32: Roles 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 Contract Engineer 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 Engineer*.

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 Contractor shall take out a third party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)

35.1 Programme of works, Quality Assurance Plan and pegging map.

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 *project owner after the endorsement of the Contract*

Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the water supply network pegging map at scale 1/2500. This programme shall be exclusively presented according to the furnished models.

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

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

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

The approval given by the Project Owner 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 engineer. 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 Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

35.2 Execution draft

a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The Contract Engineer has a deadline of *five (05) days* to examine and make known his observations. The Contractor then has a deadline of (04) *four days* to present a new file including the said observations.

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

Article 36: Organisation and safety 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. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put the Contractors' disposal the text to be used.

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 30 % of the initial amount of the Contract and its additional clauses.

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)

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 Contract Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

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

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

- Contract Engineer,
- Contractor.

During this pre-acceptance the contract Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the acceptance. The contract Engineer shall fix the acceptance date in collaboration with the Contracting Authority

42.2 Acceptance

The acceptance commission shall comprise:

- 1- Contracting Authority or his representative.....(Chairman)
- 2-The DDMINMAP or his representative..... (Member)
- 3-The Contract Engineer.....(Secretary)
- 4-The Follow-up Engineer..... (Rapporteur)
- 5-The DD MINEPIA L or his representative.....(Member)
- 6-The Contractor or his representative..... (Member)

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

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

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

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.



Article 44: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional acceptance.

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

Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.
The procedure for final acceptance shall be the same as for provisional acceptance

Chapter V: Sundry provisions

Article 46: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in article 182 of Decree No. 2018/366 of 20th June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

Article 47: Case of force majeure (article 75 of the GAC)

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

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

Article 48: Disagreements and disputes (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before *the competent court in the North-West Region of the Republic of Cameroon.*

Article 49: Production and dissemination of this Contract

Seven (07) copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager. / contracting authority

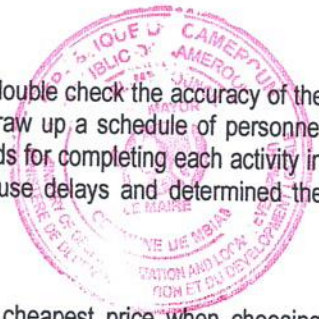
Article 50 and last: Entry into force of the Contract

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 N°. 5
SPECIAL TECHNICAL CONDITIONS
(STC)

The contractor shall Study the plans and specifications in relation to the phases of construction, double check the accuracy of the Bill of Quantities, listed the materials required at each successive stage of construction then draw up a schedule of personnel required for carrying out the project to completion. He shall check the work planning 's time periods for completing each activity in sequence, taking into account holidays, inclement weather and other common factors that cause delays and determined the feasibility of completing work on schedule.



Choosing suppliers and purchasing materials

Quality and conformity to the specifications should be the primary consideration and not the cheapest price when choosing suppliers and materials. Whenever and whatever the contractor aims to purchase, s/he should aim to buy:

- the right quality
- at the right time
- the right quantity
- from the right source
- at the right price

Building Site Installations

The contractor shall set up temporary constructions and facilities needed to execute the works, such as:

- lock-up cupboards. Offices of the Contractor equipped with tables, chairs and
- Building site toilet facility (if it does not exist)
- Storehouse for materials
- Removal of temporary work (fences, field office, sheds, signs, etc.).

CONNECTION TO UTILITY NETWORKS

Water:

Connect to the Community water network, where possible or any other solution acceptable to the supervisor, where the Community water network is not available. The Contractor shall be responsible for the constant supply of sufficient water to the project site. He shall not, under any circumstance, use the excuse that those supplying him with water or that Community water network have failed in its supplies to justify delays in the execution of the contract. The water used must be of an acceptable quality for the works.

Sanitation

The contractor shall ensure the availability and use of toilet facilities at the works site.

WORKS TO BE EXECUTED

Site preparation

This involves:

- Clearing the surface of grass and other vegetable matter as well as roots of all, felled and fallen trees, plants etc. that come within the area of the proposed building/s;
- Removal of the topsoil at the site and stockpiled (in a suitable place) the removed topsoil for later reuse in the garden surrounding the proposed building;
- Ensuring that the area for the proposed building is properly drained of surface water so as to prevent the collection of water within or very near the proposed building area during and after construction is completed.

Locating of services on site

The contractor shall locate on site – the following?

- bricks, stones; Area for storage of cement, aggregate, sand, timber, steel,
- Concrete mixer and concrete mixing platform;
- racks, bins etc; Lock-up store for equipment and tools with necessary
- Steel bending bench;



available);

Temporary toilet/s for workers (if no off site toilet is

workers on site;

A place where a First Aid kit can be accessible to all

A site office with racks for documents and basic furniture;

Setting out the building/POND

The building is set out in relation to the building line. No part of the building should encroach upon this line (except overhead projections such as roof eaves, hoods or cantilevered floors up to 3' - 0" width). Initially, the setting out of any projections of the building's plan form should be ignored, and only the main rectangular, square or other basic form should be set out. The projections can then be added.

and fixed the finished ground level at an elevation above the crown of the access road and at a height that will prevent entry of surface water from the road into the site;

Check the site levels in relation to the access road levels

authority;

Establish the position of the building line from the local

building line;

Peg out the frontage of the building in relation to the

on the required rear space as per local building regulations;

Make sure that rear walls of the building do not encroach

using the 3, 4, 5 methods.

Check the squareness of square or rectangular buildings by

axis wall that meets adjacent side wall (axis 2);

Establish centre line of one wall as primary axis (axis 1),
Mark off 3 feet (or 3 equal units of measure) from end of

units of measure) to coincide with the measurement of 4 feet (or 4 equal units of measure) starting from the end of the axis 1 wall. The point of coincidence indicates the line of the perpendicular adjacent wall (axis 2).

From marked point on axis 1 measure 5 feet (or 5 equal

wall (axis 4)

Repeat the above steps for the third wall (axis 3) and fourth

between opposite corners of the square or rectangle are of equal length.

Double check accuracy by ensuring that the diagonals

Positioning excavations for foundations

with pegs and chords

Establish centre lines of principle walls and identified these

excavations for wall foundations as per architectural/structural drawings

Use the centre lines to establish the side limits of

Excavation for foundations

The excavation works shall be done manually and /or mechanically while responding to the levels as indicated on the working drawings. Pits will be dug at critical points to receive pad foundation and pillars linked by ground beams. These operations will be done under the close supervision of the Project engineer.

The foundation width and depth will be done strictly as followed on the detailed structural drawings and calculation table specifically for that purpose.

excavations, to prevent sides of trenches from collapsing and excavated soil reentering the trench.

Make sure that excavated soil is not stacked too close to

where side walls of trenches show evidence of collapsing readily.

Use support work if necessary (in sandy or unstable, soil)

engineer who considers the soil, the frost line and the height of the water table (the depth in the soil at which you find water). Surface soil is removed to expose soil that is compacted enough to bear the load of the home. The excavation must be deep enough to place the top of the footing below the frost line. This prevents the concrete from cracking due to the freeze-thaw cycle of the surrounding soil. The excavation cannot be so deep that it's below the water table, however, because that can cause a chronically wet or flooded basement.

The depth of the excavation is determined by a structural

Foundation walls

Foundation walls are constructed by pouring concrete between sets of form work (the total system of support assemblies for

freshly poured concrete, including mold, hardware and necessary bracing.) Once the concrete gains its full strength, the form work is removed. Foundation wall thickness is determined by a structural engineer who considers the height of the wall and the load it has to bear. (Structural load is the force or combination of forces of gravity, wind, and earth that acts upon the structural system of a home). Wall thickness varies from home to home, and even within a home.



Blinding concrete.

A 5cm thick lean concrete mix of 150kg/m³ (cpj 42.5) will be laid under foundation pads for pillar footings.

Mass Concrete

The ground floors and outdoor pavements of this building will be of mass concrete of dosage 300kg/m³ and following the rules and regulations of pavements and done independently and with finishes as required by design.

Reinforced concrete

Reinforced concrete is concrete in which reinforcement bars ("rebars"), reinforcement grids, plates or fibers have been incorporated to strengthen the concrete in tension. Concrete is strong in compression, but weak in tension, thus adding reinforcement increases the strength in tension. In addition, the failure strain of concrete in tension is so low that the reinforcement has to hold the cracked sections together. For a strong, ductile and durable construction the reinforcement shall have the following properties:

- High strength
- High tensile strain
- Good bond to the concrete
- Thermal compatibility
- Durability in the concrete environment

In most cases reinforced concrete uses steel rebars that have been inserted to add strength.

The skeleton (framework) of this building constitutes 380kg/m³R.C for beams and pillars, which must be cast in-situ designed according to the rules of CP 110 and batching done according to trial batches or Dreux method, by weight and or volume, closely supervised by the supervisor in charge. Mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. A percentage loss due to waste, mixing and settlement has been envisaged in the quantities which is 32%.

Load evaluation has been limited to dead, live and service loads of the building external horizontal and vertical charges due to wind; rain etc have not been considered which is due to the negligible atmospheric conditions of the area.

The floors have a thick mass concrete of 300kg/m³ mix APC and will be laid on 8cm layer of hardcore spread on the bearing surface area.

The aggregates will be of class 15/25 and free from organic impurities and any substance that may adversely affect the strength and workability of the concrete. Cast concrete shall be cured as required to achieve its maximum strength.

Reception for Reinforcements

Before concrete is cast, the Contractor must inform the supervisor that work has been completed in the assembling of reinforcements so that they can be approved. The Project engineer shall indicate the term "Good for concreting" on the building site log, after reception, thereby authorizing the Contractor to proceed.

Formwork

All foundation concrete structures shall be made inside ordinary concrete forms, unless otherwise specified by the supervisor and should meet the following requirements:

- a) If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly joined.
- b) If the ordinary form is made with fiberboard or plywood, the sides must be properly joined and be of the same level. The tolerated space between joints should be same as those between sawn timbers.
- c) Formwork for Reservations or recesses: Recesses intended for masonry fittings or other uses should be made using appropriate forms. Such forms should be put together in such a way that its parts can be removed with ease.

Pre-casting Preparations

- a) Cleanness

The form must be free from hydrocarbon products such as grease, etc or by rust. The stains must be thoroughly cleaned up, if need be.

- b) Cleaning

Before concreting, the concrete boxes must be carefully cleaned to remove all dust and debris. Compressed air should be used to finish the cleaning.

c) Watering

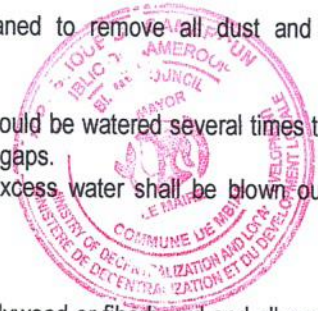
Timber forms must be sufficiently watered before concreting. It should be watered several times to make the wood as wet as possible, causing it to swell and close the joint gaps.

The wet surfaces must not, however, be dripping with water. Excess water shall be blown out using compressed air.

d) Coating with oil

The following shall be oiled before concreting:

- Worked moulds of plywood or fiberboard and all moulds for fine dressing
- Excess oil in the moulds must be drained before concreting. The oils used should be special stripping oils
- The oil used must not touch the reinforcement rods.



Maintenance

If the moulds are to be used more than once they should be properly cleaned, and if necessary, repaired before being used again.

Safety of Workers and Others

Nails, bolts or projections should immediately be removed from used forms if they are to be used again. Otherwise, the forms should be burnt immediately or stored at a distance from the building site, in a place that is not accessible to the public.

CONSTITUENT MATERIALS OF CONCRETE

Crushed Aggregate

All crushed aggregate on the building site should be stored in the compartments intended for this purpose. The only aggregate authorized on the building site is the following:

Crushed 0/5 gravel (river sand)

Crushed 5/15 fine gravel

Crushed 15/25 coarse gravel

Natural or crushed sand 0/5 (the quantity retained on a 5 mm sieve must be less than 10 %).

Crushed aggregate to the site shall be subject to prior approval of the supervisor. The latter must approve the origin of the aggregate. The aggregate should come from rivers, quarries or crushed stable rocks, free of foreign bodies, organic material, dust, mud and clay, whether it sticks to grit or not.

With respect to particle distribution, the following shall apply:

Sand (Fine Aggregate)

Sand shall have the characteristics specified in the tables of approved tests. Sand must be fine, clean, hard, and sharp and must not stick to the hand. It must be free of any soil or limestone, wastes, debris and wood.

It should, if need be, be sieved and washed. The sand must come from approved quarries or from rivers. It must not contain more than 5% weight of grit passing through a sieve with 900 meshes per cm² and must not contain particles, whose biggest dimensions exceed the following limits:

- For mortar 0/2 mm
- For reinforced concrete 0/5 mm
- For non-reinforced concrete 10/5 mm

Cleanness: The sand must have sand equivalent (SE) higher than 75.

Cement

Cement shall be true Portland of standard brand and manufacture, i.e. CPJ 42.5 type or equivalent.

The cement used should be artificial Portland cement 215.325 P.15.302 Standard. It should be supplied to the building site in six ply paper bags. Any humid cement shall be rejected and immediately removed from the building site.

The Contractor must inform the supervisor that he has received his supplies.

Random samples could be taken from each lot and tested in an approved laboratory using the ANOR P.15.301 Standard, at the contractor's expense.

The lots that do not meet the standards must be removed from the stock and taken away from the building site.

The bags must be in good shape, at the time they reach the site, and should be stored in a covered and completely dry place, and on a raised plank surface that is at least 10 cm above the ground.



Reinforcements

All reinforcements or meshes must comply with BAEL 91 specifications. Iron rods must have French ANOR 35.001 standard characteristics or similar. All reinforcements used in the construction project must be of the Fe E240 grade for smooth bars and the Fe E400 grade for high bond rods. The rods must be cut with shears.

The rod should be bent cold, either manually or mechanically. Hot bending may be allowed for high adhesive rods of a diameter equal to or larger than 32 mm, on condition that a control apparatus is used to avoid overheating, and on the approval of the Project Manager's representative.

The diameter of the tube benders used for bending must comply with BAEL 91 rules and approval records. Anchor tabs shall be normal 45-degree elbows at right angle or double knee anchoring. The metal used shall be clean and free from calamine. Bars with defects such as blisters, cracks or hairlines that can affect tensile strength shall be rejected.

Concrete reinforcements shall be assembled to the exact dimensions indicated in the drawings provided by the consulting firm or the Contractor.

Reinforcements must be assembled in the workshop at the building site. They should never be assembled inside the form box if the cheek boards have already been put in place.

The space between the walls of the formwork and reinforcements should be at least 2.3 cm for elevation concrete and 4 cm for foundation concrete. These spaces should be obtained using prefabricated concrete or plastic shims, whose dimension should match the results to be obtained.

The concrete shims should have wires to be used in tying them to the reinforcements. There should be enough shims and mounting bars to prevent the reinforcements from being deformed during handling and concreting.

If there are any doubts as to the quality of the iron rods supplied to the project site, the supervisor or his representative could, ask for tensile strength tests on the samples taken from the batch. Such tests would be done at the contractor's expense. The tests should be carried out by an approved body.

For floor beam frames, all measures should be taken to keep the bars raised and properly positioned around the supports. Enough vertical stirrup rods should be used to prevent any deformation. All overlaps should comply with BAEL 91 prescriptions.

Frames with traces of non-adhesive rust should be thoroughly brushed off before being placed in the forms. The reinforcements, whether assembled or not, should be stored on boards and not on bare ground.

The iron rods used must be supplied by a reputable and approved manufacturer with guaranteed and stamped production quality. The 6 mm diameter iron rods could be used for circles with diameters of 200: Ø.

The iron rods supplied must be at least 11.5 m long

Wood

Wood for formwork: type white wood or equivalent

Wood for openings: type Bubinga or equivalent, dry wood (15-20% of humidity), having less than one node/meter.

Wood for roof: type hard wood, moabi, mouvingui, frake or equivalent, dry wood of identical humidity as above.

Wood for ceiling (knockings): identical qualities as above; with section 5x5cm

Plywood: 4mm in Ayous or equivalent wood, treated before use.

Rafters and Purlins: same wood type and quality of sections 5x15cm and 5x7.5cm respectively.

All wood shall be treated with xylamon or similar product.

SUMMARY ON DOSAGE PER 50KG BAG OF CEMENT

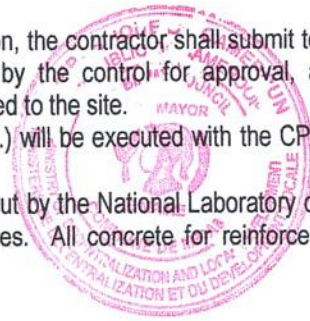
Designation	Cement	Sand	Gravel	Water	Dosage
Lean concrete	1bag	3 wheel barrows	4 wheel barrows	Done in accordance with the directives of the site foreman	150kg/m ³
R. Concrete	1bag	1 wheel barrows	2 wheel barrows		250kg/m ³
M. Concrete	1bag	1.5 wheel barrows	2 wheel barrows		250kg/m ³
Mortar for plastering	1bag	2 wheel barrows			250kg/m ³

THE CONCRETE.

Quality of Concrete.

Fifteen (15) days later after the opening of the construction site, and before any execution, the contractor shall submit to the National Laboratory "LABOGENIE" Civil Engineering or any other laboratory authorized by the control for approval, a composition of all concrete and mortars to be implemented, taking account of the materials delivered to the site. All concrete used in the foundations (lean concrete, mass concrete, stressed and pre-stressed....) will be executed with the CPJ 35 cement. The composition of concrete implementation will be defined by an analysis of composition of FAURY, VALLETTA, DE DREUX or BOLOMAY methods, carried out by the National Laboratory of Civil Engineering. The contractor shall bear the costs of new composition in laboratory studies. All concrete for reinforced concrete must meet the conditions of required resistance. The requirements are the following.

- Characteristic of 21 days compressive strength; 20 bars
- Resistance to traction at 21 days; 22 bars.



In case these values are not obtained, the company will produce a supporting calculation note of security works concerned in accordance with the rules BAEL. 91. Otherwise, it will request the demolition of the concerned works or their strengthening.

Manufacture of concrete and mortar.

The manufacture of concrete will be conducted by a central concrete to weight determination. Whatever the manufacturing process used, the products obtained shall be homogeneous and perfectly coated aggregates of binders. The duration of mixing to be sufficient to achieve the result intended; once this is achieved, the mixing should not be extended. The contractor will have any, realize a liquid concrete, given the decrease in resistance caused by excess water. The implementation of dry concrete will be facilitated by the compulsory use of the vibrator. A sample of concrete taken directly in a waste will have to form a regular ball after quick reciprocating in the palm of the hand and detach easily from the latter without dirt. Testing the cone may be imposed. The water/cement ratio will be determined by the moisture of aggregates.

Concrete:

Concrete works shall be of 4 types:

- i. Lean concrete for foundation works where indicated shall be PC 150kg/m³ and 75mm thick.
- ii. Mass concrete for floor works; All concrete in floor construction shall be 80mm/150mm thick and dosage of PC300kg/m³
- iii. Reinforced concrete for works above ground level and not submerged for beams, slabs, lintel, columns and pillar works shall be PC350kg/m³ with thickness as shown on the construction drawings.
- iv. Reinforced concrete for underground and submerged structure works including; beams, slabs and pillar works: All reinforced concrete work dosage in these locations shall be PC400kg/m³

Underground concrete works shall be mixed with waterproof additives (Super Zaikalite-1kg powder imported) in recommended manufacturer's dosage.

Mortar:

Mortar shall be a mixture of 250 (two hundred and fifty) kilogrammes of cement per cubic metre of dry sand. If the M250 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 300 (three hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used. (Use mortar mixes for various structural components works as specified in project consulting documents).

Implementation of concrete.

Concrete will be implemented as their manufacture; storage in containers requiring an addition of water at the time of employment is strictly prohibited concrete will be always carefully vibrated by cylindrical needles.

Reinforcement nodes will be willing to allow a good implementation of the concrete on the height of the considered work. The company will take all provisions to ensure an altimeter and a correct fixation of the steel to avoid their displacement during casting. Similarly, it will add all bar mounts and ligatures for correct maintenance of the works (sheaths, tubes, pipes, boxes, cleats, pre-frames. etc) taken by itself or other bodies of state in concrete forms. The implementation of concrete will be made to the right of the beams and the sails. Before casting of a recovery, the former concrete will be carefully disposed of all gravât the jet of air compressed, transplanted to overhang or project outboard gravels and eliminate milt, then washed if necessary, resumption of concrete additives used according to the sheet fact of the product. No r resumption of concrete will be made in the visible parts of the works. Stripping of the works will be carried out when the concrete will have acquired sufficient strength.

Test of Convenience.

It will be executed on the site before the start of the work, a concrete witness to each "workshop" of concrete. Workshop of concrete, consider a set determined position fixed or movable one site to another and which is served by a determined team fixture. The minimum number of tubes subjected to test is 9.

The actual manufacture of concrete for the construction can start, after agreement of the control, if the nominal resistance to traction and compression to 7 days, are at least equal to 75/100 minimum resistance required in 28 days. The typical 28-day compressive resistance must be at least equal to 270 bars. Otherwise should immediately repeat the test with a new composition.

Tests of concrete during work, test tube,

They are defined in article "Test of receipt of materials".

Failure to implement, surface condition.

For no-admissible by the Delegated Contracting Authority considered on concrete surface conditions, the contractor will have to run to exclusive costs a full patching of the corresponding works with a coating synthetic resin of the type SIKALATEX or equivalent. Implementation and measurements of this coating must conform to the manufacturer's technical background.

Security staff and third parties.

The concrete forms and structural elements, which after employment possess any nails or spikes or knobs will be immediately bald their points if they are intended to be re-used.

Otherwise, they will be immediately burnt or stored out of the site, in a no-publicly accessible location.

Acceptance of materials testing.

The DTU standards specify the result of the tests required on materials and their pace.

The resistors mentioned in the tables correspond to characteristic resistance. These tests must run by the Civil Engineering National Laboratory or any other laboratory approved by the MINTP, at the expense of the company.

Placing concrete

The concrete should be placed before its initial setting time, and never after it has contained its water content for more than thirty minutes; storing it in containers for subsequent use after adding water is strictly prohibited. All concrete should always be thoroughly vibrated using mechanical vibrators.

All reinforcing rods should be placed in such a way that concrete can be poured from the top of the structure in question. The Contractor shall take all measures to trim and position the reinforcements to prevent them from being displaced during concreting. He should also add braces (sleeves, tubes, pipes, angle blocks, pre-frames, etc) to keep the structures set up. Concrete should be transported from the place where it is made to the place of use with concrete buckets, wheelbarrows or head pans.

Before concreting construction joints, the old concrete must be thoroughly cleaned of any rubble using compressed air, and repeated to reveal gravel and eliminate deposits of dirt; this surface should then be washed and scrubbed with an iron brush and thoroughly soaked.

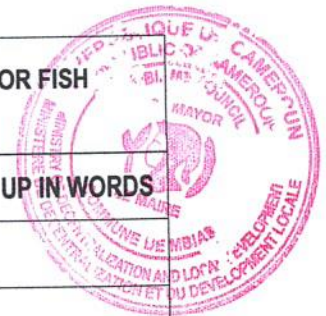
If necessary, admixtures for construction joints can be used, but these must comply with producers' instructions. Concreting of construction joints should not be done on the visible parts of structures.

The formwork should be removed only after the concrete has acquired enough strength.



Document N°. 6
SCHEDULE OF UNIT PRICES

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION A MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME MUNICIPALITY

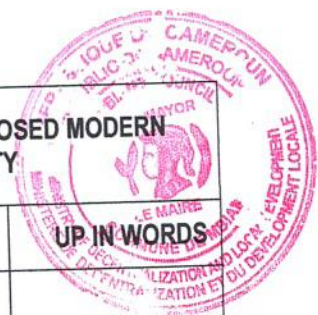


S/N	DESIGNATION	UNIT	QTY	UP IN FIGURES	UP IN WORDS
100	CONSTRUCTION OF CONCRETE TANK 3X3X1.5 OF 15CM THICK				
101	Excavation of foundation	m3	12.6		
102	Lean concrete	m3	4.5		
103	Reinforced Concrete foundation dosed at 350kg/m3	m3	6.9		
104	Reinforced Concrete walls	m3	26.49		
	Sub Total 100				
200	CONSTRUCTION OF HUT (WARE HOUSE)				
105	Construction of hut of length= 3.0 m, width=3.0m , height =3m (warehouse) with concreted top as roof including all accessories and painting of the entire hut both inside and outside	FF	1		
	Sub Total 200				
300	CONSTRUCTION OF FENCE ROUND THE POND				
301	foundation in stone masonry	m3	95.7		
302	Construction of a fence 33x23x1.5m with welded vertical tubes fitted in between RC pillars Spaced at every 3m to protect the concrete ponds for fish production; Metallic door and lock;oil paint etc.	LS	1		
	Sub Total 300				
400	ENVIRONMENTAL MITIGATION				
401	Preparation of lawn and land scaping	LS	1		
402	Planting of ornamental trees	LS	1		
	Sub Total 400				
500	SUPPLY OF FINGERLINGS & FEEDS				
501	Supply of Clarias (Mud fish) plustransportation to MBIAME Council	Nº	1000		
502	Supply of Tilapia fish plustransportation to MBIAME Council	Nº	700		
504	Supply of feeds	kg	750		
	Sub Total 1000				
	TOTAL EXCLUDING TAXES				
	VAT (19.25%)				
	AIR (2.2%)				
	TOTAL INCLUDING TAXES				
	NET PAYABLE				



Document N°. 7
BILL OF QUANTITIES AND ESTIMATES

**BILL OF QUANTITIES AND COST ESTIMATE FOR THE CONSTRUCTION AN ENCLOSED MODERN
CONCRETE POND FOR FISH PRODUCTION IN MBIAME MUNICIPALITY**



S/N	DESIGNATION	UNIT	QTY	UP IN FIGURES	UP IN WORDS
100	CONSTRUCTION OF CONCRETE TANK 3X3X1.5 OF 15CM THICK				
101	Excavation of foundation	m3	12.6		
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	Sub Total 100				
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	Sub Total 300				
400	ENVIRONMENTAL MITIGATION				
401	Preparation of lawn and land scaping	LS	1		
402	Planting of ornamental trees	LS	1		
	Sub Total 400				
500	SUPPLY OF FINGERLINGS & FEEDS				
501	Supply of Clarias (Mud fish) plustransportation to MBIAME Council	N°	1000		
502	Supply of Tilapia fish plustransportation to MBIAME Council	N°	700		
504	Supply of feeds	kg	750		
	Sub Total 1000				
	TOTAL EXCLUDING TAXES				
	VAT (19.25%)				
	AIR (2.2%)				
	TOTAL INCLUDING TAXES				
	NET PAYABLE				



Document N° 8
SCHEDULE OF SUB-DETAIL OF PRICES

SUBDETAILS OF PRICES



DESIGNATION :					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMAN SHIP	Category	No	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				
E	GENERAL SITE EXPENSESES			A+B+C	
F	GENERAL OFFICE EXPENSESES			Dx%	
G	NET COST			Dx%	
H	RISK + BENEFITS			D+E+F	
P	TOTAL COST (HT)			Gx%	
V	UNIT COST (HT)			G+H	
				P/Q'TY	



Document N° 9
MODEL CONTRACT

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

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

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



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

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

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



JOBGING ORDER N° JO/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF

**Awarded after OPENED NATIONAL INVITATION TO TENDER
 N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
 FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME
 MUNICIPALITY**

HOLDER:

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

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

SUBJECT: Execution of _____ works;

PLACE : _____

EXECUTION DEADLINE: _____ (_____) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (Income tax) (2.2%)	
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 Contract N° JO/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 of
 Awarded after OPENED NATIONAL INVITATION TO TENDER
 N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME
 MUNICIPALITY With _____,



For the execution of _____ works

EXECUTION DEADLINE _____ (_____) months

Amount of Contract in CFA F:

IAT	
EVAT	
VAT (19.25)	
AIR (2.2 or 5.5 %)	
Net to be paid	

<p>Read and accepted by the Contractor</p> <p style="text-align: center;">(place of signature) _____ (date)</p>
<p>Signature of Contracting Authority</p> <p style="text-align: center;">(place of signature) _____ (date)</p>
<p>Registration</p>



Document N°. 10
FORMS AND MODELS TO BE USED BY
BIDDERS

TABLE OF MODELS



- Annex N° 1: Model of declaration to Tender
- Annex N° 2: Model Bid
- Annex N° 3: Model Bid Bond
- Annex N° 4: Model Final Bond
- Annex N° 5: Model Retention fund (Guarantee Retention)
- Annex N° 6: Schedule framework
- Annex N° 7: Model attestation of site visit
- Annex N° 8: Model site visit report
- Annex N° 9: Model table of reference
- Annex N° 10: Model table of equipment

Annex N° 1: MODEL OF DECLARATION TO TENDER



DECLARATION OF THE INTENTION TO TENDER

I the undersigned,(indicate the name and capacity of signatory)
Nationality
Representing the company or enterprise or group with head office at
..... registered in the trade register of Under the number
In my capacity asofPO Box....., hereby acknowledge
receipt of the file for Opened National Invitation to Tender N° for the

And hereby declare my intention to tender for the said contract.

Done at

Signature of
In the capacity of
Duly authorized to sign the tenders on behalf of
.....

Annex N° 2: MODEL BID



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

Having taken cognizance of all the documents featured or mentioned in the Tender file: tender
N° 03/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 16/02/2024
FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME
MUNICIPALITY

- . 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 comm t 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 at (in figures and words) FCFA exclusive of VAT and at (in figures and in words) FCFA inclusive of all taxes.
 - I pledge to execute the works within a deadline of months.
 - I pledge to maintain my offer for a duration of **one hundred and twenty (120)** days from the deadline of submission of tenders;

The Authorizing Officer shall pay the sum due for this Contract by crediting Account N°:..... opened in
Bank Branch.

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

Done at

Signature of
In the capacity of
Duly authorized to sign the tenders on behalf of
.....

Annex N° 3: MODEL BID BOND



Addressed to the Delegated Contracting Authority, the Lord Mayor of Mbiame Council

**Whereas the undertaking Hereinafter referred to as the "bidder" has submitted his tender on
..... FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN
MBIAME MUNICIPALITY**

; hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to _____ FCFA.

We (name and address of the bank), represented by (names of signatories), hereinafter referred to as "the Bank" hereby declare to guarantee payment to the Delegated Contracting Authority of the maximum sum of, that the bank pledges to pay in full to the Authorizing Officer , bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or

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

- 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 undertake to pay the Authorizing Officer an amount up to the maximum of the sum referred to above upon receipt of his first written demand, without the Authorizing Officer having to substantiate his demand, provided that in its demand the Authorizing Officer shall note that the amount claimed by him is due, because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

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

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

Signed and authenticated by the bank
at, on
(Bank's signature)

Annex N° 4: MODEL FINAL BOND



Bank:
Reference of the Bond N°:

Addressed to The Lord Mayor of Mbiame Council, Mbiame Sub Division "Delegated Contracting Authority"

Whereas (Name and address of Contractor) hereinafter referred to "the Contractor", pledge, in execution of the Contract, to carry out the works for the **FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME MUNICIPALITY**

Whereas it is stipulated in the Contract that the Contractor shall furnish the Contracting Authority a final bond of two percent (2%) of the amount of the Contract as security for compliance with the Contractor's performance obligations in accordance with the Contract.

Whereas we have agreed to provide the Contractor with this guarantee;
We, (name and address of bank),
Represented by (name of signatories)
hereinafter referred to as "the Bank", and we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Contractor has not fulfilled his contractual obligations, without being able to defer the payment nor raise any contest for whatever reason, the sum of (in letters and in words).

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 derogate 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 Provisional Reception of the works.

After this date the caution shall no longer be valid and shall be returned to us without any request on our part.

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

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

Signed and authenticated by the bank at on
[signature of the bank]

Annex N° 5: MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)



Bank:
Reference of the Bond No:

Addressed to The Mayor, Mbiame Council, Mbiame Sub Division.
Hereinafter referred to as "The Contracting Authority"

Whereas (name and address of Contractor) hereinafter referred to "the Contractor", pledge, in execution of the Contract, to carry out the works **FOR THE CONSTRUCTION AN ENCLOSED MODERN CONCRETE POND FOR FISH PRODUCTION IN MBIAME MUNICIPALITY**

Whereas it is stipulated in the Contract that the Guarantee Retention fixed at ten percent (10%) 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 bank),
Represented by (name of signatories) and hereinafter referred to as "the Bank";

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of (in figures and in letters) corresponding to ten percent (10%) of the Jobbing Order amount.

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

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this bond and we hereby derogate 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 released issued by the Contracting Authority.

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

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

Signed and authenticated by the bank at on
[signature of the bank]

Annex N° 7: MODEL ATTESTATION OF SITE VISIT



LETTER HEAD HERE
TO WHOM IT MAY CONCERN

ATTESTATION OF SITE VISIT

This is to testify that Mr

.....
Manager/Technical Director /Engineer of

.....
Has effectively visited the site for

..... in view to tender for the said
project

This attestation is issued to serve the purpose for which it is intended for.

The Entrepreneur

Signed by the contractor on his honour

Annex N° 8: MODEL SITE VISIT REPORT



I) INTRODUCTION

II) NAME OF THE ENTERPRISE:

DATE:

III) COMMENTARY

1- Nature of the project site:

2- Accessibility to the project site:

3- Vegetation:

4- Topography of the site:

IV) AVAILABILITY OF SERVICES

V) AVAILABILITY OF MATERIALS

VI) DIFFICULTIES

VII) CONCLUSION

Signature of the contractors' engineer

LIST OF BUILDING CONSTRUCTION PROJECTS EXECUTED BY THE COMPANY



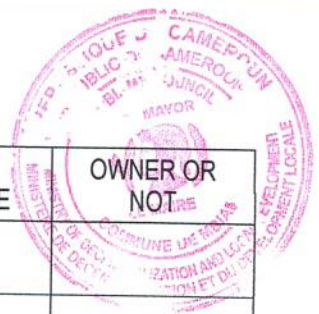
N°	YEAR	NAME OF THE PROJECT	NAME OF THE PROJECT OWNER AND TELEPHONE NUMBER	ORIGINAL PROJECT AMOUNT	CONTRACT AMOUNT	CONTRACT DURATION	DATE OF ACCEPTANCE
1							
2							
3							
4							
5							

DONE ON AT

Mr.....

SIGNATURE

MODEL TABLE OF EQUIPMENT



N°	DESIGNATION OF THE EQUIPMENT	DESCRIPTION, MARK	AGE AND STATE	NUMBER AVAILABLE	OWNER OR NOT
1					
2					
3					
4					
5					
6					
7					

DONE ON AT

Mr.....

SIGNATURE

ANNEX No. 6: Framework of schedules



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



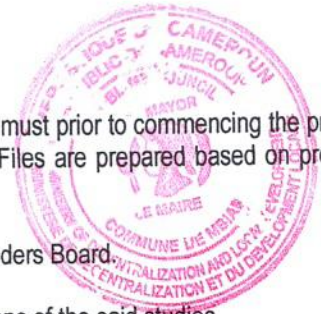
Document N°. 11
PRELIMINARY STUDIES

Note on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or contracting authority 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 N° 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 N°.12

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

8	Minimum one (01) PV of reception corresponding to the-joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
9	Certified Proof of a vibrator in good operating condition			
10	Certified Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Certified Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director (Civil or Rural Engineer with at least 03 years of experience in similar works)			
15	Certified copy of the Diploma of Work Director signed by the competent authority			
16	CV signed and dated by the works Director			
17	Attestation of availability signed by owner			
19	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
20	Certified copy of certificate of Foreman			
21	CV signed and dated by the site foreman			
22	Attestation of availability signed by the owner			
24	Assistant site foreman (at least a CAP holder in building construction with at least three 03 years of experience)			
25	Certified copy of certificate of assistant Foreman			
26	CV signed and dated by the site foreman			
27	certificate of availability signed by the owner			
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS				
29	Attestation of site Visit			
30	Site Visit report			
31	Methodology of work execution			
32	Planning of execution of works			
33	Description of safety measures at the construction site			
34	Description of socio - environmental measures for the protection of the site			
35	CCTP dully initialled on each page and signed and dated on the last page			
CAPACITY OF SELF-FINANCING				
36	Attestation of credibility Minimum 75% of the bid price in F CFA			



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 positive way (yes) or negative (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.



A. Eliminatory criteria

- 1- Absence or non-conformity of an element in the administrative file;
- 2- Deadline for delivery higher than prescribed;
- 3- False declaration or falsified documents;
- 4- Absence or insufficient bid bond;
- 5- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 6- Incomplete financial file.
- 7- Non respect of 75% of essential criteria
- 8- Change of quantity or unit
- 9- Non completion of any project in the previous year in the Country and suspended by MINMAP in 2018

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.

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 positive way (yes) or negative (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.