

REPUBLIC OF CAMEROON
Peace – Work – atherland
MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT
NORTH WEST REGION
P.O BOX 21 TEZE
NGIE SUB DIVISION
ANDEK COUNCIL INTERNAL TENDERS
BOARD



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
MINISTER DE LA DECENTRALIZATION ET
DEVELOPMENT LOCAL
REGION DU NORTH OUST
B.P 21 TEZE
ARRONDISSEMENT DE NGIE
COMMISSION INTERNE DE PASSATION DE
MARCHES AUPRES DE LA COMMUNE
D'ANDEK

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N°03 /ONIT/AC/ACITB/2024 OF 14th Feb. 2024
FOR THE COMPLETION OF ACHANG BRIDGE IN NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024

AUTHORIZATION N°:

IMPUTATION:

Lot:	Name of project	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE	Completion of Achang bridge	12 000 000F CFA	240 000F CFA	20 000F CFA

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**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N°03/ONIT/AC/ACITB/2024 OF 14th Feb. 2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024**

AUTHORIZATION N°:

IMPUTATION:

**PART 01
AVIS D'APPEL D'OFFRES/TENDER NOTICE**

REPUBLIC OF CAMEROON
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"Open National Invitation to Tender, in Emergency Procedure
N° 03/ONIT/AC/ACITB/2024 OF 14th Feb. 2024
FOR THE COMPLETION OF ACHANG BRIDGE IN NGIE, MOMO DIVISION, NORTH-
WEST REGION.

FUNDING : PIB MINADER 2024

Lot:	Name of project	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE	Completion of Achang bridge	12 000 000F CFA	240 000F CFA	18 000F CFA

1. Subject of the invitation to tender

The Mayor Andek Council, the Contracting Authority, on behalf of the Republic of Cameroon, hereby launches an open invitation to tender *in Emergency Procedure*, for the COMPLETION OF ACHANG BRIDGE IN NGIE, MOMO DIVISION, NORTH-WEST REGION.

2. Work consistency

The works include the following:

Lot 100: SITE INSTALLATION

Lot 200: SITE PREPARATION

Lot 400: EARTH WORKS

Lot 400: FOUNDATION, ABUTMENTS, SLABS

Lot 500: PAINTING

Lot 600: EQUIPMENT

4. Participation

Participation is open under the same conditions to all Cameroonian companies and business concerned that have proven experience in the field of building construction and civil engineering in general.

4. Financing

The works, subject of this invitation to tender, shall be financed by the Public Investments Budget MINADER 2024.

5 .Consultation of the tender file

The tender file may be consulted at the Andek Council (General Secreteriate) during working hours, as soon as this tender notice is published.

6 .Acquisition of the tender file

The tender file may be acquired from the Andek Council upon presentation of a non refundable treasury receipt of 20,000 frs. Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

7 .Presentation of the tender file

The tender file in three (04) volumes shall be enclosed in three sealed envelopes.

- Envelope A containing the administrative documents (Volume 1);
- Envelope B containing the technical offer (Volume 2);
- Envelope C containing the financial offer (Volume 4).

The three volumes shall then be enclosed in a single sealed envelope bearing only the reference of the tender in question. The different documents of each offer shall be numbered as indicated in the tender and separated by dividers of the same colour.

8 .Submission of the tender file

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at the ANDEK COUNCIL not later than 13th /03/2024 at 10 a.m local time and should carry the inscription:

"Open National Invitation to Tender in Emergency Procedure "

N° 03 /ONIT/AC/ACITB/2024 OF 14th Feb. 2024

*FOR THE COMPLETION OF ACHANG BRIDGE IN NGIE, MOMO DIVISION, NORTH-
WEST REGION.*

«To be opened only during the bid opening session »

The offers or the bids submitted after the stipulated deadline shall not be received.

9. Admissibility of bids

The bids not respecting the separation mode of the financial bid from the administrative and technical bids shall be rejected.

Any bid not in conformity with the prescription of this tender notice and tender file shall be declared inadmissible. Especially the absence of a bid bond of a first rate bank approved by the Ministry of Finance and valid for a period of thirty (40) days shall be rejected.

Least they are rejected, only the originals or certified true copies by the issuing service or administrative authorities of the administrative documents are accepted. They must obligatorily not be older than three (04) months and must be valid during the bid opening session.

10- Opening of bids

The opening of the bids in one phase shall be done on 13th/03/2024 at 11a.m in the Conference Hall of the ANDEK COUNCIL by the competent tender board.

Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

11- Submission of bids timeframe

Bidders have thirty (40) working days for the submission of their bids with effect from the date of publication of the tender notice.

12. Execution deadline

The maximum execution deadline shall be two (02) months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

13. Provisional Guarantee (Bid bond)

Each bidder must include in his administrative documents a bid bond issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex of the tender file of the sum of 240,000frs.

The provisional deposit shall be automatically released not later than 40 (thirty) days following the expiry of the validity of the bids for bidders who shall not be retained. In the case where the bidder is awarded the contract, the provisional deposit shall be released after the constitution of the final bond.

14. Evaluation of the bids

The evaluation of the bids shall be done in three (04) steps:

- 1st step: Verification of the conformity of the administrative file;
- 2nd step: Evaluation of the technical file;
- 4th step: Analysis of the financial file.

The criteria of evaluation are the following:

14.1-Eliminatory criteria

- Absence or insufficient provisional guarantee;
- Any company having from 2019 -2022 project, notified to commence which has not yet been received within the municipality;
- Absence or nonconfirmity of a document in the administrative file which is not provided by the bidder within 48 hours after opening as requested by the tender's board;
- False declaration or falsified documents.
- Technical assessment mark lower than 70% of "Yes".
- Incomplete financial offer;

Essential criteria:

The technical offer of the bidder shall be assessed along the following lines:

S/N	Designation	MARKS
01	General Presentation of the offer: Document spirally bound, colour sheets separation, table of content, presentation of documents in the order given in this tender file, quality of document.	01
02	Quality of Requested staff: Qualifications, experience of personnel affected to the project, CV, NIC and attestation of availability signed and dated.	04
04	Technical equipment/material affected to the project: The company should justify the property of the necessary material to the execution of works.	01
04	Reference of the enterprise: <ul style="list-style-type: none"> ▪ Turnover in the past two years; ▪ Experience in road/public works 	02
05	Presence of the methodology of work execution	04
06	Presence of the prefinancing capacity	01

The note of the technical offer will be gotten by addition of marks for every criteria. Only the technical offer having gotten an equal or superior note to 70% of YES will be kept for the financial evaluation.

15. Award of the jobbing order

The jobbing order shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 99 of the public contracts code).

16. Period of validity of bids

The bidders shall remain committed to their bids during a period of (sixty) 60 days from the deadline set for the submission of bids.

17. Complementary information

Complementary technical information may be obtained every day during working hours from the general secretariat of Andek Council.

Andek, the 14th Feb. 2024

The Mayor Andek Council

Copies:

- ARMP (for publication and archives);
- Chairperson of TB (for information);
- Notice boards (for information);
- MINMAP MOMO



Albongoh Helly
Manyello Akoba
Professeur des Lycées (Retraité)

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COMMISSION INTERNE DE PASSATION DE MARCHES AUPRES DE LA COMMUNE D'ANDEK

Avis d'Appel d'Offres National Ouvert en Procédure d'urgence
N° 03 /AONO/CA/CIPMCA/2024 du 14th Feb. 2024
POUR LES TRAVAUX DE COMPLETION DU PONT A ACHANG A NGIE, Département du MOMO,
Région du Nord-Ouest.

FINANCEMENT : BIP MINADER 2024

Lot:	Nom du Projet	Montant du Projet	Montant caution provisoire	Montant d'achat du DAO :
UN	COMPLETION DU PONT A ACHANG	12 000 000F CFA	240 000F CFA	18 000F CFA

1.- Objet de l'Appel d'Offres

Le Marie de la commune d'Andek, Autorité Contractante, lance pour le compte de la republique du cameroun, un appel d'offres national ouvert pour les travaux de **CONSTRUCTION DU PONTS A NGIE**, dan le Département de la Momo. C'est deux seul lot :

➤ **LOT**

2.- Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Installation ;
- Preparation du chantier ;
- Terrassement
- Fondations, culée, poutres, tabliers;
- Peinture ;
- Equipments ;

4.- Participation

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounais ayant une expérience avérée dans le domaine des bâtiments et du génie civil en général.

4.- Financement

Les travaux, objet du présent Appel d'Offres, sont financés par BUDGET D'INVESTISSEMENT PUBLIC MINADER, Exercice 2024.

5.- Consultation du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la COMMUNE D'ANDEK, (secrétariat général) dès publication du présent avis.

6.- Acquisition du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la COMMUNE D'ANDEK, sur présentation d'une quittance de versement d'une somme non remboursable de 40 000 (quarante mille) francs CFA au Trésor. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

7.- Présentation des offres

Les documents constituant chaque offre sont repartis en trois (04) volumes ci-après contenus dans une enveloppe fermée et scellée dont :

- L'enveloppe A contenant les pièces administratives (volume 1),
- L'enveloppe B contenant l'offre technique (volume 2),
- L'enveloppe C contenant l'offre financière (volume 4).

Les offres ainsi présentées seront placées sous simple enveloppe, fermée et scellée portant uniquement la mention de l'Appel d'Offres en cause. Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de même couleur.

8.- 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, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous pli fermé, dans les Commune d'Andek, au plus tard le 13/03/2024 à 10 heures. heure locale et devront porter la mention:

**Appel d'Offres National Ouvert en Procédure d'urgence
N° 03 /AONO/ CA/CIPMTBCA/2024 du 14th Feb. 2024**

POUR LES TRAVAUX COMPLETION DU PONT A ACHANG A NGIE dans le Département du MOMO, Région du Nord-Ouest.

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

Les offres parvenues après les dates et heure limites de dépôt des offres ne seront pas reçues.

9.- Recevabilité des offres

Les offres ne respectant pas le mode de séparation de l'offre financière, des offres administratives et techniques seront irrecevables.

Toute offre ~~non conforme~~ aux prescriptions du présent avis et 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, valable pendant 40 jours au-delà du délai de validité des offres.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service ~~émetteur~~ ou une autorité administrative, datant de moins de trois (04) mois et valide le jour de l'ouverture des plis.

10.- Ouverture des offres

L'ouverture des offres aura lieu en un temps le **13/03/2024** à 11 heures précises dans la salle des Conférences de la Commune d'Andek, par la Commission Interne de Passation des marchés Compétente en présence des soumissionnaires.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandater à cet effet.

11.- Délai de réponse des soumissionnaires

Pour cet Appel d'Offres, le délai de réponse est fixé à trente (40) jours ouvrable aux entreprises désireuses d'y participer à compter de la date de publication de l'Avis d'Appel d'Offres.

12.- Délai d'exécution des travaux

Le délai global d'exécution des travaux est de deux (02) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

14.- Cautionnement Provisoire (Garantie de soumission)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par une banque de premier ordre agréée par le Ministère des Finances et dont la liste figure en annexe d'un montant égal à 240,000FCFA.

Le cautionnement provisoire sera libéré d'office au plus tard (40) jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

14.- Evaluation des Offres

L'évaluation des offres se fera en trois (04) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 4^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

14.1-Critères éliminatoires

- L'absence ou l'insuffisance de la caution provisoire de soumission.
- Toute entreprise disposant d'un projet de 2019-2022 notifié pour débiter et dont la réception provisoire n'a pas encore été prononcée à la localité;
- Absence d'une pièce administrative non fourni dans les quarante huit (48) heures suivant l'ouverture des plis.
- Fausse déclaration ou documents falsifiés.
- De façon systématique, toute offre n'ayant pas atteint ou dépassé après évaluation technique, la barre de 70 % du OUI sera écartée et non éligible à l'analyse financière ;
- Offre financière incomplète ;

Critères essentiels

L'offre technique du soumissionnaire sera évaluée sur les éléments suivants :

N°	Désignation	Nombre de point
1	Présentation générale de l'offre : Reliure, Intercalaire de couleur et page de garde, Présentation de toutes les pièces dans l'ordre prescrit, Qualité du document.	01
2	Qualité du personnel : Qualifications, expérience du personnel affecté au projet, CV, CNI et attestation de disponibilité daté et signé.	04
4	Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	01
4	Références de l'entreprise : <ul style="list-style-type: none">▪ Chiffes d'affaire des deux dernières années ;▪ Expérience dans les travaux routière/public	02
5	La présence de la Méthodologie d'exécution des travaux	04
06	La présence de la Capacité de préfinancement	01

La note de l'offre technique sera obtenue par addition des points pour chaque critère. Seule l'offre technique ayant obtenue une note égale ou supérieure à **70% du OUI** sera à l'évaluation financière.

15.- Attribution de la lettre commande

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 99 du Code des Marches Publics.

16.- Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de soixante (60) jours, à compter de la date limite fixée pour la remise des offres.

17.- Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la commune.

ANDEK, le 14th Feb. 2024

Le Maire Commune Andek

Ampliations :

- ARMP (pour publication et archivage) ;
- Président CPM (pour information) ;
- Affichage.
- MINMAP MOMO



Abangoh Helly
Manyello Akoba
Professeur des Lycées (Retraité)

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**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercice 2024**

AUTHORIZATION N°:

IMPUTATION:

**PART 02
GENERAL REGULATIONS FOR THE INVITATION TO
TENDER (GRIT)**

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GENERAL RUGULATION FOR THE INVITATION TO TENDER

A.-GENERALITIES

Article 1: Scope of the bid

- 1.1. The Mayor Andek Council hereinafter referred to as the Contracting Authority, launches an open national invitation to tender in emergency procedure for the execution of the work described in the special clauses of this call for tenders (RFP). It is referred as "the Construction of a Bridges in Ngie".
- 1.2. The successful bidder or contractor must complete the work within the period indicated in the RFP, and which runs from the date of notification of the service order (SO) to start the work.
- 1.4. In this present invitation to tender (LPO), the term "day" refer to a calendar day.

Article 2: Funding

The above works, subject of the present invitation to tender, are financed by the Public Investment Budget MINADER, Exercise 2024.

Article 4: Fraud and corruption

4.1. The Contracting Authority requires that bidders and contractors respect strictly the rules of professional ethics during the procurement process and execution of this contract. Under this principle:

- a. The following definitions are applicable:

- I. Is guilty of "corruption" anyone who offers, gives, solicits or accepts any benefit to influence the action of a public official in the allocation or the execution of a contract.
- II. Is engaged in "fraudulent practices" anyone who distorts or misrepresents facts in order to influence the award or execution of a contract.
- III. "Collusive practices" are any form of agreement between two or more bidders (with the knowledge of the contracting Authority or not) to artificially maintain prices of the offers at a level not corresponding to those that would result from the competition.
- IV. "Coercive practices" are any form of damage to persons or their property or threats against them to influence their action in the attribution or the execution of a Contract.

- b. Shall reject any award proposal if it is proven that the proposed contractor is, directly or through an agent, convicted of corruption or engaged in fraudulent, collusive or coercive practices for the award of the said contract.

4.2. The Minister of Public Contracts, Authority in charge of public contracts may on a provisional basis, take a decision to band or suspend any bidder for a period not exceeding two (2) years, that is found guilty of influence, conflicts of interest, fraud, corruption or production of no-authentic documents in the bid submission, without prejudice to the criminal prosecution that could be engaged against him.

Article 4: Qualification of bidders

4.1. Bidders shall, as part of their bid:

- a. Submit a power of attorney.
- b. Submit all information (complete or update the information attached to their application for pre-qualification may have change, to the case where the candidates were the subject of a pre-qualification) requested from bidders, in the OMPP, to establish their qualification to run the contract.

The following information is required if applicable:

- i. The production of certified balance sheets and a recent turnover figures.
- ii. Access to a credit line or provision of other resources;
- iii. Previous jobbing orders and ongoing contracts attributed;
- iv. On-going disputes;
- v. The availability of the necessary equipment.

4.2. The bids submitted by two or more grouped entrepreneurs (co-contracting) must meet the following conditions:

- a. The offer must include for each of the bidders in the co-contracting, all the information listed in section 4.1 above. The special regulation of the Call for Tender(SRCT) must specify the information to be provided by each Member of the Group;
- b. The nature of the group must be specified and justified by the production of a group agreement in good and due form;
- c. The Member of the Group designated to lead, shall represent all the enterprises engaged in the consortium in front of the contracting Authority for the execution of the contract;
- d. In case of co-contracting, co-contractors share the amounts that are paid by the contracting authority in a single account; however, each company is paid by the contracting authority in a unique account, when it comes to a joint group.

4.4. Bidders must also submit detailed proposals to show that they conform to the technical specifications and the time frames specified in the special regulation of the Call for Tender.

4.4. Bidders requesting for a preferential margin, must provide all the information necessary to prove that they meet the eligibility criteria described in the special regulation of the Call for Tender.

4.5 The bidder must not have been excluded from bidding for public contracts.

Article 5: The site visit

5.1 Each bidder shall visit and inspect the site of the work and its surroundings and by himself, and under his own responsibility, gather all the information as may be necessary for the preparation of the bid and the performance of the work. An attestation of site visit shall be signed by the bidder. The observations of the bidder will be recorded in the site visit report annexed to the technical offer.

5.2 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.

Article 6: Building materials, materials, supplies, equipment and authorised services

6.1 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.

6.2 Within the meaning of this 6.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

B. TENDER FILE

Article 7: Contents of tender file

7.1. The tender file describes the works, subject of the contract, establishes the consultation procedures of the contractors and special contract conditions. In addition to the amendment(s) published in conformity to article 8 of the General regulations of the invitation to tender (RGAO), it includes the following documents:

- 1) The invitation to tender written in French and English (AAO);
- 2) General Regulation of the invitation to tender (RGAO);
- 4) Special Regulation of the invitation tender (SRIT);
- 4) Specification of the Special administrative Clauses (CCAP);
- 5) Specifications of the special Technical Clauses (CCTP);
- 6) Unit price schedule;
- 7) Bill of Estimates and Quantities;
- 8) Format of Sub-Detail of unit prices;
- 9) Drawings and other elements of the technical file;
- 10) Model engagement letter by bidder;
- 11) Model bid submission letter;
- 12) Model bid bond;
- 14) Model performance guarantee;
- 14) Model bank guarantee for the refund of start-up advance;
- 15) Model of draft contract;
- 16) Lists of banks of 1st order approved by the Ministry in charge of finance;
- 17) Table of references of the bidder;
- 18) Table of key materials and equipment of the contractor;
- 19) Model of qualification and experience of the key personnel responsible for enforcement of the contract.

7.2. The bidder must consider all of the regulations, forms, conditions and specifications contained in the Tender File. He is invited to provide all the information requested and to prepare a compliant offer in all aspects. Any deficiency can lead to the rejection of its offer.

Article 8: Clarification made to the tender file

8.1. Any bidder seeking clarification on the Tender File can apply to the Contracting authority in writing at the address of the Contracting authority indicated in the tender notice. The Contracting authority will respond in writing to any request for clarification received at least fourteen (14) days before the date of depositing of bids.

A copy of the response of the Contracting authority, indicating the question but not mentioning its author, is addressed to all bidders who purchased the Tender File.

8.2. Between the publication notice including the phase for the pre-qualification of candidates and the opening of the bids, any bidder who is aggrieved in the public contracts award procedure may petition to the Minister in charge of Public Contracts.

8.4. The appeal must be addressed to the contracting authority with copies transmitted to the Chairperson of the Tender Board and to the organ in charge of the regulation.

It must reach the contracting authority not later than fourteen (14) days before the date of opening of the bids.

8.4. The contracting authority has five (5) days to respond. The response is transmitted to MINMAP and to the organ in charge of the regulation.

Article 9: Modification of the tender file

9.1. The Contracting authority can, at any time before the deadline of depositing of bids and for any reason, whether on its own initiative or in response to a request for clarification by a bidder, modify the tender file by publishing the amendment.

9.2. Any amendment so published will be an integral part of the tender file as presented in Article 6.1 of the RGAO and will be communicated in writing to all bidders who purchased the Tender File.

9.4. To give bidders sufficient time to take account of the amendment in the preparation of their bids, the Contracting authority could extend the deadline of submission of bids, as much as necessary, the deadline for offers, in conformity with the provisions of section 19 of the RGAO.

C. PREPARATION OF BIDS

Article 10: Costs of submission

The candidate will bear all the costs associated with the preparation and presentation of his bids, and the Contracting authority and the project owner are not responsible for any of these costs, or to settle them, regardless of the conduct or outcome of the tender procedure.

Article 11: Language of bid

The bid, all correspondences and all documents exchanged between the bidder and the Contracting authority will be written in English or French.

Article 12: Composition of bid

12.1. The bidder's bid will include documents detailed in the Special Regulations of the invitation to tender, duly completed and grouped in three volumes:

a. Volume 1: Administrative documents

It includes:

I. All documents stating that the bidder:

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

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

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

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

V. Localization plan is duly signed by the authority concerned

b. Volume II: Technical File

It includes:

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

c. Volume 4: Financial File

It includes:

- I. The tender specimen form, in original drafted according to the model attached, stamped at the rate in force, signed and dated;
- II. The unit price schedule duly completed, with an indication of the unit price excluding VAT in letters and figures;
- III. Bill of estimates and quantities completed;
- IV. Sub-details of the different prices according to the model attached;

Bidders will therefore use the parts and models provided in the Tender File, subject to the provisions of section 16.2 of the RGAO on the other possible forms of bid security.

12.2. If, in conformity to the provisions of the RPAO, bidders bidding for several lots of the same invitation to tender, they can indicate the discount or rebates in case of allocation of more than one lot.

Article 14: Amount of bid

14.1. Unless otherwise indicated in the Tender File, the amount of the contract will cover all of the work described in section 1.1 of the RGAO, on the basis of the bill of quantity and cost estimates presented by the bidder.

14.2. The bidder will fill the unit and total price of all the items as well as the detail estimated quantities.

14.4. Subject to contrary provisions in the RPAO and CCAP, all the taxes and fees payable by the contractor in respect of the future contract, where otherwise, thirty (40) days before the deadline for submission of bids will be included in the bid prices and in the total amount of its offers.

14.4. If the terms of revision and/or updating of prices are provided in the contract, the date of establishment of the initial price and methods of review and/or discount price must be specified. Provided that any contract whose execution time is at most equal to one (1) year may not be the subject of price revision.

14.5. All unit prices shall be justified by sub-details established in accordance with the format proposed in section of sub detail for prices.

Article 14: Bid Currency and settlement

14.1. The amount of the contract is written entirely in CFA FRANCS. The amount of the bid, the unit price of the prices schedule and quantitative and estimated detail prices are labeled entirely in CFA FRANCS in the following manner:

- (a) Prices will be entirely denominated in CFA FRANCS. The bidder willing to spend money in other currencies for the execution of the work, will indicate in annex to the submission, the percentage of the amount of the offer required to cover needs in foreign currencies, without exceeding a maximum of three currencies of Member country of the institution financing the contract.
- (b) The exchange rates used by the bidder to convert its offer in national currency will be specified by the bidder in the annex of the submission. They will be applied for any payment in respect of the contract, so that no foreign exchange risk is supported by the winning bidder.

Article 15: Validity of bids

15.1. The bids shall remain valid for One hundred and twenty (120) days. Any offer with validity less than this period will be rejected by the Contracting authority.

15.2. In exceptional circumstances, the Contracting authority may seek the consent of the bidder for an extension of the period of validity. The application and responses to be made will be in writing. The validity of the submission guaranty under article 15 of the RGAO will be similarly extended for a corresponding period. A bidder may refuse to extend the validity of the offer without losing its bid bond. A bidder who agrees for an extension will not be asked to modify its offer, or will be allowed to do so.

15.4. When there is no article in the contract for the revision of prices and the period of bid validity is extended over sixty (60) days to the date of notification of the contract award or of the service order to start work to the successful bidder, as provided in the CCAP, the effect of actualization is not taken into account for the purposes of the assessment.

Article 16: Guarantee of submission

16.1. In application of article 10 of the RGAO, the bidder will provide a bid bond of the amount specified in the OMPP, which will be an integral part of its bid.

16.2. The bid bond must be in conformity with the model presented in the Tender File.

16.4. Any bid not accompanied by an acceptable bid bond will be rejected by the tenders' board as non-compliant. The bid bond of a group must be established in the name of the agent mandated to submit the bid and each member of the grouping must be mentioned.

16.4. The bid bonds and bids of unsuccessful bidders shall be returned within a period of fifteen (15) days from the date of publication of the results.

16.5. The bid bond of the successful bidder shall only be released as soon as the latter has signed the contract and has provided the required performance guarantee.

16.6. The bid bond may be seized:

a. If the bidder withdraws his bid during the period of validity;

b. If the bidder selected:

☐ Fails to fulfill its obligation to accept the contract pursuant to the results of award of the contract, or

☐ Fails to provide the performance guarantee pursuant to section 40 of the RGAO.

Article 17: Form and signature of the bid

17.1. The bidder will prepare an original of the constituent documents of the bid described in section 11 of the RGAO, in a volume bearing clearly the indication "ORIGINAL". In addition, the bidder shall submit the number of copies required by the OMPP, bearing the indication "COPY". In case of discrepancy between the original and the copies, the original will be taken.

17.2. The original and all copies of the offer must be typed or written in eligible ink and will be signed by the person duly empowered to sign on behalf of the bidder. All pages of the bid including overleaf will be initialed by the person (s) mandated to sign the offer.

17.4. In the offer there shall be no amendment, deletion or overloading, unless such corrections are initialed by the signatories of the bid.

D. SUBMISSION OF BIDS

Article 18: Sealing and marking of bids

18.1. The bidder will place the original and copies of the constituent documents of the bids in two separate and sealed envelopes marked "Original" and "Copy", as the case may be. These envelopes will then be placed in an outer envelope which will also have to be sealed, but that should give no indication of the identity of the bidder.

18.2. The inner and outer envelopes

a. Will be addressed to the Contracting authority as indicated in the OMPP;

b. Will bear the name of the project, the number of the invitation to tender in the OMPP, and the mention "To be opened only during the bid opening session" and also specify the lots.

18.4. The inner envelopes shall bear the name and address of the bidder to enable the Contracting authority to return the offer sealed if it was submitted after the date and time limit under the provisions of article 19 of the RGAO or to satisfy the provisions of article 20 of the RGAO.

18.4. If the outer envelope is not sealed and marked as specified in sections 17.1. and 17.2. above, the Contracting Authority will not be responsible if the offer is lost or open prematurely.

Article 19: Date and time limits to deposit bids

19.1. Bids must be received at the Council Office at the specific date and time indicated in the Special Regulation for the Invitation to Tender.

19.2. The Contracting Authority may at his discretion, extend the deadline fixed for the deposition of bids by publishing another date in accordance with the provisions of section 7 of the RGAO. In this case, all the rights and obligations of the bidders and the Contracting authority previously governed by the initial date limit shall be governed by the new date limit.

Article 20: Bids out of time

Any bid coming in after the date and time limit for the submission of bids under article 19 of the RGAO will be declared out of time and, therefore, not receivable.

Article 21: Modification, Substitution and withdrawal of bids

21.1. A bidder may modify, replace or withdraw his bid after submission, provided a written notification for the modification or withdrawal is received by the Contracting authority before the expiration of the period prescribed for the submission of bids. Such notification must be signed by a mandated representative. Modification or the corresponding bid to be replaced shall be attached to the written notification. The envelopes should be clearly marked depending on the situation, the mention "Withdrawal" and "Offer of replacement" or "Modification."

21.2. The notification of the modification, replacement or the withdrawal of the bid by the bidder shall be prepared, sealed, marked and sent in accordance with the provisions of section 15 of the RGAO. Withdrawal may also be notified by fax, but must in this case be confirmed by a duly signed written notice, with the date, the postmark being authentic, and must not be after the deadline set for the submission of tenders.

21.4. The bids which the bidders asked for the withdrawal pursuant to section 21.1 will be returned to them without having been opened.

21.4. Bid cannot be withdrawn within the interval between the deadline for the submission of bids and the expiration period of validity of the bid as on the bid form. The withdrawal of bid by any bidder during this interval leads to the bid bond being forfeited pursuant to the provisions of article 16.6 of the RGAO.

C. OPENING AND EVALUATION OF BIDS

Article 22: Opening of Bids

The tender's board shall proceed to open the bids in the presence of the bidders or their duly mandated representatives having a perfect knowledge of the bid.

Article 24: Confidential nature of the procedure

24.1. No information on the examination, evaluation, comparison of the bids, the verification of the qualification of bidders, and the recommendation of award of the contract shall be given to bidders or to any other person not concerned in this process until the award of the contract shall be made public by the Contracting Authority.

24.2. Any attempt by a bidder to influence the Tender's board or the Sub-Committee for analysis in the evaluation of bids or the Contracting Authority in the award decision may lead to rejection of his bid.

24.4. Notwithstanding the provisions of paragraph 19.2, between the opening of bids and the award of the contract, if a bidder wishes to enter in contact with the Contracting Authority for reasons related to his bid, he must do so in writing.

Article 24: Clarification on the bids and contact with the Contracting authority

24.1. To facilitate the examination and comparison of bids, the Chairman of the Tender's board may, at his discretion, ask any bidder for clarification on the bidder's bid. The request for clarification and the response shall be in writing, but no change in the amount or the content of the submission is sought, offered or permitted, unless it is necessary to confirm the correction of arithmetic errors discovered by the Sub-Commission for analysis in the evaluation of bids.

24.2. Subject to the provisions of paragraph 1 above, bidders are not allowed to have contact with any member of the tender's board and that of the Sub-committee for analysis for issues related to their bids, between the opening of bids and the award of the contract.

Article 25: Determining the conformity of bids

25.1. The Sub-Commission for analysis shall carry out a detailed examination of the bids to determine if they are complete, if the required guarantees have been provided, if the documents were properly signed and bids are generally in good order.

25.2. The Sub-Commission shall determine if the bid is substantially responsive to the requirements of the Tender File based on its content without recourse to extrinsic evidence.

Article 26: Correction of errors

26.1. The Sub-Commission shall check the bids found substantially responsive with the requirements of the Tender File for any correction of arithmetic errors. The Sub-Commission for analysis will correct the errors in the following ways:

- a. If there is a contradiction between the unit price and the total price obtained by multiplying the price by the amount, the unit price will govern and the total price will be corrected, unless, in the opinion of the Sub-Commission for analysis, the comma of the decimal digits of the unit price is obviously poorly placed, in which case the total price indicated will prevail and the unit price will be corrected.
- b. If the total obtained by addition or subtraction of the subtotals is not correct, the subtotal as indicated will govern and total will be corrected.
- c. If there is a contradiction between the price indicated in words and figures, the amount in words will govern, unless this amount is related to an arithmetic error confirmed by the sub detail of the said price, in which case the amount in figures will prevail subject to paragraphs (a) and (b) above.
- d. If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub-detail), the amount in the unit price breakdown shall govern.

26.2. The bid amount will be corrected by the Sub-Commission for analysis, in accordance with the procedure of correction of errors mentioned above and with the confirmation of the bidder, such amounts will be deemed to hire him.

26.4. If the bidder having presented the lowest evaluated bid price does not accept the corrections on his bids, his offer will be rejected and the bid bond forfeited.

Article 27: Evaluation and comparison of the financial bid (offer)

Only offers accepted, in conformity according to the provisions of section 24 of the RGAO, will be evaluated and compared by the Sub-Commission for analysis.

By evaluating the bids, Sub-Commission for analysis will determine for each bid the evaluated amount by correcting the amount as follows:

- By correcting any possible error in accordance with the provisions of article 25 of the RGAO.
- Excluding provisional sums and, the provisions if any, for contingencies in the detail bill of quantities and summary, but by adding the amount of day work, when they are competitively priced as specified in the OMPP.

F. ATTRIBUTION OF CONTRACT

Article 28: Award

The contracting authority will award the contract to the bidder whose bid has been recognized substantial responsive to the requirement of the Tender File and which has the technical and financial capacity required to carry out the contract in a satisfactory way and in which the bid has been evaluated the lowest.

Article 29: Right of the Contracting authority to declare an invitation to tender unfruitful (unsuccessful) or cancel a procedure

The Contracting Authority reserves the right to cancel a tender procedure only after **approval from the Minister Delegate in charge of Public Contracts** when the bids have opened or declare an tender unsuccessful following the opinion of the competent tender's board, without thereby incurring any claims from the affected bidders.

Article 40: Notification of the award of the contract

Before the expiry of the bid validity period fixed by the Special Regulation for Invitation to Tender, the contracting authority shall notify the award of the contract to the successful contractor confirmed by fax, by registered letter or by any other means available to do it. This notification letter will indicate the amount HT that the contracting authority shall pay to the contractor in respect of execution of works and the duration.

Article 41: Publication of the award decision and redress

The award of a contract shall be materialised by a decision of the Contracting Authority and notified to the successful bidder.

Any decision by the Contracting Authority to award a public contract shall be published; including the price and deadline, in the Journal of Public Contracts (JDM) published by the organ in charge of the regulation of public contracts or in any other publication authorised to do so.

Once the results awarding a contract are published by the Delegated Contracting Authority, bidders whose bids were not retained shall be informed of the rejection of their bids and invited to withdraw them within fifteen (15) days, except the copy meant for the organ in charge of the regulation of public contracts. Tenders that are not withdrawn within this deadline shall be destroyed without any claims being lodged by the bidder.

After publication of the results of the award, the Independent Observer's report, as well as the minutes of the award session to which is attached the report of the evaluation of bids, shall be communicated to any bidder or administration concerned upon request addressed to the Contracting Authority.

In case of any petition, it must be addressed to the Minister in charge of Public Contracts, with copies to the organ in charge of the regulation of public contracts, the Contracting Authority as well as the chairperson of the tenders' board.

On risk of being declared null and void, any petition must be formulated within a maximum of five (5) working days after the publication of result.

Article 42: Signature of the Contract

The award of a contract shall be materialised by a decision of the Contracting Authority and notified to the successful bidder.

42.1. After the publication of the award decision, the draft contract subscribed by the successful bidder is transmitted to the competent tenders' board for examination and adoption.

42.2. The Contracting Authority has a time-limit of seven (07) days from the date of reception of the approved draft contract from the competent's tenders' board and subscribed by the successful bidder to sign the contract.

42.4. The contract is notified to the contractor within five (05) days of signature.

Article 44: Guarantees

44.1. The final bond must be constituted within twenty (20) days following the notification of the contract by the Contracting Authority guaranteeing of the complete execution of the contract.

44.2. The final bond may not be less than two percent (2%) and more than five percent (5%) of the initial value of the contract. It may be replaced by a bank caution issued by a banking establishment or first rate financial institution authorized in accordance with the instruments in force.

44.4. Small and medium-sized enterprises (SME) constituted of National capital and managed by nationals may, in lieu of the final bond, provide a stator lien or a bond issued by a banking establishment or first rate financial institution authorized in accordance with the instruments in force.

44.4. The absence of the final bond within the prescribed time-frame, the Delegated Contracting Authority may decide to cancel or terminate the contract at the fault, expense and risk of the said contractor according to the conditions provided in the General Administrative Clauses (CCAG).

REPUBLIC OF CAMEROON
Peace – Work – eatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

P.O BOX 21 TEZE

NGIE SUB DIVISION

ANDEK COUNCIL INTERNAL TENDERS
BOARD



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTER DE LA DECENTRALIZATION ET
DEVELOPMENT LOCAL

REGION DU NORTH OUST

B.P 21 TEZE

ARRONDISSEMENT DE NGIE

COMMISSION INTERNE DE PASSATION DE
MARCHES AUPRES DE LA COMMUNE
D'ANDEK

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03/ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION, MOMO
DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024**

AUTHORIZATION N°:

IMPUTATION:

**PART 03
SPECIAL REGULATION FOR THE INVITATION TO
TENDER (SRIT)**

REPUBLIC OF CAMEROON
Peace – Work – atherland
MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT
NORTH WEST REGION
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NGIE SUB DIVISION
ANDEK COUNCIL INTERNAL TENDERS
BOARD



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
MINISTER DE LA DECENTRALIZATION ET
DEVELOPMENT LOCAL
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B.P 21 TEZE
ARRONDISSEMENT DE NGIE
COMMISSION INTERNE DE PASSATION DE
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D'ANDEK

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/02/2024
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DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024**

AUTHORIZATION N°:

IMPUTATION:

PART 04 SPECIAL ADMINISTRATIVE CLAUSES (C.C.A.P)

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The jobbing order has as subject the COMPLETION OF ACHANG BRIDGE IN NGIE, MOMO DIVISION, NORTH-WEST REGION. LOT.....

ARTICLE 2: Procedure of the award of the jobbing order

The present jobbing order is awarded after an Open National Invitation to tender, following procedures laid down for the award of public contracts in Cameroon.

ARTICLE 4: Definitions and attributions (CCAG article 2).

1- General definitions

- The Contracting authority is **the Mayor Andek Council**. He is responsible for the conservation of the originals of the jobbing order and the transmission of copies to ARMP through the focal point designated to that effect.
- The Project owner is **the Mayor Andek Council**, responsible for the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order.
- The Contract manager is **the DD MINADER Momo** and is responsible to ensure the defense the interest at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order
- The contract engineer is **the Divisional Delegate of Public Works Momo** and is responsible for the follow-up of the execution of the contract.
- The project manager is **the Chief Rural Eng MINADER** and is responsible to ensure the defense the interest at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order
- The Contractor is

2- Security

In view of the application of the law on collateral prescribed in the Decree n ° 2018/466 of 20 June 2018, the following are designated:

- The authority in charge of ordering payment shall be the the Mayor of Andek Council
- The body or official in charge of payment shall be the Municipal Treasurers For Andek Council
- The authority in charge of the clearance of expenditures shall be the Divisional Controller of financial -Momo;
- The official competent to furnish information within the context of execution of this jobbing order shall be the Project owner, project manager, and contract engineer.

ARTICLE 4: Language, law, and regulation

4.1. The language used during the submission is either English or French,

4.2. The laws and regulations are the laws and regulations in force in Cameroon;

4.4. The Contractor undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the contract.

If in Cameroon, these laws, regulations, administrative and fiscal obligations in force are changed after the signature of the contract, the eventual costs will be borne by the contracting parties.

ARTICLE 5: Constituent Parts of the Jobbing order (CCAG article 4).

The constituent parts of this contract are in order of priority:

- The letter of undertaking;
- The letter of submission corrected eventually;
- The special administrative Clauses (CCAP);
- The special Technical Clauses (CCTP);
- The unit price schedule;
- The bill of estimates and quantities;
- The unit price break down;
- The duly approved work plans;
- The Planning of the work (the work schedule).
- The bids of the contractor;
- The tender file;

ARTICLE 6: General applicable texts

- This jobbing order is subject to the following General texts of law
- The special General administrative Clauses (CCLS);
- The law N° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- Decree No. 2008/477 of 12/11/2008 fixing the attributions of Heads of Administrative Units, its organization and the functioning of their services;
- The Decree N° 2018/466 of 20 June 2018 to institute the Public Contracts Code;
- Decree n° 2001/048 of 24 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n° 2004/65/PM of 16 April 2004 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°094/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°24/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 40 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 004/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 41, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 004/CAB/PM of January 41, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Arrête N°0205/A/MINMAP of 04 July 2018 relating to the creation of Divisional Tenders' Boards;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 24 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);
- Circular N°001/CAB/PR of 19 june 2012 on the award, the control of execution of public contracts;
- Circular N° 00000026/C/MINFI of 29th December 2023 on the instructions relating to the execution of the finance laws, monitoring and control of the execution of the budget of the state, and other public entities for the 2024 financial year.
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;

- Order No 00002/MINEPDED of 08th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).
- Other texts specific to contracting fields.

ARTICLE 7: Communication (CCAG article 2 and 10).

7.1. All communications within the framework of this contract shall be written and notifications sent to the following address:

- 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;
- 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.
- 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: Service Order (CCAG article 8).

8.1. The different service orders will be established and notified. The administrative service order to start work will be signed by the Delegated Contracting Authority and notified to the contractor by the project owner with copies to the Delegated Contracting Authority, the Contract Manager, and the Contract Engineer.

8.2. On the proposal of the project owner, service orders having an incidence on the subject, the amount or delay in the execution of the contract will be signed by the Delegated Contracting Authority and notified by the project owner to the contractor with copies to the contract manager and the contract engineer.

8.4. Technical service orders on technical issues concerning the execution of the contract will be signed by the contract manager and notified to the contractor by the contract engineer with copies to the Delegated Contracting Authority.

8.4. Service orders on warning notices will be signed by the project owner and notified by his services to the contractor with copies to the Delegated Contracting Authority and the Contract Engineer.

8.5. Service orders on suspension and restart of works because of unforeseen circumstances will be signed by the Delegated Contracting Authority and notified by his services to the contractor with copies to the Contract Manager and the Contract Engineer.

8.6. Service orders concerning remedial actions during the guarantee period will be signed by the Contract Manager on the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

8.7. The contractor has fifteen (15) days to issue reservations on any service order received. The fact of issuing reservations does not prevent the contractor to execute the service orders received.

8.8. The Delegated Contracting Authority has the right to notify service orders signed by him that are to be notified by the project owner in case this is done within 40 days.

ARTICLE 9: Contractor's Equipment and Personnel (CCAG article 15).

9.1. Personnel: In his bid the contractor engaged to mobilize human and material resources necessary for the proper execution of the works in conformity with the standards and norms in force in Cameroon, and according to the stipulations of the CCAP/CCTP. All these personnel should be effectively present on site up to the end of works. The contract was awarded on the basis of an elaborated list of equipment and personnel requested by the contracting authority

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the contract engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the contract engineer. In case of any modification, the contractor shall replace any personnel with one having the same qualification, experience and competence or with appropriate performant equipment.

9.2. Replacement of a senior staff: The contractor's representative and the site foreman shall be approved by the contract manager. Their workers can be replaced or excluded from the site without a prior accord by the contract manager.

Any partial and total changes on the technical bid, shall take place only after a written approval by the contract manager. In case of any changes, the contractor shall replace any personnel with one having the same qualification, experience and competence. The list of personnel to be replaced will be transmitted to the project manager for approval.

The contract manager has the right to order for the replacement of any worker or labourer for reasons of misconduct, insubordination and incapacity. The contractor is responsible for all crimes and disorders committed by his workers. Any replacement of any senior staff shall have a lumpsum fine of Two hundred thousand (200 000) FCFA per person except for unforeseen circumstances. Any such replacement shall not interrupt the execution of the contract. The charges shall be born by the contractor. In case of any accident or illness, the contractor shall replace the worker in question without delay.

9.4. Any one sided decision to effect change of personnel of the technical bid before and during the execution of the contract constitute a justified reason for the cancellation or termination of the contract.

CHAPTER II: FINANCIAL PROVISIONS

ARTICLE 10: Guarantees (CCAG articles 29 and 41).

10.1. The performance bond:

Within twenty (20) days from the date of notification of the contract, the contractor shall produce a performance bond of three percent (4%) of the amount of the contract TTC, to guarantee the complete and proper execution of the contract. Beyond this time-limit, the Delegated Contracting Authority has the right to terminate or cancel the contract to the detriment of the contractor.

The contractor may replace the performance bond with a bank guarantee of corresponding or same amount, from financial or banking institution approved by the Minister in charge of finance which must be furnished prior to each payment on account. The bond or the security will be released simultaneously with each monthly payment, proportionately to the amount of work done.

The performance bond or the bank guarantee shall be released within thirty (40) days after the provisional acceptance of works by a waiver issued by the Delegated Contracting Authority after a written application from the contractor.

10.2. The retention guarantee:

A 10%, taxes inclusive, retention guarantee on the amount of the work actually carried out or executed shall be retained. It is obtained through successive deductions on all the installment payment. It will be restituted at the final reception.

The retention guarantee shall be released within thirty (40) days after the final acceptance of works by a waiver issued by the Delegated Contracting Authority after a written application from the contractor.

If, for any reason, the contractor refuses to comply with the service orders on corrections of imperfections or defects after the provisional acceptance and in the extra time allocated after the period of twelve (12) months, the amount of the holdback the Project Owner, the Contract Engineer and the Contracting Authority shall have the right to have the repairs carried out by their own workers or another contractor and to collect the money at the expense of the contractor through deductions on all sums due the latter by virtue of the contract.

10.4. The start of advance guarantee:

A startup advance that is at most equal to twenty percent (20%) of the amount of the contract all taxes inclusive (ATI) may be granted to the contractor on express request and without justification on his part. This advance must be guaranteed at one hundred percent (100%) by a first class Bank approved by the Ministry in charge of finance. This advance may be released after the notification of the Service order to start the work.

It shall be reimbursed by deductions done on the payments on account made to the contract holder during the execution of the contract and in accordance with the terms and conditions laid down in the said contract. The advance must be completely reimbursed not later than when the value of the basic price of the goods and services rendered shall have reached eighty percent (80%) of the price of the contract.

Following of the rate of reimbursement of the advance, the Delegated Contracting authority will authorize the payment of the corresponding part of the contractor upon written request.

ARTICLE 11: The Amount of the Contract (CCAG articles 18 and 19).

The amount of this contract, from the detailed quantitative cost estimates here attached stands at the sum of _____ (_____) FCFA, i.e.

- Amount (E VAT): _____ (_____) francs CFA;
- Amount VAT: _____ (_____) francs CFA;
- Amount net to be paid: _____ (_____) francs CFA;

The amount of the contract is calculated using conditions stipulated in article 19 of the General Administrative Clauses (CCAG).

ARTICLE 12: Payment Modalities

The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments. The contractor shall be bound to submit to the project owner, before the sixth day of each month, a detailed account, accompanied by a justificatory calculations and job cost sheet establishing the total amount spent at the end of the period under consideration, sums he may be entitled approved by the contract engineer and the contracting authority. The bills must correspond to the amount of work done, obtained from the amount of work actually executed under the conditions of the contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

The payment of an account to the contractor shall be determined from the corresponding provisional detailed account established simultaneously, from which is deducted the amount of the balance due. Payments on account are not considered to be the final payment. The contractor is debited with such payments until the final settlement of the contract.

Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account.

At the end of the work, a final account of the work is established.

ARTICLE 14: Mode of Payment

The payment of an account to the contractor shall be effected in accordance with the conditions specified in this contract and made base on justifying documentation required to credit of account:

1. Open: _____ agency;
2. Account number: _____

ARTICLE 14: Price variation

The prices are definite (fixed) and not to be changed. The contractor before submitting his bids or signing his contract must have had perfect knowledge about the local conditions under which he has to execute the contract.

ARTICLE 15: Price revision

The prices are not to be revised. Hence there is no price revision formula.

ARTICLE 16: Work using local direct labour (CCAG article 22)

Not required or necessary.

ARTICLE 17: Valorisation of works executed (CCAG article 24)

This contract is lump sum. The contract shall be paid on the basis of approved plans by the contracting parties. Possible differences noticed, for each type of structure or each element of the structure, between the quantities effectively executed and the quantities in the cost estimates shall not lead to the modification of the said price. This applies to errors that the cost estimates may include.

ARTICLE 18: Valorisation of supplies (CCAG article 24)

If need be, each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the project owner or the contract engineer.

ARTICLE 19: Advances (CCAG article 28)

The contractor may, upon simple request addressed to the project owner and without any justification, and after providing the guarantees required in the Public Contracts Code, obtain a so-called "start-off" advance or advance "for purchase of building materials".

This advance whose amount shall not exceed twenty percent (20%), all taxes inclusive, of the initial contract price shall be guaranteed at one hundred percent (100%) by a banking establishment governed by Cameroon law or a first rate financial institution authorized according to the instruments in force.

It shall be reimbursed by deductions done on the payments on account made to the contract holder during the execution of the contract and in accordance with the terms and conditions laid down in the said contract.

The advance must be completely reimbursed not later than when the value of the basic price of the goods and services rendered shall have reached eighty percent (80%) of the price of the contract.

ARTICLE 20: Payment of works executed (CCAG articles 26, 27 and 40)

Works assessment: Before the 40th of each month, the contractor and the control engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the control engineer two draft provisional monthly detailed accounts in seven copies (one

detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

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

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

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

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

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

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

ARTICLE 21: Interests on overdue payments (CCAG article 41)

Where the delay in payment fixed in the special administrative clauses is attributed to the Delegated Contracting Authority or accounting officer, the contract holder shall be fully entitled to interest on overdue payments calculated from the day following the expiry of the said deadline up to the day of issue of the payment voucher by the accounting officer.

Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 and 167 of Decree No. 2018/466 of 20 June 2018 to institute the Public Contracts Code.

ARTICLE 22: Penalties (CCAG article 42)

A. Penalties for lateness.

In case of overrun of the contractual deadlines set in the contract, the contractor shall be liable to penalties after a formal prior notice.

In the event of force majeure, the contractor must file a comprehensive request for an extension of time. The Delegated Contracting authority after consideration of the relevance of the request shall notify a new time frame. After this new time frame, the penalties for delay will be applied entirely without further notification. Except by waivers provided for in the contract, the amount of penalties for time-limit overrun shall be set as follows:

- a. One two thousandth (1/2000th) of the amount ATI of the contract per calendar day overrun from the first to the thirtieth (40) day beyond the contractual time-limit provided for in the contract;
- (b). One thousandth (1/1000th) of the amount ATI of the contract, per calendar day overrun beyond the thirtieth day;
- (c). The cumulative amount of penalties is limited to ten per cent (10%) of the amount ATI of the contract under pain of termination.

B. Specific penalties.

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

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

ARTICLE 24: Final detailed account (CCAG article 44)

24.1 After completion of the works, and within fifteen (15) days after the provisional acceptance, the contractor shall draw up the draft final detailed account from the joint sheets to which he may be entitled as a result of the integral execution of the contract.

24.2 The Contract Engineer has twenty (20) days to notify the corrected final detailed account.

24.4 The Contractor must within ten(10)days following the date of this notification,send back the final detailed account with his signature,with or without reservations,or make known the reasons for which he refuses to sign it.

ARTICLE 24: Final detailed General Payment (CCAG article 45)

24.1 Within a deadline of one (01) month after the final acceptance, the Contract Engineer shall draw up the detailed final payment.

At the end of the guarantee period leading to the final acceptance, the Contract Engineer shall draw up the detailed final payment sign by the contractor and the Contracting authority, which includes:

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

The amount of the general payment is equal to the result of this last summary.

24.2 The general detailed account signed by the Contracting Authority must be notified to the contractor by an administrative service order. The contractor then has one (01) month from the date of this notification to return this general detailed account, with or without reservations, to make known the reasons for his refusal to sign the general detailed account.

24.4 If the final detailed account is signed without reservations, this acceptance definitely binds the two (02) parties, except in the case of interests on overdue payments; if there are any. The detailed account thus becomes the final general detailed account of the contract.

24.4 If the contractor does not return the general payment within the deadline referred to above, this general detailed account shall be considered as having been accepted by him and thus become final.

The detailed account shall become final once it is signed without reservations by the contractor, except in the case provided for the preceding paragraph. The acceptance of a claim from the contractor shall be regularized by a rider to the general detailed account.

ARTICLE 25: Tax and customs regulations (CCAG article 46)

Decree No. 2004/651/PM of 16 April 2004 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

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

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

All taxes inclusive prices means VAT included.

ARTICLE 26: Stamp duty and registration (CCAG article 47)

Seven (07) original copies of the contract shall be stamped and registered by the contractor in the competent taxation unit within in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF WORKS

ARTICLE 27: Work consistency

The works include the following:

Lot 100: SITE INSTALLATION

Lot 200: SITE PREPARATION

Lot 400: EARTH WORKS

Lot 400: FOUNDATION, ABUTMENTS, SLABS

Lot 500: PAINTING

Lot 600: EQUIPMENT

ARTICLE 28: The obligations of the Project owner

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

28.2 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 29: Execution Time Frame (CCAG article 48)

29.1 The execution time frame for the execution of this contract shall be four (04) months. This shall include the completion of the works provided incumbent on the contractor, the folding up of installations and restoring the sites and lands.

29.2 The execution time frame for the execution of this contract shall run from the date of notification of the administrative service order to start execution. It shall end upon provisional acceptance of the works.

ARTICLE 40: Roles and responsibilities of the contractor (CCAG article 40)

The contractor shall have as mission to ensure the proper execution of the works that he has been selected to carry out. For that reason the works shall be executed under the supervision of the contract engineer and in accordance to the applicable rules and standards. Hence the works shall be executed according to the notified drawings, technical specifications and service orders from the competent authorities.

The contractor shall submit for the prior approval of the contract engineer, the local organization of the work, the work planning schedule, all structural calculations, trials and soil tests, list of skilled and unskilled workers.

The contractor shall be responsible for the implantation of the structures in relation to the original reference landmarks, lines and levels furnished by the project owner.

The contractor is responsible for the entire site, including interventions of certified subcontractors. He shall therefore:

- Put in place all the necessary conditions to enable his suppliers and sub-contractors, who are working with him to intervene in a timely manner and in accordance with the schedule of execution and under his leadership, and
- Ensure the proper execution of the service orders from competent authorities.

The contractor shall constantly keep a general and updated detailed schedule of the progress of the works and make available four (4) copies to the contract engineer at the beginning of each month.

To this end, the contractor shall take all measures and provide all necessary means, determine, choose and purchase all materials, equipment and supplies and hire any specialized staff if necessary.

ARTICLE 41: Provision of documents and site (CCAG article 42)

Within twenty (20) days after the notification of the contract, a reproducible copy of plans featuring in the tender file of the contract will be made available to the contractor by the project owner as well as the work site and its access

The contractor shall preserve in good state the site put at his disposal during the execution of the contract. He shall hand it back, at the request of the project owner in their initial state after the execution of the contract, with due consideration of its normal wear and tear.

ARTICLE 42: Insurance of structures and civil liability (CCAG article 45)

The following insurance policies are necessary for the execution of this contract within fifteen (15) days after the notification of the contract, and before the commencement of work guaranteeing against any loss or damage occurring on the structures and third parties up till the provisional acceptance:

Civil liability insurance and all construction risk.

The Contractor shall justify that he holds an insurance policy of civil liability for damage caused to third parties of all kinds:

- (a) By its current salarized personnels.
- (b) By the equipment in use.
- (c) As a result of the work.

Comprehensive insurance coverage

The working site must be covered for all the works by a construction site comprehensive insurance coverage issued by a company approved by the competent authority. The cost of this insurance is the responsibility of the contractor.

No settlement except the startup advance will be made without presentation of a certificate from an insurance company proving that the contractor has fully addressed the premiums or contributions for the work for this contract.

The contractor has a period of 15 (fifteen) days from the date of notification of the Service order to start the work to present a certificate of insurance proving the premiums or contributions for the work for this contract was fully settled. After that the contract may be terminated.

ARTICLE 44: Documents to be submitted by the contractor (CCAG article 49)

Within a maximum period of fifteen (15) days from the date of notification of the service order to start work, the contractor shall submit to the contract engineer, the programme of execution, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan in six (6) copies. A duly signed copy of the execution programme must be deposited at the Mayor's Office latest 15 (fifteen days) from the date of notification of the Administrative Order to commence execution. This working document shall include the following:

- General site installation;
- Company localization plan;
- Execution plans, drawings, calculations, detailed studies, quality control plan and work planning,
- Exhaustive list of personnel with their certified true copies of their diplomas
- Bill of estimate and quantities;
- Detailed list of materials and equipment available on the site;
- Detailed execution planning updated forecasts on the work progress in view of comparing the actual progress to the forecasts;
- The annexes files if the contractor deems it necessary.
- The site sign board

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 Engineer then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

The approval given by the Contract Engineer 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 contract engineer. After approval of the execution schedule by the Contract Engineer, the latter shall transmit it within five (5) days to the Delegated Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Delegated Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

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

ARTICLE 44: Organisation and security of the construction sites (CCAG article 50)

44.1 The sign boards:

The contractor will be responsible to ensure day and night signaling of working site close to the main road in accordance with instructions given by the control engineer. Two (2) signs board are required per construction site and should be in conformity with the regulatory provisions such as:

- The title of the project;
- The Project Owner;
- The Contracting Authority;
- The Contract Engineer;
- The Project manager
- The Contractor;
- The funding;
- The execution time-frame;
- The date of notification of the Service order to start work.

The signboard shall have the dimensions of 2, 00 x 4, 00 m.

Before the commencement of works, the contractor must make sure that she respects the elements of maturity of the project especially the location of the structure shown to him during the site visit. He shall be installed on the site by the following commission members:

- ☐ The authorizing authority(chairperson)
- ☐ The Divisional Delegate of MINTP or his representative.....(secretary)
- ☐ The Divisional Delegate of MINADER or his representative(Member)
- ☐ The Divisional Delegate of MINMAP or his representative.....(Observer)
- ☐ The DD MINDDEVEL or his representative(member)
- ☐ The CDO, ANDEK(member)

- ☐ The Contractor.....(member)

44.2 The site installation plan:

The site installation plan shall be done considering the following:

- Particular access roads;
- Vegetation to be protected;
- Temporal fence of the site;

44.2 The fencing of the construction site:

The construction site shall have a fence of 2m high.

44.4 The building site installation:

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

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

44.4 The site logbook:

A site log book shall be kept by the contractor at the construction site before site installation.

It is a unique non contradictory document. Its pages are numbered and sign. No page should be removed. Strikeout or rescinded parts are reported in the margin for validation.

The following informations are recorded in it:

- Atmospheric conditions;
- The daily executed tasks, personnel and equipment used;
- The progress of the work;
- The requirements imposed;
- The detailed work quantities;
- The work carried out by subcontractors;
- The receptions of building materials;
- The incidents, accidents or events on the construction site;
- Nonconformities;
- The official visits;
- The administrative operations;

The site logbook shall be counter signed by the contract engineer and the person in charge of technical or administrative work at each site visit and systematically sign the minutes of site meetings.

Any refusal of presentation or any attempt of total or partial destruction or falsification of this log book may give rise to administrative sanctions.

44.5 The site meetings:

- Site meetings shall hold regularly at the behest of the Project Owner. The presence of the contractor or his representative in these meetings is obligatory or mandatory.
- Periodic meetings shall hold in the presence of the Delegated Contracting Authority, the Contract Engineer and the Project Owner or their representatives.
- Minutes of these meetings shall be entered in the site logbook. The contractor or his representative shall at the beginning of the meeting present the level of physical execution of the work and the difficulties faced.

44.6 Sub-contracting:

The ceiling of the percentage of the works to be sub-contracted shall be set at thirty (40) % of the total amount of the contract.

44.6 Site laboratory:

The contractor shall have his own laboratory on the site to enable him carry out all tests and studies on building materials defined in the Special Technical Clauses. The personnel and the equipment must be approved by the Contract Engineer.

44.7 Security Measures:

The contractor shall provide and maintain at his expense all lighting, protection, closing and guarding devices that will be necessary for the proper execution of the work or that will be required by the engineer.

The contractor shall be responsible for all the consequences directly or indirectly of deficiency of signaling during the work.

The Contracting authority reserves the right, at the request of the engineer, without prior notice and at the expense of the contractor, to take all necessary measures engaging the responsibility of the contractor.

CHAPTER IV: ACCEPTANCE OF WORKS

ARTICLE 45: Provisional acceptance (CCAG article 67)

Before the provisional acceptance, the contractor shall apply to the Project Owner with copies to the Delegated Contracting Authority and the Contract Engineer for a pre-technical acceptance. This pre-technical acceptance shall notably involve a proper evaluation of the works executed as per stipulation of the contract. The minutes of this evaluation is drawn on the spot by the contract engineer and signed by the contractor or his representative.

The provisional acceptance commission shall be composed of the following members:

- The project owner..... President
- Contracting authority or his representative..... Member,
- The Contract manager or his representativeMember,
- The project manager or his representativeMember,
- The contract engineer.....Secretary,
- The store accountant of the council.....Member,
- THE CDO ANDEK COUNCIL..... Member,
- The DDMINMAP OR REPObserver,
- The contractor or his representative.....Observer.

The contractor is convened at the reception as observer. He is required to attend or to be represented.

The Commission after site visit, reviews the minutes of the pre-technical acceptance and proceed to the provisional acceptance.

The provisional acceptance site visit will be concluded with minutes of provisional acceptance signed on the field by all members of the Commission. Minutes of provisional acceptance shall precise or specify the date of completion of the work from which the guarantee period shall run.

ARTICLE 46: Documents to be submitted after execution Le plan de recollement. (CCAG article 68)

During the execution of the works the contractor shall update all the modifications on the contractual plans. At the end of the works he shall then reproduce the modified, updated and validated drawings and submit them to the contract engineer, the Delegated contracting authority and the project owner.

The non-submission shall attract a penalty of 20% from the retention guarantee.

ARTICLE 47: The guarantee period (CCAG article 70)

The guarantee period is twelve (12) months from the date of the provisional acceptance.

ARTICLE 48: Final acceptance (CCAG article 72)

Final acceptance shall take place fifteen (15) days from the date of the expiry of the guarantee period.

The final acceptance commission shall be the same as that of provisional acceptance and shall meet in the presence of the contractor.

The final acceptance procedure shall be the same as that of provisional acceptance and under the same conditions. Before pronouncing the final acceptance, the commission shall verify by all means put at their disposal that all the contractual provisions were fully respected by the contractor during the guarantee period.

The minutes of the final acceptance shall be drawn on the spot and signed by all the members.

CHAPTER V: MISCELLANEOUS PROVISIONS**ARTICLE 49: Termination of the contract (CCAG article 74)**

The contract may be terminated as provided for in Article 180 of the Decree 2018/466 of 20/06/2018 of the Public Contracts code and equally under conditions stipulated in articles 74, 75 and 76 of the CCAG, notably:

- Delay for more than fifteen (15) calendar days in the execution of a Service order or unjustified stoppage of work for more than seven (7) calendar days;
- Delay in the execution of work resulting to penalties above 10% of the amount of the contract;
- Default of the contractor;
- Refusal to repeat poorly executed works;
- Persistent non respect of payments on account.

ARTICLE 40: Case of force majeure (CCAG article 75)

40.1 No party to the contract shall be considered as having contravened his contractual obligations if he is prevented from doing so by a force majeure.

40.2 No claims shall be made against the contractor if he fails or delays in the execution of his contract due to cases of force majeure such as:

- Rains : 200 millimetres in 24 hours ;
- Winds : 40 metres per second ;
- Floods: frequent floods.

ARTICLE 41: Disagreements and disputes (CCAG article 75)

Disagreements and disputes during the execution of the contract shall be the subject of an attempt of amicable settlement, where need be, through mediation, in accordance with the provisions of the SAC and subject to the provisions of the Public Contracts Code.

Where the disagreements and disputes cannot be settled amicably, the matter shall be brought before the competent Cameroon jurisdiction, subject to the provisions of the SAC.

ARTICLE 42: Production and dissemination of this present contract.

Ten (10) copies of this present contract shall be produced and multiplied at the expense of the contractor.

ARTICLE 44 and last: Entry into Force of the Jobbing order

This contract shall be valid 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.

REPUBLIC OF CAMEROON
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COMMISSION INTERNE DE PASSATION DE
MARCHES AUPRES DE LA COMMUNE
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**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION, MOMO
DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024

AUTHORIZATION N°:

IMPUTATION:

<p>PART 05</p> <p>SPECIAL TECHNICAL CONDITION (C.C.T.P)</p>

CHAPTER ONE: GENERAL PROVISIONS

7.1. TECHNICAL SPECIFICATIONS OF WORKS

7.1.1. OBJECT OF THIS DOCUMENT

This book of technical specification of works is aimed at setting the rules and techniques of construction as well as the procedure of work envisaged for the COMPLETION OF ACHANG BRIDGE

7.1.2. PROCEDURE OF WORK

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

7.1.4. CONSISTENCE OF WORK

The complete project comprises the following lots:

- Lot 100: SITE INSTALLATION
- Lot 200: SITE PREPARATION
- Lot 400: EARTH WORKS
- Lot 400: FOUNDATION, ABUTMENTS, SLABS
- Lot 500: PAINTING
- Lot 600: EQUIPMENT

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

GENERAL TECHNICAL SPECIFICATIONS

A.1. TECHNIQUES OF REFERENCE DOCUMENTS

For the execution of the work, the contractor will be subject to the requirements and following basic technical documents:

- New technical rules of design and calculations of the works and constructions in reinforced concrete method of the limit states' (BAEL)-EDITION 91.
- French or similar standards approved in Cameroon.
- The rules of Cameroon for the construction and urban planning.
- The notebooks of the clauses and conditions imposed on the construction of public works and buildings in the Republic of Cameroon.
- Standards (AFNOR-CSTB) and technical documents unified (DTU)

A.4. MATERIALS CONSTITUTING THE CONCRETE

A.4.1 Aggregates.

All aggregate sites will be stored in compartments designed to this effect. Only aggregate authorized on the site are the following:

- 0/5 Crushed gravel
- Crushed gravel 5/15
- Crushed gravel 15/25
- Natural sand or crushing /5 (proportion of items retained on the sieve of 5mm must be less than 10%)

A.4.2. Gravel

They shall be obtained from a variety of quarries including river deposits, manual or machine crushed, chosen by the Contractor and approved by the Supervisor. They should be clean

(constituents eliminated through settling should be less than 2%) and their grading will be 5 to 15mm and 15 to 25mm suited to various use. If deemed necessary, it shall be washed before use. Gravel particles of less 5mm retained in each of the above grades should not exceed 10% by weight.

Gravel shall be free from dirt, clay or any organic matter which should be less than 1.5% and if deemed necessary, it should be washed before use as indicated by the supervisor.

A.4.4. Sands

Sands will have the characteristics specified in the tables relating to the type-approval tests. Sands will be fine, granular and crunching on hand, not sticking. They will get rid of any part earthy or limestone, of various waste, debris and wood.

The nature and origin of sand remains a subject to the controller's approval. The sand component should be more than 75% and the very fine constituents eliminated by settling should be less than 5%. The sand should pass a standard sieve and must be of high quality and free from dirt, clay or any organic matter and if deemed necessary, it should be washed before use.

- For mortar mixes the recommended standard sieve size is 2 to 2.8mm
- For plaster mortar mixes the recommended standard sieve size is 2mm
- For mass concrete mixes the recommended standard sieve is 5mm
- For reinforced concrete mixes the recommended standard sieve is 5mm.

A.4.4. Cement.

The cement will be CPA 45 or 45CPJ artificial Portland cements 215.425 standard P.15.402. They will be delivered on site paper bagged six layers. Any wet cement or having been altered by the humidity will be dismissed and removed immediately from the site.

They shall be Ordinary Portland Cement, CPJ 45 manufactured only by CEMENCAM or any other national cement factory, obtained from an approved bulk cement supplier. The bulk supplier must have not kept the cement in stock for more than two weeks. The contractor shall not stock cement on the site for more than three months. The cement must be stacked on 10cm wooden surface in a well ventilated store that is dry and warm, free from moisture. The quality and state of cement shall be verified by the supervising engineer before use. The use of imported cement is strictly prohibited.

The contractor will inform the work of the constitution of its supplies.

Conflicting samples will be carried out on each batch and submitted at the expense of the contractor to the tests prescribed by the standard P.15.401 of the AFNOR in a certified laboratory. Lots that do not possess characteristics required will have to be removed from the stock intended for work and evacuated from the site.

BaGTC must be in good condition at the time of their installation on the site and retained areas covered, perfectly dry and an area of isolated boards of ten centimeter ground (10cm) to a minimum.

A.4.5. Water.

The water used for construction purpose should be clean and free from any impurities which can affect the quality of the mixed materials. It should therefore be fit for drinking and the mix ratio should range between 0.4 and 0. by weight and context.

A.4.6. Steel

All frames or metal mesh implemented in concrete shall conform to the specifications of the 91 BAEL. The steel will have the characteristics of the standard French 45.001AFNOR. steels used on site will be the grade Fe E24 for mild steel and Fe E40 for high yield steels. The bars will be cut to the shear.

Bending will be cold, either manually or mechanically and diameter or greater than 42mm, provided that it is made use of control device in avoiding overheating and following the opinion of the representative of the control.

Diameter of cores used for bending will be consistent with the BAEL 91 rules and the approval certificates. The provisions of anchorage will be normal elbows 45° to return of square or double anchor elbow. Used steels will be degreased and free of scale. Bars with defects detrimental to their mechanical resistance, such as delamination, crack or chapped skin, will not be accepted.

The reinforcements will be shaped to provide exactly the lengths and the forms provided by the drawings of the company.

Assembly of the frames must be on the workshop of the site, but in a form of beam after implementation of the cheeks ever.

Coverings of reinforcement to the shuttering walls will be 2.5cm for concrete in elevation. Coverings of reinforcement to the shuttering walls will be 4cm for foundation concrete. Coverings of reinforcement in concrete forms will be obtained using precast concrete spacers or plastic spacers that dimension will be adapted to the result to get.

The concrete spacers include chevelus of attachment to the frame. Ligatures and mounting bars will be sufficient to avoid any distortion of assembly frame, both during the manipulation at the pouring of concrete.

In case of doubt on the quality of steels supplied on site, the employer or a representative of the contractor or, where applicable, the designated contractor may request, the responsibility of the company, to tests on samples taken on site. The tests will be carried out by an approved body.

For reinforcement of floor joists, all provisions will be taken to maintain the bars in the vicinity of support in a good position. Employment in sufficient number of cross-sectional distributions will prevent this possible effect. Recoveries shall conform to the requirements of the 91 BAEL.

Reinforcement with no-adherent rust traces will be vigorously brushed before implementation in concrete forms. Shaped or not reinforcement will be stored on some planks and not on the ground.

The reinforcements will be supplied in minimum length of 12metres. The reinforcement iron rods to be used will be mild or high yield steel. No use of recycled and rusted reinforcement rods is permissible.

A.4.6. wood

Wood for formwork: type white wood or equivalent

Wood for scaffold: type hard wood, moabi, mouvingui, frake or equivalent.

A.5. THE CONCRETE.

A.5.1 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 45 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 28 days compressive strength; 20 bars

-Resistance to traction at 28 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.

A.5.2 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/m⁴ and 75mm thick.
- ii. Mass concrete for floor works; All concrete in floor construction shall be 80mm/150mm thick and dosage of PC400kg/m⁴
- iii. Reinforced concrete for works above ground level and not submerged for beams, slabs, lintel, columns and pillar works shall be PC450kg/m⁴ 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/m⁴

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 400 (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 available in the procurement unit of PNDP).

A.5.4. 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.

A.5.4. 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 fixtures. 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.

A.5.5. Tests of concrete during work, test tube,

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

B.5.6. Failure to implement, surface condition.

For no-admissible by the 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.

NB: (Concrete mixes for various structural component works as specified can be consulted from the Request for Financing Document at PNPD Procurement Unit upon award of contract).

A.6. FORMWORK

A.6.1 General.

All foundation concrete structures will be carried out in ordinary form unless otherwise directed by the Contracting Authority and unless otherwise indicated on the plans.

- (a) If the ordinary forms consist of simply juxtaposed sawn wood, the latter must be level and proper bearings. The maximum gauge tolerated in joints is 2mm. the maximum vertical normally tolerated a siding between two juxtaposed sawn wood plan will be of three millimeters.

- (b) If the ordinary forms are composed of panels of agglomerated wood or plywood simply juxtaposed fibres, these panels will be proper bearings and on the same level. Joints tolerated between panels will be the same as between sawn wood. The tolerances are those of DTU 24 mentioned in the chapter IV section A.

A.6.2. Forming holes.

The holes and gaps to seal or for other purposes will be reserved by the establishment of appropriate forms, arranged so that all of their elements can be easily removed during stripping. He will be allowed to use expanded polystyrene blocks.

A.6.4. Care before concreting.

(a) Clean

The forms do not have to be stained by hydrocarbon products, such as fat, greasy, wax or rust etc. The spots will be carefully removed if necessary with ease.

(b) Cleaning

Immediately prior to the implementation of concrete, formwork will be cleaned carefully to remove dust and debris of all kinds.

Finishing of cleaning will be provided for by the air compressor.

(c) Humidification

Common wood forms will be heavily sprayed before implementation of the concrete.

Watering will be conducted as needed in several phases spread to obtain as complete as possible of the wood humidification, which will aim to strengthen the joints by swelling of the wood.

Wet surfaces shall however not be slick. Excess water will be evacuated to compressed air.

(d) Oil coating

Will be oiled coated before implementation of concrete:

- all metal formwork
- the treated forms composed of plywood panel or wood agglomerate and all concrete fibre forms for curves.
- The oil in excess at the bottom of mussels will be offset before concreting. Used oils will be so-called special release oils.

A.6.4. Maintenance.

If several jobs are planned for the same form, it will be perfectly cleaned and eventually returned in state before any new use.

A.6.5. 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.

A.7. 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.

A.8 Pointing shall be applied to joints of all external stone masonry walls that are visible to be aesthetic. mortar shall be used for pointing, to give good cement finish.

ORIGIN OF MATERIALS

As shown on table 14

CHAPTER TWO : EXECUTION OF WORKS

A.1.1. General Instructions

It should be noted that these specifications complete the construction plans and the construction plans complete the specifications. The Supervisor shall give modifications to plans provided or technical specifications in writing. For this purpose, a numbered page book shall be on site in which the instructions are written. Both the contractor and the Supervisor shall initial the book pages. Therefore, the contractor must execute the works in conjunction with the three documents. The contractor shall take note of any omissions or discrepancies that may exist in the three documents and call the attention of the Supervisor who is at his disposal for necessary information and inquiries. Any works carried out in negation of these instructions or provisions shall be demolished at the expense of the contractor.

A.1.2. Security.

The contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that work is underway and he shall be responsible for any accident that occurs on the works site and/or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence of the works site. Organization of work and security on the works site shall be the responsibility of the contractor.

A.1.4. Traffic

The contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the contractor and in case of any breach of contract by the latter, the supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the contractor.

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

A.1.4. Site clearance.

The building site shall be cleared of grass, vegetable soil and tree stumps to prepare it for construction. Roots of trees shall be completely removed and any vegetable matter before backfilling of the foundation. The vegetable soil of 15cm should be completely cleared and piled aside before bringing back for landscaping and implementation of environmental aspects at the end of construction works.

A.1.5. Nomenclature of work (setting out of works)

The contractor shall be responsible for the setting out of the constructions works, respecting environmental and water supply norms related to positioning and distances of stand taps stipulated in the distribution network plan. He shall ensure accuracy in the positioning of the structures on the site. It shall be checked and approved by the supervisor before any excavation work can begin.

A.1.7. IMPLEMENTATION OF STRUCTURE

Implementation of buildings will be provided by the company, and approved by the controller before any commencement of work. Errors of elevations that implementation operations might reveal must be immediately reported to the employer to make the necessary changes to the smooth running of the site.

A.1.8. MODIFICATION OF WORK.

The contractor shall be deemed having sufficient knowledge of the conditions and context of the project and suggestions for the work.

However, in cases where changes in the nature of earthworks prove necessary in work, either by the nature of the altitude of the land, or by the presence of obstacles, such as pipelines, remains, etc. The Contracting Authority will define the impact on the schedule and the settlement of expenditure result from these changes. The contractor shall continue the work with the agreement of the Contracting Authority.

A.1.9. USE OF EXPLOSIVES

The use of explosives is strictly prohibited.

A.1.10. IMPLANTATION

The bottom of the trenches must attain good sub-soil. Foundations should rest on the bedrock. If in the performance of excavations, there is water or the water seepage, the company will take any provision for the support of excavations and bailout the water entering these works.

If the trenches are invaded by water of any kind whatsoever, the company must achieve the exhaustion, which will remain in his expense, and all the costs associated with the losses, both day and night, that will be needed for a good performance of the work.

The soil to be used for backfilling would be the assessment of the controller and for other jobs in the work will be the contractor, brought to landfills from any place without special compensation regardless of the distance.

It may be ordered application of backfilling in the right-of-way of the site without that there is place for special compensation. Embankments around the excavations will be carried out with materials from excavations on the condition that it be approved by the control. The backfilling around the works will be performed by successive layers of maximum 20cm thick, pounded, sprayed and compacted. In case a contribution of land would be necessary, he will have to achieve healthy places and in all cases of sites approved by the controller. It is prohibited to obtain soil-material from recent masonry work, to do these backfilling executed by hand to load the walls evenly and avoid all constraints that could result from a poorly distributed load.

B-TECHNICAL CONDITIONS FOR EXECUTION

- 1) **STRUCTURE AND EXECUTION PLANS:** It is the duty of the project owner to provide all the structure and the execution plans to the contractor.
- 2) **PRILIMINARY WORKS:** The contractor shall obtain authorisations necessary for the realisation of works from the competent authorities. He shall also make contact with water and electricity authorities in case their lines shall be tampered with.
- INSTALLATION OF WORKSITE:** The contractor shall furnish the owner of the job within the shortest possible time with an installation plan showing clearly how he intends to run the site.

- 4) **PROTECTION OF STRUCTURES AND MATERIALS:** The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek insurance cover for theft and fire.
- 5) **PRECAUTION AGAINST ACCIDENTS:** The contractor shall take all preventive measures against accidents. The owner of the job reserves the right to intervene in case of emergency without necessarily interfering with the responsibility of the contractor.
- 6) **VERIFICATION OF DIMENSIONS:** The contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The contractor shall check in situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Control Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Control Engineer of all changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The owner of the job shall have the right to the final choice in any modification.

- 7) **ERRORS AND OMISSIONS IN THE DOCUMENTS:** The descriptions complete or confirm the indications on plans. In the case of contradictions between the plans and the description contact the Control Engineer for examination

C-WORKS

- **Studies:** After this feasibility studies by the consultant, the contractor has to carry out his/her own studies using the plans, specifications, bill of quantities, visit the site to have a mastery of the project before he/she can prepare a bid for the project. In case of an omission or an error he should indicate to the authorities concerned.
- **Execution documents:** The following documents will be needed for the proper execution of works:
 - ✓ Tender document
 - ✓ A registered contract/jobbing order
 - ✓ Service order to start work
 - ✓ The working plans
 - ✓ Work execution program
 - ✓ Site log book/minutes book
 - ✓ As-built plan (at the end of works)
- **Mobilisation, site installation and implantation project**
The installation of the working site will be at the expenses of the executing enterprise. It will include:
 - The construction or renting of a base where the equipment of the contractor shall be kept.
 - The construction of a provisional fence round the base;
 - Provisional water connections, electricity and telephone
 - The cleaning and the guarding of the project site

Compaction of the material with a cylinder compactor upto obtaining a compaction of 95%OPM and a thickness of 20cm.

The approval of the material and the borrow pit shall be done at least two (02) weeks before the start of this activity. At the end of this activity, the road surface should be moulded with a slope of 4% and shall present a convex (curved outwards) shape to avoid water stagnation and enable drainage of the water into the road side gutters for onward freeflow evacuation.

HEALTH AND SAFETY AT WORK

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

SITE SECURITY

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

CHAPTER FOUR: MECHANISMS FOR THE PROTECTION OF THE ENVIRONMENT

The contractor will propose to the control engineer, before the beginning of works, the place of his yard facilities and will request his authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the structure and general circulation.

The site must foresee an adequate drainage of waters on the whole surface.

At the end the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, slab, support made of wood or metallic, etc.. in order to put back the site in its nearest initial state. No equipment nor materials should be abandoned on the site, nor in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.

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D'ANDEK

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercice 2024**

AUTHORIZATION N°:

IMPUTATION:

PART 06 UNIT PRICE LIST

**UPS FOR THE COMPLETION OF BRIDGE IN ACHANG IN NGIE SUB DIVISION,
MOMO DIVISION.**

Type of structure: Stone Masonry Bridge with a concrete Slab, Abutment height: 5ml

Span : 6.5ml, With 5m

N°	Description of works	Unit	Quantity	U.P in figure.	U.P in words
	Series 100 - Installation				
101	Site Installation	Ls	1		
	Total Site Installation				
	Series 200 - Site Preparation				
201	Site clearance	m2	600		
	Total Site Preparation				
	Series 300 - General Earth Works				
301	Fill from borrow pit	m³	80		
	Total General Earth Works				
	Series 400 - Foundations - Abutment - deck				
401	Mass concrete for protection of footings	m3	2.2		
403	Stone Masonry for completion of abutment wall	m3	4		
404	Reinforced concrete dose at 400kg/m3 for pillars/sitting	m3	4.5		
405	Reinforced concrete dose at 400kg/m3 for beams and slab	m3	13.4		
	Total Fondations - Abutment - deck				
	Série 500 -Painting				
503	Anti rust paint	m2	10		
504	Oil paint	m2	25		
	Total Assemblages				
	Series 600 - Equipment				
601	Mixed hand rails	ml	13		
602	Reinforced concrete beacons	u	4		
603	Drainage pipes	ml	6		
604	signalisation boards type A or AB	u	2		
605	Balise	U	8		
	Total Equipment				

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LOCAL DEVELOPMENT
NORTH WEST REGION
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ANDEK COUNCIL INTERNAL TENDERS
BOARD



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MINISTER DE LA DECENTRALIZATION ET
DEVELOPMENT LOCAL
REGION DU NORTH OUST
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COMMISSION INTERNE DE PASSATION DE
MARCHES AUPRES DE LA COMMUNE
D'ANDEK

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024**

AUTHORIZATION N°:

IMPUTATION:

**PART 07
BILL OF QUANTITIES**

**BILL OF QUANTITIES AND ESTIMATES FOR THE COMPLETION OF BRIDGE
IN ACHANG IN NGIE SUB DIVISION, MOMO DIVISION.**

Type of structure: Stone Masonry Bridge with a concrete Slab, Abutment height: 5ml

Span : 6.5ml, With 5m

N°	Description of works	Unit	Quantity	U.P.	Total Price
	Series 100 - Installation				
101	Site Installation	Ls	1		
	Total Site Installation				
	Series 200 - Site Preparation				
201	Site clearance	m2	600		
	Total Site Preparation				
	Series 300 - General Earth Works				
301	Fill from borrow pit	m³	80		
	Total General Earth Works				
	Series 400 - Foundations - Abutment - deck				
401	Mass concrete for protection of footings	m3	2.2		
403	Stone Masonry for completion of abutment wall	m3	4		
404	Reinforced concrete dose at 400kg/m3 for pillars/sitting	m3	4.5		
405	Reinforced concrete dose at 400kg/m3 for beams and slab	m3	13.4		
	Total Foundations - Abutment - deck				
	Série 500 -Painting				
503	Anti rust paint	m2	10		
504	Oil paint	m2	25		
	Total Assemblages				
	Series 600 - Equipment				
601	Mixed hand rails	ml	13		
602	Reinforced concrete beacons	u	4		
603	Drainage pipes	ml	6		
604	signalisation boards type A or AB	u	2		
605	Balise	U	8		
	Total Equipment				
	Total Amount HT				
	VAT(19.25%)				
	AIR (2.2%)				
	TOTAL Amount TTC				
	NET PAYMENT				
	THIS ESTIMATE IS CLOSED AT THE SUM OF:				

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NGIE SUB DIVISION
ANDEK COUNCIL INTERNAL TENDERS
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D'ANDEK

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024**

AUTHORIZATION N°:

IMPUTATION:

PART 08 UNIT PRICE BREAKDOWN

Lot :					
SUB-DETAIL OF PRICE N°:					101
DESCRIPTION OF ACTIVITY ON					
Prix N°:	Daily output		Total Quantity:	Unit:	Duration of activity (Days):
	CATEGORY	NUMBER	Daily Salary	Paid Man-day	Amount
A - PERSONNEL					
		TOTAL A			
	TYPE	NOMBER	Daily rate	Days billed	Amount
B - EQUIPMENT					
		TOTAL B			
	TYPE	UNIT	Unit price	Consumption	Amount
C - MATÉRIALS					
		TOTAL C			
D	TOTAL DIRECT COST		A+B+C		
E	GENERAL SITE RISK		10%	D x 10%	
F	GENERAL HEAD OFFICE EXPENSES		5%	D x 5%	
G	COST PRICE		(D+E+F)		
H	RISK + PROFIT		10%	G x 10%	
I	BID PRICE EXCLUDING TAXES		(G+H)		
J	UNIT PRICE EXCLUDING TAXES		(I/Qty)		

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ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/03/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercice 2024**

AUTHORIZATION N°:

IMPUTATION:

**PART 09
ANNEXES**

UNDERTAKING BY THE BIDDER

I the undersigned (name and first name of the signatory)

_____ acting as

_____ (quality of the signatory with respect to the company), of Nationality _____, and residence in _____.

After having read and taken note of all the parts of the Open National Invitation to Tender, in Emergency Procedure N°.../ONIT/AC/ACITB/2024 OF

FOR THE COMPLETION OF ACHANG BRIDGE IN NGIE SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.

.....I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.

I commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.

I declare to have perfect knowledge of the decree n° 44/CAB/PM of February 14 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.

I declare moreover that I remain committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

BID BOND

Reference of the guarantee: N° _____

Invitation to tender N° _____

We understand that _____ (hereinafter called "the bidder"), has submitted his bid on _____ For The _____, In Ngie Sub Division, Momo Division, North West Region,

We, _____ (Bank) of _____ (country), with our head quarter in _____ hereby declare to guarantee payment to the contracting authority of the sum of _____ (in letters and in figures), that the Bank is committed to pay completely to the contracting authority, bidding itself, its successors and assignees.

Signed and authenticated by the aforementioned Bank this (day) of (month), and (year).

The conditions of this commitment are as follows:

1. If after the opening of the bids, the bidder withdraws his Offer during the validity period specified by himself in his tender, or
2. If the bidder, having been notified of the award of the contract by the 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 as provided for by the contract.

We undertake to pay the contracting authority an amount up to the maximum of the sum referred to above upon receipt of his written demand, without the contracting authority having to substantiate his demand, provided that in its demand the contracting authority shall note that the amount claimed by him is due, because on 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.

Signature and stamp of the Guarantors

Date _____

Address _____

MODEL FINAL BOND

Bank:

Reference of the bond: No _____

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

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

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to [4%] of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

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

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

MODEL OF START-OFF ADVANCE BOND

Bank: reference, address _____

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

MODEL OF PERFORMANCE BOND (RETENTION FUND)

Bank: _____
Reference of the bond: No _____

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

Hereinafter referred to as "the Project Owner"

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

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

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

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

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

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

This bond shall enter into force upon signature. It shall be released within thirty (40) days from the
date of the final acceptance of the works and upon release issued by the Project Owner.

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

TENDER SPECIMEN FORM

I undersigned _____ acting as _____, of Nationality CAMEROONIAN, and residence in _____.

After having read and taken note of all the parts of the Open National Invitation to Tender in emergency procedure N° /ONIT/AC/ACITB/2024 OF

FOR THE COMPLETION OF ACHANG BRIDGE IN NGIE SUB DIVISION, MOMO DIVISION, NORTH WEST REGION. LOT.....

In the case where our offer would be accepted, I subject myself and engaged to:

- Carry out the aforementioned contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, at the prices indicated in the schedule of Unit Prices, quantitative estimate, for the total amounts of the bid in francs CFA :

- In Letter and figure (including all taxes): _____
- In Letter and figure (VAT 19, 25%): _____
- In Letter and figure (HT): _____

To pay the forwarding costs of the contractual parts;

- Begin work in seven (7) days maximum and to carry out the contract in three (4) months as from the date of notification of service order to start work.

The contracting authority shall pay the sums due for this contract by crediting account n° _____ opened in _____ branch.

I declare to have perfect knowledge of the decree n° 44/CAB/PM of February 14 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialled copy of the aforesaid document to my offer.

I declare moreover that I remained committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

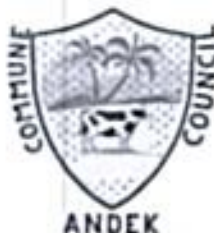
PLANNING OF WORK EXECUTION

OPEN NATIONAL INVITATION TO TENDER:

N°.../ONIT/AC/ACITB/2022 of

N°	DESCRIPTION	Duration	FIRST MONTH					SECOND MONTH					THIRD MONTH			
			1	2	4	4	5	6	7	8	9	10	11	12	14	14
Lot 100	PRELIMINARY WORKS															
101																
102																
Lot 200	SURFACE DRESSING/ EARTH WORKS															
201																
202																
204																

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LOCAL DEVELOPMENT
NORTH WEST REGION
P.O BOX 21 TEZE
NGIE SUB DIVISION
ANDEK COUNCIL INTERNAL TENDERS
BOARD



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DEVELOPMENT LOCAL
REGION DU NORTH OUST
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D'ANDEK

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024**

AUTHORIZATION N°:

IMPUTATION:

OTHER DOCUMENTS

EVALUATION SHEET

GRADING SCHEME – TECHNICAL FILE

ENTERPRISE: _____

I – PERSONNEL

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A	WORKS DIRECTOR			
1	Certified true copy of National Identity Card if not no notation of N°A			
2	Certified true copy of diploma, C V dated and signed and Attestation of availability dated and signed			
B	SITE FOREMAN			
1	Certified true copy of National Identity Card if not no notation of N°B			
2	Certified true copy of diploma, C V dated and signed and Attestation of availability dated and signed			
C	TEAM LEADER : Building (ONLY LOT 2)			
1	Certified true copy of National Identity Card,			
2	Certified true copy of diploma			
4	C V dated and signed and Attestation of availability dated and signed			
D	TEAM LEADER : Wood works			
1	Certified true copy of National Identity Card,			
2	Certified true copy of diploma			
4	C V dated and signed and Attestation of availability dated and signed			
	TOTAL		/04 YES	

II - REFERENCES

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A	02 References in the road or public works with justification (amount at least 10 000 000 all taxes inclusive) for the past 04 years.			
1	First project			
2	Second project			
	TOTAL		/ 02YES	

III -EQUIPMENT

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Proof of ownership or rental of a vehicle (Pick up 4 x 4 or van and a truck) in good operating condition with a current visite technique and a carte grise			
2	Proof of ownership of a concrete mixer, compactor and vibrator in good operating condition			
4	Proof of ownership of Hand tools (building, carpentry) ¹ in good operating condition.		/ 04 YES	

IV – METHODOLOGY OF INTERVENTION AND WORK EXECUTION

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1-	ACKNOWLEDGEMENT OF SITE AND PRESENTATION OF THE COMPANY			
	Attestation of site visit and site visit report with relevant images			
	Organizational chart of the enterprise with comments			
	Organizational chart of the building construction site with comments ⁴			

2-	ACKNOWLEDGEMENT OF TECHNICAL SPECIFICATIONS AND PLANNING OF WORKS AND EXECUTION DATE LINE			
	A copy of CCTP (Special Technical Specification) duly initialed on each page, signed by the enterprise and dated on the last page.			
	Planning of work execution with comments ⁷			
	Installation: Origin of materials			
	Description of deployment of team			
4-	BUILDING CONSTRUCTION MATERIAL TESTS & METHODOLOGY OF EXECUTION OF WORKS			
	Description of tests on sand, gravel, cement and reinforcement (steel rods)			
	Description of tests on mortar, blind concrete and reinforced concrete			
	Proper description of the methodology of execution of works ⁸			
	Description of health /safety /socio-economic and environmental measures at the building site			
	Description of the application of the HIMO approach			
	Description of maintenance measures during the guarantee period			
	TOTAL		/ 04YES	

NB: point is validated once 80% or more of requirement is fulfilled

V- SELF FINANCING CAPACITY

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.) The available amount must be at least equal to 25% of the projected amount of the project.			
	TOTAL		/ 01YES	

VI- GENERAL PRESENTATION OF THE BIDS

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
1	Presence, clearness of all documents, presentation of document in the order given in this tender and properly bound, Table of contents, pages numbered and separators in a colour apart from white, quality of document.			
	TOTAL		/ 1 YES	
TOTAL : GENERAL GLOBAL TECHNICAL SCORE				/14 YES

NB: point is validated once 70% or more of requirement is fulfilled

VERIFICATION OF THE ADMINISTRATIVE DOCUMENTS

	ENTREPRISE :	YES	NO
01	Undertaking by bidder stamped, signed and dated in conformity with the model attached		
02	Attestation of non-bankruptcy dating less than 4 months, issued by the Competent jurisdiction		
04	Attestation of domiciliation of Bank account of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.		
04	Bank guarantee(of the same bank) on the list of banking institutions of first order approved by the Ministry in charge of finance, for an amount in francs CFA of 240 000 FCFA		
05	Treasury Receipt of purchase of the tender file, as stipulated in the notice of call for tender.		
06	Attestation of C.N.P.S, valid and for the tender concern		
07	A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 4 months and issued by ARMP		
08	An attestation of the bidder's fiscal obligations signed by the competent Taxation authority dated at most 4 months.		
09	An attestation of non-indebtedness signed by the Director or the head of the tax centre.		
10	A Certified copy of taxpayer card valid, dated at most 4 months		
11	Attestation of site (visit with at least three (04) pictures)		
12	Plan and attestation of localization signed by the taxation authorities.		
14	CCAP completed and initialed on all the pages		
	General observation		

MODEL ATTESTATION SITE VISIT

COMPANY LETTER HEAD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 03 /ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

ATTESTATION OF SITE VISIT

I _____, undersigned _____, acting
as _____, of Nationality CAMEROONIAN, and residence in
_____, bearer of NIC N° _____,

After having read and taken note of all the parts of the Open National Invitation to Tender in emergency
procedure N°/ONIT/AC/ACITB/2024 OF

**FOR THE COMPLETION OF ACHANG BRIDGE, IN NGIE SUB DIVISION, MOMO
DIVISION, NORTH WEST REGION**

I visited, inspected and gathered all relevant information concerning the project site, declare to
have appreciated and under my responsibility, the project site configuration, the various difficulties
related to the execution of the works.

I undertake and engage to execute the works on the site indicated/inspected without any claims
as concern the site configuration in conformity to contractual clauses and construction
norms/techniques and further technical instructions that shall be given for the quality physical execution
of the works of which I present my offer.

En foi de quoi, la présente attestation de visite de site est établi pour valoir et servir ce que de
droit.

IN TESTIMONY WHEREOF, this present site visit attestation is established by the enterprise to serve
wherever and whenever necessary.

Date

Signature

PERSONNEL FORM

POST	Number	NAMES SURNAMES	AGE	FORMATION	DATE OF RECRUITEMENT	EXPERIENCE IN THE BUILDING SECTOR (AT LEAST 5 YEARS)	OBSERVATIONS
Works Director							
Site foreman							
Team leaders							

EQUIPMENT

N°	Designation	Marque	Capacity	Age	Present state	Proprietor	Localisation
1							
2							
4							
4							
5							
6							
7							
8							
9							

Annexe photocopies d'immatriculation

REFERENCES

(Join copies of PV of reception)

N°	INFORMATION ON	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE
1	Contracting Authority					
2	Subject of the project					
4	Localisation of the project					
4	SERVICES					
5	Amount of the contract					
6	Execution dead line					
7	Date of provisional reception					
8	Date of final reception					
9	Certificat de bonne fin (Annexe N°)					
10	Number of technical staff					
11	Number of workers					
12	Equipment used					

References of the enterprise/Annual turnover

Enterprise :
statistique :

Registre de commerce :

Siège social :

N°

	Building	hydraulics	roads	Divers	TOTAL
TURN OVER 2012 principal works	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
TURN OVER 2014 Principal Works	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
TURN OVER 2014 principal works	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA

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MARCHES AUPRES DE LA COMMUNE
D'ANDEK

JOBGING ORDER N° _____/JO/AC/ACITB/2024
AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER
N°03 /ONIT/AC/ACITB/2024 OF 14/02/2024
FOR THE CONSTRUCTION OF FARM TO MARKET BRIDGES, IN NGIE SUB
DIVISION, MOMO DIVISION, NORTH-WEST REGION. LOT

CONTRACTOR:.....

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....

**SUBJECT: FOR THE COMPLETION OF ACHANG BRIDGE
IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST REGION.**

PLACE OF EXECUTION:

EXECUTION DEADLINE: Two (02) Months

AMOUNT:

AMOUNT FCFA	TOTAL AMOUNT
ALL TAXES INCLUSIVE	
HTVA	
VAT (19, 25%)	
A.I.R (5,5% or 2,2%)	
NET TO BE PAID	

**FUNDING: PUBLIC INVESTMENT BUDGET MINADER
Exercice 2024**

SUBSCRIBED ON : _____

SIGNED ON : _____

NOTIFIED ON : _____

REGISTERED ON : _____

BETWEEN:

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

ON THE ONE PART

AND :

CONTRACTOR:

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....:

Represented by so Hereinafter referred to as the "Contractor"

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

Page And the last of the jobbing order

JOBGING ORDER N°/JO/AC/ACITB/2024
AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER
N°..../ONIT/AC/ACITB/2024 OF
FOR THE COMPLETION OF ACHANG BRIDGE MOMO DIVISION, NORTH-
WEST REGION. LOT.....

CONTRACTOR:.....

EXECUTION DEADLINE:

Two (02) Months

AMOUNT:

MONTANT FCFA	MONTANT TOTAL
TTC	
HTVA	
TVA (19,25%)	
A.I.R (5,5% or 2,2%)	
Net à Mandater	

Read and approved by the contractor

Andek, the

Signed by the Mayor Andek Council,
Contracting Authority

Andek, the

REGISTRATION

**LISTE DES ETABLISSEMENTS BANCAIRES ET ORGANISMES FINANCIERS DEFINITIF AUTORISES
A EMETTRE DES CAUTIONS DANS LE CADRE DES LETTRE COMMANDES PUBLICS.**

BANKS

1. Afriland First Bank (AFB)
2. Banque Atlantique Cameroun (BACM)
3. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
4. CITI Bank N.A. CAMEROON
5. Commercial Bank of Cameroon (CBC)
6. Ecobank Cameroon (EBC)
7. National Financial Credit Bank (NFC BANK)
8. Société Commercial de Banques Cameroun (CA-SCB)
9. Société Générale de Banque au Cameroun (SGBC)
10. Standard Chartered Bank Cameroon (SCBC)
11. Union Bank of Cameroon PLC (SCBC)
12. United Bank for Africa (UBA)

N.B: la liste ci-dessus est également disponible sur le site web :www.arnp.cm

REPUBLIC OF CAMEROON
Peace – Work – etherland
MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT
NORTH WEST REGION
P.O BOX 21 TEZE
NGIE SUB DIVISION
ANDEK COUNCIL INTERNAL TENDERS
BOARD



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
MINISTER DE LA DECENTRALIZATION ET
DEVELOPMENT LOCAL
REGION DU NORTH OUST
B.P 21 TEZE
ARRONDISSEMENT DE NGIE
COMMISSION INTERNE DE PASSATION DE
MARCHES AUPRES DE LA COMMUNE
D'ANDEK

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° /ONIT/AC/ACITB/2024 OF
FOR THE COMPLETION OF ACHANG BRIDGE NGIE SUB DIVISION,
MOMO DIVISION, NORTH-WEST REGION.**

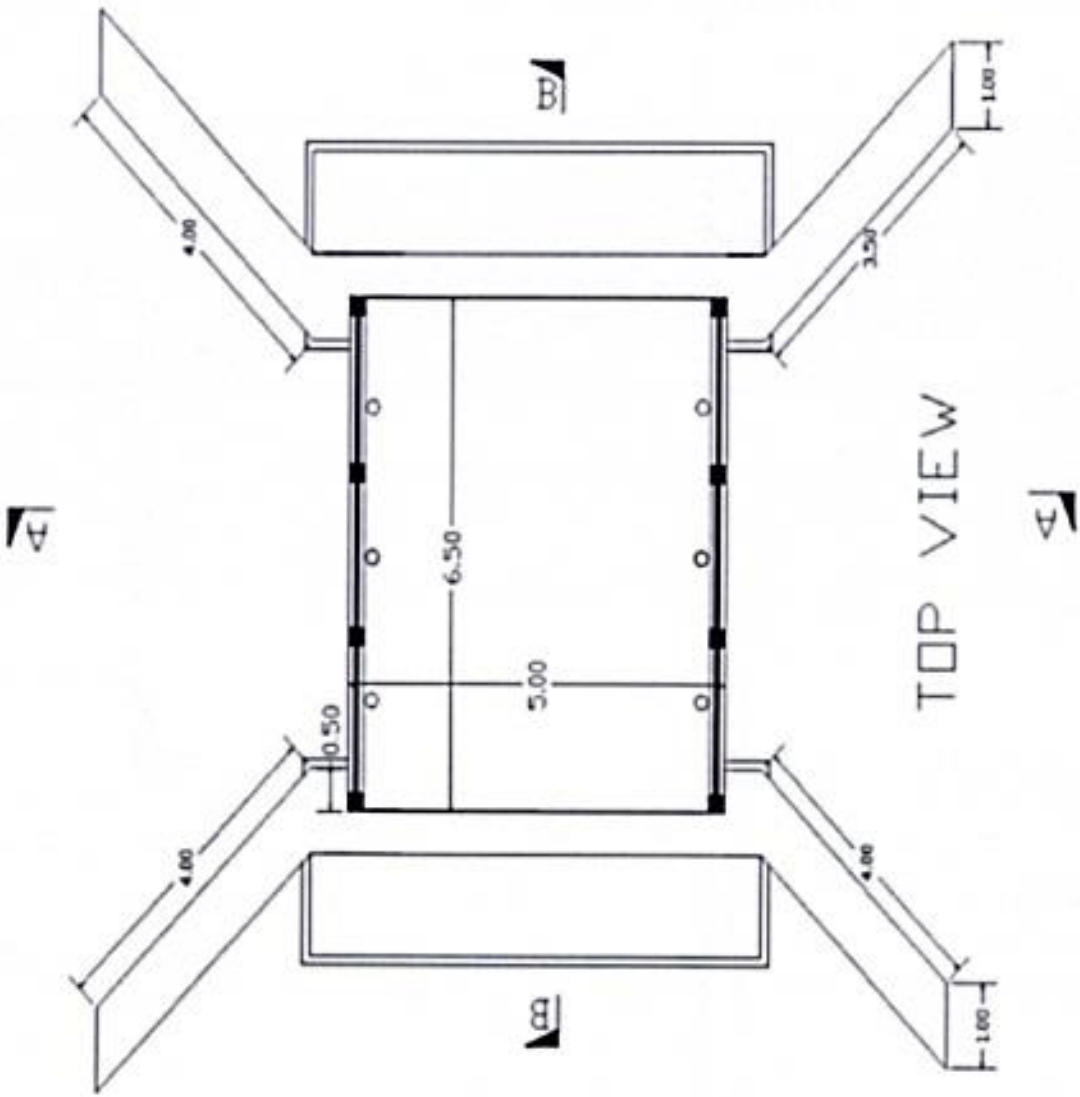
PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

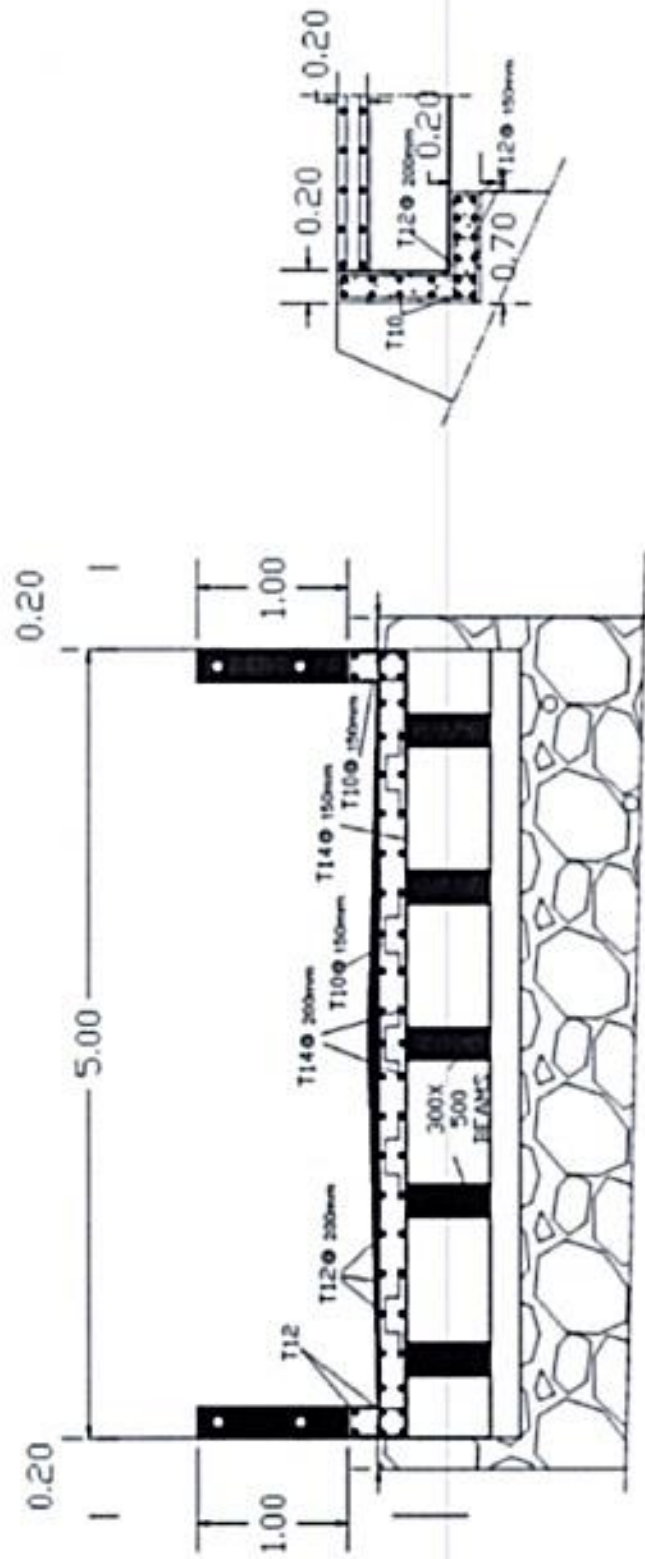
**FUNDING: MINADER PUBLIC INVESTMENT BUDGET
Exercise 2024**

AUTHORIZATION N°:

IMPUTATION:

PART10 GRAPHIC PLANS





SLAB DETAILS

