

REPUBLIC OF CAMEROON
Peace – Work – atherland

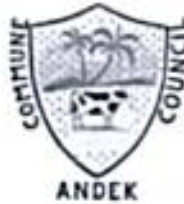
MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

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° 06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.**

**LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG
ROAD (PHASE 2).**

**LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.**

LOT 3: REHABILITATION OF TEZE – AZEM ROAD.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

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

AUTHORIZATION N°:

IMPUTATION:

Lot:	Name of project	Amount of project	Amount of bid bond	Cost of tender file :
LOT 1	REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD (PHASE 2)	25 000 000F CFA	500 000F CFA	40 000F CFA
LOT 2	REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII, CONCRETING BAD SPOTS	25 000 000F CFA	500 000F CFA	40 000F CFA
LOT 3	REHABILITATION OF TEZE – AZEM ROAD	45 150 000F CFA	903 000F CFA	70 000F CFA

SUMMARY CONTENT OF THE TENDER FILE

PART N° 01 TENDER NOTICE

PART N° 02 GENERAL REGULATIONS FOR THE INVITATION TO TENDER (GRCB)

PART N° 03 SPECIAL REGULATIONS FOR THE INVITATION TO TENDER (OMPP)

PART N° 04 SPECIAL ADMINISTRATIVE CLAUSES (CCAP)

PART N° 05 SPECIAL TECHNICAL CONDITIONS (CTP)

PART N° 06 UNIT PRICE LIST

PART N° 07 BILL OF QUANTITIES

PART N° 08 MODEL OF UNIT PRICE BREAKDOWN

ANNEXES

PART N° 09 TECHNICAL DRAWINGS (PLANS)

PART N° 10 MODEL OF CONTRACT

PART N° 11 MODEL OF UNDERTAKING BY BIDDER

PART N° 12 MODEL TENDER LETTER

PART N° 13 MODEL OF BID SECURITY

PART N° 14 MODEL OF PERFORMANCE GUARANTEE

PART N° 15 MODEL OF BANK GUARANTEE FOR ADVANCE PAYMENT

PART N° 16 MODEL OF RETENTION GUARANTEE

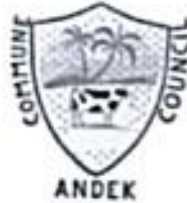
PART N° 17 FORMATS OF REFERENCES OF THE BIDDER

PART N° 18 PRINCIPAL EQUIPMENT OF THE CONTRACTOR

PART N° 19 MODEL FORMS OF QUALIFICATIONS AND EXPERIENCE OF THE KEY PERSONNEL

PART N° 20 LIST OF BANKS OF FIRST ORDER APPROVED BY THE MINISTRY OF FINANCE

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° 06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.**

**LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG
ROAD (PHASE 2).**

**LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.**

LOT 3: REHABILITATION OF TEZE – AZEM ROAD.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

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

AUTHORIZATION N°:

IMPUTATION

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

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°06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF SOME ROADS

FUNDING : PIB MINDDEVEL 2024

Lot:	Name of project	Amount of project	Amount of bid bond	Cost of tender file :
LOT 1	REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD (PHASE 2)	25 000 000F CFA	500 000F CFA	40 000F CFA
LOT 2	REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII, CONCRETING BAD SPOTS	25 000 000F CFA	500 000F CFA	40 000F CFA
LOT 3	REHABILITATION OF TEZE – AZEM ROAD	45 150 000F CFA	903 000F CFA	70 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 rehabilitation of some roads

Lot 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD (PHASE 2), Ngie Sub-Division

Lot 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII, CONCRETING BAD SPOTS, Ngie Sub-Division

Lot 3: REHABILITATION OF TEZE – AZEM ROAD, Ngie Sub-Division

NB: ALL ONLY 02 LOT'S CAN BE AWARDED TO ONE BIDDER

2. Work consistency

The works include the following:

- Preparatory works ;
- Earth works;
- Concreting works
- Drainage works;

3. 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 MINDDEVEL 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 40 000 (Forty thousand) FCFA, each for Lot 1&2 and 70 000 (Seventy thousand) FCFA for Lot 3. 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 (03) 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 3).

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 15/03/2024 at 10 a.m local time and should carry the inscription:

"Open National Invitation to Tender in Emergency Procedure"

N°06/ONIT/AC/ACITB/2024 OF 16/02/2024 for rehabilitation of some roads

Lot 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD (PHASE 2),

Lot 2: REHABILITATION OF ROAD FROM SCAN WATER - G.S ETWII, CONCRETING BAD SPOTS

Lot 3: REHABILITATION OF TEZE - AZEM ROAD,

IN NGIE SUB DIVISION, 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 (30) 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 (03) 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 **15/03/2024** 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 (30) 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 four (04) calendar months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

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 500 000 (Five hundred thousand) FCFA each for lot 1&2, and 903 000 (Nine hundred and three thousand) FCFA for lot 3

The provisional deposit shall be automatically released not later than 30 (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 (03) steps:

- 1st step: Verification of the conformity of the administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd 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 2020 -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.	02
03	Technical equipment/material affected to the project: The company should justify the property of the necessary material to the execution of works.	04
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 (one hundred and twenty) 120 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 16/02/2024

The Mayor Andek Council



*Abangoh Helly
Manyelle Akoba
Professeur des Lycées (Retraité)*

Copies:

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

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

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

**Avis d'Appel d'Offres National Ouvert en Procédure d'urgence
N° 06/AONO/CA/CIPMCA/2024 du 16/02/2024**

FINANCEMENT : BIP MINDDEVEL 2024

Lot:	Nom du Projet	Montant du Projet	Montant caution provisoire	Montant d'achat du DAO :
LOT 1	REHABILITATION de route ETWII SCANWATER-TINECHUNG(phase 2)	25 000 000F CFA	500 000F CFA	40 000F CFA
LOT 2	Rehabilitation de route SCAN WATER – G.S ETWII, bétonnage de point difficiles	25 000 000F CFA	500 000F CFA	40 000F CFA
LOT 3	Rehabilitation de route Teze – Azem	45 150 000 F CFA	903 000 F CFA	70 000 F 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 routes, dan le Département de la Momo. C'est trios seul lot :

- **LOT 1** : REHABILITATION de route ETWII SCANWATER-TINECHUNG (phase 2) dans l'arrondissement de NGIE.
- **LOT 2** : Rehabilitation de route SCAN WATER – G.S ETWII, bétonnage de points difficiles dans l'arrondissement de NGIE.
- **LOT 3** : Rehabilitation de route Teze – Azem dans l'arrondissement de NGIE.

NB: Only 02 LOT'S CAN BE AWARDED TO ONE BIDDER

2.- Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Travaux préparatoires ;
- Terrassement ;
- Beton ;
- Drainage ;

3.- 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 MINDDEVEL, 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, (secreteriat general) 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** pour LOT 1&2 et **70 000 (soixante dix mille)** pour LOT 3 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 (03) 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 3).

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 plis fermé, dans les Commune d'Andek, au plus tard le **15/03/2024** à 10 heures. heure locale et devront porter la mention:

Appel d'Offres National Ouvert en Procédure d'urgence

N° 06 /AONO/ CA/CIPMTBCA/2024 du 16/02/2024

- **LOT 1: REHABILITATION DE ROUTE ETWII SCANWATER-TINECHUNG (PHASE 2) DANS L'ARRONDISSEMENT DE NGIE.**
- **LOT 2: REHABILITATION DE ROUTE SCAN WATER - G.S ETWII, BETONNAGE DE POINTS DIFFICILES DANS L'ARRONDISSEMENT DE NGIE.**
- **LOT 3: REHABILITATION DE ROUTE TEZE - AZEM DANS L'ARRONDISSEMENT DE NGIE**

« 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 30 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 (03) mois et valide le jour de l'ouverture des plis.

10.- Ouverture des offres

L'ouverture des offres aura lieu en un temps le 15/03/2024 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 (30) 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 quatre (04) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

13.- 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 500 000 FCFA (Cinq cents milles) francs CFA chaque pour LOT 1&2 et 903 000 (neuf cents trois mille) pour LOT 3

Le cautionnement provisoire sera libéré d'office au plus tard (30) jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est 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 (03) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{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.	02
3	Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	04
4	Références de l'entreprise : <ul style="list-style-type: none"> • Chiffes d'affaire des deux dernières années ; • Expérience dans les travaux routire/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 Marchés Publics.

16.- Délai de validité des offres

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

17.- Renseignements complémentaires

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

ANDEK, le _____

Le Maire Commune Andek

Ampliations :

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



Albany Helly
Manuelle Akoba
 Professeur des Lycées (Retraité)

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° 06/ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.**

**LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD
(PHASE 2).**

**LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.**

LOT 3: REHABILITATION OF TEZE – AZEM ROAD.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

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

AUTHORIZATION N°:

IMPUTATION:

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

Table of contents

A. Generalities

Article 1: Scope of the tender.....	
Article 2: Funding.....	
Article 3: Fraud and corruption.....	
Article 4: Qualification of bidders.....	
Article 5: Site visit.....	
Article 6: Building materials, materials, supplies, equipment and authorised services.....	

B. Tender File

Article 7: Content of Tender File.....	
Article 8: Clarification made to the tender file	
Article 10: Modification of the Tender File.....	

C. Preparation of Bids

Article 10: Costs of submission.....	
Article 11: Language of bid.....	
Article 12: Composition of bid.....	
Article 13: Amount of bid.....	
Article 14: Bid currency and settlement.....	
Article 15: Validity of bids.....	
Article 16: Guarantee of submission.....	
Article 17: Form and signature of the bid.....	

D. Submission of bids

Article 18: Sealing and marking of bids.....	
Article 19: Date and time limits to deposit bids.....	
Article 20: Bids out of time.....	
Article 21: Modification, substitution and withdrawal of bids.....	

E. Opening and evaluation of bids

Article 22: Opening of bids.....	
Article 23: Confidential nature of the procedure.....	
Article 24: Clarification on the bids and contact with the Contracting authority	
Article 25: Determining the conformity of bids	
Article 26: Correction of errors	
Article 27: Evaluation and comparison of the financial bid (offer).....	

F. Attribution of Contract

Article 28: Award	
Article 29: Right of the Contracting authority to declare an invitation to tender unfruitful (unsuccessful) or cancel a procedure	
Article 30: Notification of the award of the contract	
Article 31: Publication of the award decision and redress	
Article 32: Signature of the Contract	
Article 33: Guarantees	

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 Bridge linking G.S Tinokoh".
- 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.
- 1.3. 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 MINDDEVEL, Exercise 2024.

Article 3: Fraud and corruption

3.1. 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.

3.2. 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.

4.3. 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);
- 3) 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;
- 13) 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.

8.3. 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.

9.3. 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 3: 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 13: Amount of bid

13.1. 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.

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

13.3. 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 (30) days before the deadline for submission of bids will be included in the bid prices and in the total amount of its offers.

13.4. 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.

13.5. 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.

15.3. 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.

16.3. 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 30 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.

17.3. 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.

18.3. 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.

21.3. 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 23: Confidential nature of the procedure

23.1. 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.

23.2. 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.

23.3. 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 have been accepted.

26.3. 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 30: 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 31: 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 32: 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.

32.1. 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.

32.2. 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.

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

Article 33: Guarantees

33.1. 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.

33.2. 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.

33.3. 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.

33.3. 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 – 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°06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF SOME
ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST REGION.**

**LOT 1: 1ST PHASE OF REHABILITATION OF THE ETWII SCANWATER-
TINECHUNG ROAD.**

**LOT 2: CONCRETING SOME DIFFICULT SPOTS ALONG THE ETWII ANDEK
ROAD.**

LOT3: REHABILITATION OF TEZE-AZEM ROAD

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

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

AUTHORIZATION N°:

IMPUTATION:

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

The following provisions, which are specific to the works being the subject of the invitation to tender, supplement or, if necessary, modify the provisions of the RGAO.

Introduction	
1.	<p>Definition of the works: The present jobbing order concerns the REHABILITATION OF SOME ROADS IN NGIE SUB DIVISION, MOMO Division, North-West Region.</p> <p>The description of the detailed work consistency is found in the special technical clauses which form an integral part of this jobbing order.</p> <p>Name and Address of the Contracting Authority: The Mayor Andek Council Reference of the invitation to tender in emergency procedure: N°..... /ONIT/AC/ACTIB 2024 OF</p>
2.	<p>Execution time-frame: The maximum period of execution of works, which shall commence as from the date of notification to the Contractor of the administrative service order to start work shall be 04 (Four) months.</p>
3.	<p>Funding: Works concerned being subject of this invitation to tender, will be funded by the Public Investment Budget MINDDEVEL, Exercise 2024.</p>
4.	<p>List of prequalified candidates : Not necessary</p>
5.	<p>Preference is given here to local materials, supplies and equipment i.e. made in Cameroon pending their conformity to technical norms.</p>
6.	<p>The principal qualification of bidders are the following</p>
6.1	<p>Eliminatory criteria</p> <ul style="list-style-type: none"> • Absence or insufficient provisional guarantee from bank not insurance company; • Any company having from 2019 -2024 project, notified to commence which has not yet been received within the municipality; • Absence or nonconformity 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;

6.2	<p>Essential criteria: The technical offer of the bidder shall be assessed along the following lines</p> <table border="0"> <tr> <td>a. General presentation</td> <td>01</td> </tr> <tr> <td>b. Quality of Requested staff</td> <td>02</td> </tr> <tr> <td>c. Technical and material affected to the project</td> <td>04</td> </tr> <tr> <td>d. Reference of the enterprise</td> <td>02</td> </tr> <tr> <td>e. Presence of the methodology of work execution</td> <td>04</td> </tr> <tr> <td>f. Presence of the prefinancial capacity</td> <td>01</td> </tr> </table>	a. General presentation	01	b. Quality of Requested staff	02	c. Technical and material affected to the project	04	d. Reference of the enterprise	02	e. Presence of the methodology of work execution	04	f. Presence of the prefinancial capacity	01
a. General presentation	01												
b. Quality of Requested staff	02												
c. Technical and material affected to the project	04												
d. Reference of the enterprise	02												
e. Presence of the methodology of work execution	04												
f. Presence of the prefinancial capacity	01												
7.	<p>Site visit and preparatory meetings: 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 offer 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.</p>												
8.	<p>Bid language : French and /or English</p>												
9.	<p>The bidder's bid will include documents detailed in the OMPP, duly completed and grouped in three volumes:</p> <p><i>(A) file of Administrative documents (in envelope A)</i></p> <p>It shall consist of the following documents stapled or place in the following order of enumeration.</p> <ol style="list-style-type: none"> 1. Undertaking by bidder stamped, signed and dated in conformity with the model attached 2. Attestation of non-bankruptcy dating less than 3 months, issued by the Court of competent jurisdiction of the place of residence of the bidder. 3. 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. 4. Bank guarantee (of the same bank) on the list of banking institutions of the first order approved by the Ministry in charge of finance, for an amount in francs CFA of 500 000 FCFA. 5. Treasury Receipt of purchase of the Tender File, as stipulated in the tender notice. 6. Attestation of C.N.P.S, valid and for the tender concerned. 7. A non-exclusion certificate attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP 8. An attestation of the bidder's fiscal obligations signed by the competent Taxation authority dated at most 3 months. 9. 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 3 months. 11. A certified copy of business license valid, dated at most 3 months 12. Attestation of site visit signed by the Bidder 13. Power of attorney signed by the legal Manager/Director/Director General of the Enterprise or legalized articles of Association. 14. The group agreement if necessary. 15. Plan and attestation of localization signed by the taxation authorities. 16. CCAP completed and initialed on all the pages. 												

In case of grouping each Member must submit complete administrative documents, the documents 3, 4, and 5) below can only be presented by the representative of the group.

(B) Technical file (in the B envelope)

1. List of key site personnel

Bidders must undertake to have employed or to employ, before the start of works, competent technical staff (attach to each staff a CV dated and signed by the candidate, a certified copy of the technical diploma, attestation of presentation of original and an attestation of availability dated and signed by the candidate, certified true copy of NIC) notably.

- i. A works director who should be a Civil, Hydraulics or a Rural works Engineer with **at least 5 years' experience in the domain of civil construction and similar works.**
- ii. A foreman (or several if necessary) with at least the level of civil /Hydraulic/ Rural engineering technician Bacc F4 (A/L in civil engineering) with **at least 5 years' experience in the domain of civil construction and similar works.**

2. List of performant equipment

List of performance equipment the bidder intends to use on site using the form presented in the Tender File. The contractor shall justify the ownership or hiring and the State of the equipment necessary for the performance of the work.

I. Legalized Registration document (pickup truck or van, manual compactor, vibrator and concrete mixer etc.).

II. Invoices dated for safety equipment (major equipment) and a list of small construction equipment or assorted tools signed by the head of the company.

3. References

Experience of the company, in similar works in the last four (04) years (2019-2023). The bidder must justify its professional experience by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2023 projects) or final reception (for 2019 -2022 projects) and related contracts, and jobbing orders).

Technical notes on the methodology and the execution of works with photographs of site.

The bidder will produce a technical note dated and signed on the last page providing all the following informations:

- i. The mode of execution of the works,
- ii The planning of intervention, the expected output
- iii. Supply of materials/ site equipment,
- iv. Measures of safety and protection of the environment;
- v. Administrative and technical organization of the enterprise.
- vi. Measures of maintenance during the guarantee period.

5. Self-financing capacity

Self-financing capacity:

An attestation of credibility issued by the same Bank that issued the bid bond.

6. CCTP duly initialed on each page, signed by the enterprise and dated on the last page.

(c) Financial documents (in envelope-C)

It shall contain:

1. The bid letter (tender form) itself, according to the model attached, stamped at the rate in force, signed and dated.
2. The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures.
3. Detail quantities and cost estimated of work completed.
4. The sub-details of prices according to the model attached.

N.B. The different documents should be separated by coloured separators in the original as well as in the copies to facilitate their examination.

Bid currency and settlement	
1.	The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the Bill of quantities and sub detailed of unit prices shall be entirely in CFA FRANCS in the following manner:
2.	Prices will be entirely settled in CFA FRANCS. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, will indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.
3.	The exchange rates used by the bidder to convert its offer in national currency will be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.
	The contract prices are firm and non-revisable.
Preparation and submission of bids	
1.	The bidders shall remain committed to their bids during a period of (one hundred and twenty) 120 days from the deadline set for the submission.
2.	Provisional Guarantee (Bid bond): 500 000 (five hundred thousand) FCFA for lot 1 & 2 and 903,000 for lot 3
3.	The bids are for the execution period of 04 months. The evaluation method is specified below and in the General Administrative clauses.

	<p>Submission of bids</p> <p>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 treasury receipt at the Andek Council office not later than at 10 a.m local time and should carry the inscription:</p> <p style="text-align: center;"><i>"Open National Invitation to Tender in emergency procedure "</i> <i>N°.... /ONIT/AC/ACITB/2024 OF</i> FOR THE REHABILITATION OF SOME ROADS IN NGIE SUB DIVISION, MOMO <i>Division, North-West Region.</i> LOT 1..... LOT 2..... LOT3.....</p> <p style="text-align: center;">«To be opened only during the bid opening session »</p>
	<p>Opening of the bids</p> <p>The opening of the bids will be in one (1) stage. The opening of Administrative, technical and financial documents shall take place on the in the Andek Council hall by the competent tenders' board.</p> <p>Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.</p> <p>Representatives of bidders will have to sign a form stating their presence at the opening of tenders.</p>
	<p>Clarification on the bids</p> <p>To better understand the bids, the tender's board has flexibility to seek for clarification from the bidders. The request for clarification and the response will be done in writing. No change of the offer price will be requested, proposed or authorized.</p>
	<p>Examination of bids</p> <p>The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the Tender File requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:</p> <ul style="list-style-type: none"> - If there is a calculation error, the total price will be corrected on the basis of the unit price. - If there is a contradiction between the price in words and the price in figures, the price in word will govern. - 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 break down shall govern.
	<p>Evaluation and comparison of bids</p> <p>The technical subcommittee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present invitation to tender. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.</p> <p>The evaluation of the bids shall be done in three (03) steps:</p> <ul style="list-style-type: none"> ➢ 1st step: Verification of the conformity of the administrative file; ➢ 2nd step: Evaluation of the technical file; ➢ 3rd step: Evaluation of the financial file.

Verification of the conformity of the administrative file;

Eliminatory criteria will focus on the following aspects:

- Absence or insufficient provisional guarantee;
- Any company having from 2020 -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 non-validation of all the following criteria shall result in a systematic rejection of the offer, that is:

a) The company's references:

Experience of the company, in similar works in the last four (04) years (2019-2022). The bidder must justify its professional experience by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2023 projects) or final reception (for 2019-2022 projects) and related contracts, and jobbing orders).

(b) Essential equipment

Essential equipment that the contractor should make available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials, concrete mixer, manual compactor and a Vibrator.

C.The qualification of site personnel:

A Works Director having the qualification and experience of at least five years in similar works and volume and occupying the same position to be assigned for (attached certified copy of certificate of at least a civil, Hydraulics or a Rural Works Engineer or its equivalents, CV, presentation of original and attestation of availability signed by candidate.

A site Foreman with the qualification and experience of at least five (5) years in similar works and volume and occupying the same position (attached a certified copy of certificate at least a Civil /hydraulic or Rural Engineering technicians or equivalents in Civil/hydraulic or Rural Engineering, CV, presentation of original and attestation of availability sign by candidate).Bacc F4 or Advanced Level in civil engineering can also be considered.

And team leaders or builders.

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

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

- i. The mode of execution of the works.
- ii. The planning of intervention, the expected output.
- iii. The supply of materials or site equipment.
- iv. Measures of safety and protection of the environment.
- v. Administrative and technical organization of the enterprise.
- vi. Measures of maintenance during the guarantee period

E. The self-financing capacity:

An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.) The available amount must be at least equal to 25% of the value of the works of the contract.

OTHER CRITERIA

General presentation of bids: Bidders must submit bids legible and in accordance with the models of attachments in annexes.

Evaluation Grid

(a) References of the company in civil construction or similar works for the past three years:

- Minimum two (02) contracts registered (1st and last page)..... Yes/no.
- Minimum two (02) reception PVs corresponding to the attached contracts Yes/no.

(b) Equipment

- Proof of a grader Yes/no.
- Proof of loader..... Yes/no.
- Proof of manual compactor in good operating condition Yes/no.
- Proof of a vehicle (Pick up 4 x 4 or truck) Yes/no.

c. Qualification of site personnel

- Organizational Chart of the enterprise Yes/no.
- Organizational Chart of site with comments Yes/no.

Works Director: Civil, hydraulic or Rural Engineer

- Diploma of work Director certified..... Yes/no.
- CV signed and dated by works Director..... Yes/no.
- Certified true copy of National Identity Card..... Yes/no.
- Attestation of availability dated and signed..... Yes/no.

Site foreman: Civil or Rural Engineering technician or Bacc F4 (A/L in civil engineering)

- Certified copy of certificate of Foreman..... Yes/no.
- CV signed and dated by site foreman..... Yes/no.
- Certified true copy of National Identity Card..... Yes/no.
- Attestation of availability dated and signed..... Yes/no.

d. The methodology of intervention and execution of work

- Attestation of site Visit..... Yes/no.
- Site Visit report Yes/no.
- Detailed technical note on the organization and execution of works..... Yes/no.
- Planning of execution of works..... Yes/no.
- Coherence in the planning of execution of works Yes/no.
- Respect of the duration of work..... Yes/no.
- Description of safety measures at the building site..... Yes/no.
- Description of the socio - environment measures for the site protection..... Yes/no.
- Coherence in the execution of works Yes/no.
- Coherence in the organization of the site..... Yes/no.
- Technical proposal Yes/no.
- Measures of maintenance during the guarantee period..... Yes/no.
- CCTP dully initialed on each page, signed and dated on the last page..... Yes/no.

Only bids considered being substantial responsive after the technical evaluation shall be accepted for financial evaluation.

Financial evaluation

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

Only bids accepted, in conformity according to the provisions of section 25 of the

	<p>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:</p> <ul style="list-style-type: none"> - By correcting any possible error in accordance with the provisions of article 26 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.
	<p>Award of contract</p> <p>Subject to the clause of article 6 of the present OMPP, the Contracting authority will award the contract to the bidder whose bid has been recognized substantially responsive to the requirement of the Tender File and has submitted the lowest feasible evaluated bid price.</p> <p>A 10% retention guarantee of the amount of the contract all taxes inclusive will be retained. This retention guarantee may be replaced by a bank caution equal to the amount issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex.</p>
	<p>Site Visit: A site visit is recommended to participating companies in this Tender File</p>
	<p>Final bond: Within fifteen (15) days from the date of notification of the contract, the contractor must provide a guarantee of three percent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation</p>

REPUBLIC OF CAMEROON
Peace – Work – atherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

P.O BOX 21 TEZE

NGIE SUB DIVISION



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTER DE LA DECENTRALIZATION ET
DEVELOPMENT LOCAL

REGION DU NORTH OUST

B.P 21 TEZE

ARRONDISSEMENT DE NGIE

ANDEK COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE
N° 06/ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF SOME
ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST REGION.
LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD
(PHASE 2).**

**LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.**

LOT 3: REHABILITATION OF TEZE – AZEM ROAD.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINDDEVEL PUBLIC INVESTMENT BUDGET
Exercice 2024

AUTHORIZATION N°:

IMPUTATION:

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

SUMMARY

CHAPTER I: GENERALITIES

ARTICLE:

- 1- SUBJECT OF THE JOBBING ORDER
- 2- PROCEDURE OF THE AWARD OF THE JOBBING ORDER
- 3- DEFINITIONS AND ATTRIBUTIONS
- 4- LANGUAGE, LAW, AND REGULATION
- 5- CONSTITUENT PARTS OF THE JOBBING ORDER
- 6- GENERAL APPLICABLE TEXTS
- 7- COMMUNICATION
- 8- SERVICE ORDER
- 9- CONTRACTOR'S EQUIPMENT AND PERSONNEL.

CHAPTER II: FINANCIAL PROVISIONS

ARTICLE:

- 10- GUARANTEES
- 11- THE AMOUNT OF THE CONTRACT
- 12- PAYMENT MODALITIES
- 13- MODE OF PAYMENT
- 14- PRICE VARIATION
- 15- PRICE REVISION
- 16- WORK USING LOCAL DIRECT LABOUR
- 17- VALORISATION OF WORKS EXECUTED
- 18- VALORISATION OF SUPPLIES
- 19- ADVANCES
- 20- PAYMENT OF WORKS EXECUTED
- 21- INTERESTS ON OVERDUE PAYMENTS
- 22- PENALTIES
- 23- FINAL DETAILED ACCOUNT
- 24- FINAL DETAILED GENERAL PAYMENT
- 25- TAX AND CUSTOMS REGULATIONS
- 26- STAMP DUTY AND REGISTRATION

CHAPTER III: EXECUTION OF WORKS

ARTICLE:

- 27- WORK CONSISTENCY
- 28- OBLIGATIONS OF THE PROJECT OWNER
- 29- EXECUTION TIME FRAME
- 30- ROLES AND RESPONSIBILITIES OF THE CONTRACTOR
- 31- PROVISION OF DOCUMENTS AND SITE
- 32- INSURANCE OF STRUCTURES AND CIVIL LIABILITY
- 33- DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR
- 34- ORGANISATION AND SECURITY OF THE CONSTRUCTION SITES

CHAPTER IV: ACCEPTANCE OF WORKS

ARTICLE:

- 35- PROVISIONAL ACCEPTANCE
- 36- DOCUMENTS TO BE SUBMITTED AFTER EXECUTION
- 37- GUARANTEE PERIOD
- 38- FINAL ACCEPTANCE

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE:

- 39- TERMINATION OF THE CONTRACT
- 40- CASE OF FORCE MAJEURE
- 41- DISAGREEMENTS AND DISPUTES
- 42- EDITING AND MULTIPLICATION OF THIS PRESENT CONTRACT
- 45- AND LAST - ENTRY INTO FORCE OF THE JOBBING ORDER

CHAPTER 1: GENERALITIES

ARTICLE 1: Subject of the Jobbing order

The jobbing order has as subject the rehabilitation of some roads in Ngie Sub Division, MOMO Division, North-West Region.

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 3: 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 DDMINDEVEL** 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 CDO ANDEK** 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 ° 2018/366 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;
 - 4.3. 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. 2008/377 of 12/11/2008 fixing the attributions of Heads of Administrative Units, its organization and the functioning of their services;
- The Decree N° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree n° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/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°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 003/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 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Arrete N°0205/A/MINMAP of 03 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 23 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:

- a) In the case where the contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was done;
- b) In the case where the Project Owner is the addressee:
Sir/Madam _____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

7.2. The contractor shall address all written notifications or correspondences to the Project Manger 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 ou 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.

8.3. 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 30days.

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.

9.3. 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 (3%) 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 (30) 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 (30) 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.

10.3. 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 (70%) 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 (EVAT): _____ (_____) 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 13: 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 23)

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 30)

Works assessment: Before the 30th 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 31)

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. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

ARTICLE 22: Penalties (CCAG article 32)

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 ($1/2000^{th}$) of the amount ATI of the contract per calendar day overrun from the first to the thirtieth (30) day beyond the contractual time-limit provided for in the contract;
- (b). One thousandth ($1/1000^{th}$) 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 23: Final detailed account (CCAG article 34)

23.1 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.

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

23.3 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 35)

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.

24.3 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 36)

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

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

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

All taxes inclusive prices means VAT included.

ARTICLE 26: Stamp duty and registration (CCAG article 37)

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 300: 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 38)

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 30: 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 31: 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.

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 MINMAP or his representative.....(Observer)
- The DD MINDEVEL or his representative(member)
- The CDO, ANDEK(member)
- The Contractor.....(member)

ARTICLE 32: 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 33: 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 34: Organisation and security of the construction sites (CCAG article 50)

34.1 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 3, 00 m.

34.2 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;

34.2 The fencing of the construction site:

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

34.3 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.).

34.4 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.

34.5 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.

34.6 Sub-contracting:

The ceiling of the percentage of the works to be sub-contracted shall be set at thirty (30) % of the total amount of the contract.

34.6 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.

34.7 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 35: 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 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 36: Documents to be submitted after execution i.e 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 37: The guarantee period (CCAG article 70)

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

ARTICLE 38: 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 39: Termination of the contract (CCAG article 74)

The contract may be terminated as provided for in Article 180 of the Decree 2018/366 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.

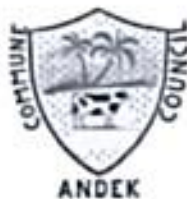
ARTICLE 42: Production and dissemination of this present contract.

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

ARTICLE 43 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
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° 06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF SOME
ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST REGION.
LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD
(PHASE 2).
LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.
LOT 3: REHABILITATION OF TEZE – AZEM ROAD.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

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

AUTHORIZATION N°:

IMPUTATION:

PART 05
SPECIAL TECHNICAL CONDITION (C.C.T.P)

GENERALITIES

This descriptive notes and technical specifications are drawn up for the purpose of execution of construction projects. This document is intended mostly to help building contractors and site supervisors to maintain reliable standards in order to ensure that the final product would be of durable quality. Also these descriptive notes are for those to execute, supervise and the contractor, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve this highly desired goal. Building materials concerned are generally what is accepted in the construction industry and only qualified technicians are required to transform these materials into structure clearly shown on the working drawings as its aesthetics is also very much dependent on the manipulation of the carefully chosen materials. The selected site has been found favorable to the envisaged structure in terms of geotechnical cross-section, atmospheric conditions, topography, sewage disposal, and automobile and pedestrian accessibility. This document has been prepared also to serve the interests of persons who would occupy the houses constructed and those financing the construction as stakeholders who must be concerned about achieving quality in the final product.

PLANNING AND SITE ORGANIZATION

Careful forethought and planning are required for sound site organization. Consideration must be given to the efficient use of available space at the site during building operations in order to ensure that all building activities move smoothly with minimal interference or delay. The proper choice of suppliers and subcontractors plays an important part in achieving desired quality and efficiency.

THE CONSTRUCTION PROCESS AND SUPERVISION

Reliable standards must be maintained throughout the whole construction process in order to ensure that the built work is durable, is functionally sound and aesthetically satisfying. Simple time-tested methods that have proved effective in ensuring quality can be employed to make sure that problems do not develop later, which can be expensive and difficult to rectify. Close supervision of craftsmen and workers employed by the main contractor on the site is essential to make certain that all the elements that make up the building conform to acceptable standards of quality. The work of sub contractors too requires planning and supervision to ensure quality is maintained in all aspects of construction, including services.

CHOOSING SUPPLIERS AND PURCHASING MATERIALS

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

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

He will proceed to a careful study of the project and make observations and finished modifications to the Architect before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of foundation.

PRELIMINARY WORKS

Determine requirements –plant/equipment, materials, and personnel

The contractor shall Study the plans and specifications in relation to the phases of construction, double check the accuracy of the Bill of Quantities, listed the materials required at each successive stage of construction then draw up a schedule of personnel required for carrying out the project to completion. He shall check the work planning 's time periods for completing each activity in

As regards pruning, all the branches overhanging the platform will be cut vertically passing by the clearing limit. All the trees will be cut down overhanging the immediate surroundings and threatening to fall on the work or to impede circulation after a tornado.

The question on clearing of the undergrowth consists of cutting at ground level without uprooting the vegetation.

All trees and shrubs at the entrance and exit of the works (bridges, etc.) will be uprooted so as to facilitate the running of water and to facilitate the regular inspections of the works.

Lastly, it is requested from the contractor to identify as from the starting of works, the buyers (middlemen) of the aforementioned waste among the residents (fodder for the cattle, for construction, fuel wood, etc). It is prohibited in the areas of the Extreme North and North to burn on the spot wastes vegetation that have been cut.

For other regions, if the burning of waste is authorized by the Controller, the contractor must take additional precautions by increasing for example the width of the safety belts around waste to burn, and prevent the residues from being an obstacle to the running off of water.

Management of water Resources

The contractor will have to avoid any conflict which can result from the use of water resources, in particular in the Northern regions of Cameroun.

Thus, for these water needs or requirements (watering of area around the works), the taking away, will have to be done after obtaining the necessary authorization from the competent services (Regional Delegation of Water and Energy) and in consultation with the beneficiary populations.

In any case, the company or enterprise will have to avoid taking away important items in seasonal rivers, likely to stop the water satisfaction needs of the residents or beneficiary population. In addition, he will have to avoid intervening in sensitive zones; avoid introducing various pollutants resulting from washing or draining of vehicles oil and machines. Lastly, he will not have to undertake the installation of equipment that can stop the flowing of rivers, without prior notice of the competent Services.

Compensation for the damages caused to third parties

It can happen that the company hurts an individual in a deliberate or accidental manner (destruction of crops, habitat, etc). If this wrong is not taken into account by the project owner or contracting authority, it will have to be compensated with the expenses from the company and satisfactorily to the party. On the other hand, he will have to issue a certificate of compensation to him, in order to avoid any other later complaints

LIST OF WORKS - PRICE LIST AND ITEMS

The works to be executed may include:

- Lot 100: Preparatory works
- Lot 200: Earth works
- Lot 300: Concreting works
- Lot 400: Drainage works

HEALTH AND SAFETY

Health and safety are factors that must be pursued with as much vigour as other management objectives. Ensuring the well-being and safety of all workers or visitors at construction sites will improve performance; minimize accidents and illness which in turn will reduce disruption of work as well as consequent expenses.

The physical well being and safety of workers on site as well as safety of visitors to the site should be of primary concern to the contractor and implementation of a project. An accident prevention

programme should be established to minimize the number of accidents that can happen on a building site. All workers should be briefed on safety standards and measures to be taken to handle accidents. 'Good housekeeping' on a construction site is very important if accidents are to be avoided. Good housekeeping on a construction site includes the following:

1. Keeping the site tidy;
2. Quickly clearing away debris that can be hazardous to persons moving around the site;
3. Removing nails from used timbers;
4. Making sure that nails, broken glass and other harmful objects are not left lying around;
5. Making sure that each worker is personally responsible to clean-up as well as make good whenever needed after an item of work is completed.
6. Making sure that live power lines with unprotected joints and exposed wires are not allowed to be used or left exposed in a way that may cause harm to persons
7. Making sure that materials are stacked in a manner that would not cause harm to persons
8. Making sure that any live flames are not left untended if they are used at all for a purpose
9. Making sure that pits or excavations are clearly identified and protected so as not to cause injury to people by using marking tape, danger signs or red flags as appropriate
10. Making sure that plastic or polythene sheets are not used as temporary floor covering in locations especially where ladders are used because such coverings are too slippery and dangerous
11. Making sure edges of covering material on the floor are well tucked in so as not to cause persons to trip
12. Making sure that floor surfaces on which water has spilled are quickly mopped and made sufficiently dry to prevent injury due to persons slipping.
13. Making sure that animals and children are kept out of working areas and all materials and tools and paint are kept out of their reach
14. Making sure that workers at the building site tie back long hair or tuck their hair into a hat
15. Making sure when painting to keep the room well ventilated and not allow eating or smoking while painting or using equipment
16. Making sure that the right tools and equipment are used for the job at hand; never just improvising with whatever is on hand that is not suited to the work
17. Making sure that all workers who may have paint splashed on their skin, use only proprietary cleaners to remove it, never solvents or other chemicals
18. Making sure that rubbish is disposed of carefully, never throwing chemicals down drains, but follow pack instructions
19. Making sure those flammable items – gloss paint, undercoat, primer and white spirit – are stored well away from any source of ignition
20. Making sure that suitable measures are taken to ensure that the base of any ladder in use does not slip
21. Making sure that raised working platforms are stable and of adequate size and can hold the weight of persons and materials on them.

Other protective and preventive measures are:

- Make sure that protective gear and equipment are used – such as gloves, eye shields for welders, safety helmets, safety belts, face masks etc.
- Make certain that workers at site are given clear and specific instructions on proper posture when lifting heavy items and methods of moving and handling materials.

Technical specification

- **Studies:** After this feasibility studies by the contract engineer, 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:
 - ✓ A request for quotation
 - ✓ 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 AND DEMOBILISATION OF EQUIPMENT :

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

➤ CLEARING OF ROADS SIDES (CUTTING OF GRASS)

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

➤ Elarging of road:

This shall consist of the widening of the road to 6m by the use of bulldozer or front end loader.

➤ FILLING FROM BORROW PIT:

These works shall comprise of:

the Provision of selected material (laterite) from an approved borrow pit;

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

Watering of the road surface containing the material and

Compaction of the material with a cylinder compactor 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 3% and shall present a convex (curved outwards) shape to avoid water stagnation and enable drainage of the water into the road side gutters for onward freeflow evacuation.

➤ **RAPID GRADING OF ROAD SURFACE INCLUDING CLEANING OF EXISTING DITCHES AND OUTLETS :**

This activity shall comprise:

Grading the section of the road by scarification to at least 10cm and moulding;

Watering the graded section

Cleaning of existing road side ordinary ditches and outlet to about 20m long out of the road surface. At the end of this activity, the road surface should be moulded with a slope of 3% and shall present a convex (curved outwards) shape to avoid water stagnation and enable drainage of the water into the road side gutters for onward freeflow evacuation. The cleaning of the existing ditches and outlets can be done mechanically or manually to remove all solid obstacles while providing a freeflow slope of at least 5% in the ditches for water evacuation.

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

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

➤ **CONCRETE/METALLIC CULVERTS:**

The installation of the tube will be carried out in the following way:

- Establishment of concrete/metallic culvert rings;
- Excavate with the a loader or manually with shovels, spades and pick axes;
- Adjustment and compaction of the trench bottom;
- Provisioning, installation, adjustment and compaction of materials of the pipe bed;
- Pose tube assembled beforehand and having received a coat of bituminous paint cold on the two faces interior and external;
- Fill of the technical block by successive layers of 15 cm carefully compacted with the hand roller;
- Fill of cover above the generator higher by successive layers of 20 cm carefully compacted than the hand roller;
- Opening of the discharge system and general cleaning.

➤ **HEAD/CHAMBERS OF CULVERTS IN MASONRY:**

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

It includes in particular:

- supply of materials including the extraction, the manufacture and the selection of the hardcores, their transport on-site,
- execution of the excavations, whatever the nature of the ground, the loading, the transport of surplus spoil whatever the distance, the unloading instead of re-employment or of final deposit approved by the Project supervisor,

- the manufacture of the mortar proportioned to 400 kg of cement per cubic meter and implementation the neat of masonry including the chock, adjustment, humidification of the hardcores, the shaping of the joints by rejoining,
- all subjections in particular related to the environmental regulations.

These prices apply **to the UNIT (U)** really carried out and noted satisfactory.

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

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

➤ **REMOVABLE SLAB OF THICKNESS 15CM**

This price remunerates the construction of concrete slabs reinforced with dimensions 130x50, in accordance with the standard plan of the tender documents, with the file of execution and the specifications of this CCTP.

It includes in particular:

- preparation of the ground and establishment,
- clothes industry of the moulds,
- operations of setting to the gauge, and adjustment,
- supply on-site of materials, the formwork and the reinforcements,
- the manufacture of the concrete B 350, the installation of the reinforcements and the formwork, the implementation of the concrete and vibration, tightening, smoothing and finishings possible,
- installation on the spot indicated
- all subjections related on the temporary indication of building site and the conditions of circulation and implementation.

In the event of prefabrication, it includes/understands the installation and the rejoining of the ready-made units.

This price applies to the length, in **LINEAR METER (ml)** of concrete slabs, parallel to measure the covered ditch, really carried out and resulting from the contradictory attachments.

➤ **STONE GUTTER OF 130 X 65CM**

This task consists of the execution of built trapezoidal ditches of dimensions 130x65 in accordance with the standard plan of the tender documents, to the file of execution and the specifications of this CCTP.

It includes in particular:

- the extraction, the transport of the hardcore on-site to the site and all subjections
- supply, transport on site of all the components necessary to the manufacture of the mortar,
- the manufacture of the mortar, implementation the neat of masonry including the chock, the adjustment of the water wire, the humidification of the hardcore,
- shaping of the joints,
- completion of the contiguous earthworks,
- all subjections related on the temporary indication of building site and the conditions of circulation.

This price applies to the length, in **LINEAR METER (ml)** of ditch built, parallel to measure the slope, really carried out and resulting from the contradictory attachments.

➤ **MAINTENANCE OF CIRCULATION**

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

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

The principle of the flags would be used to have a circulation alternated on the free half-roadway.

The council shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till acceptance of works. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the council.

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

- **CONCRETING OF CARRIAGE-WAY:** The road platform shall be constructed with reinforced concrete 8-10 cm thick dosed at 300 Kg/m³. Powder cement spreading shall be applied on the concrete.

Placement tolerances:

- ☞ Evenness: 3% maximum slope be used on all directions.

ACQUISITION OF MATERIALS TO THE SITE

- (i) **Materials for mortar and concrete:**

AGGREGATES:

Aggregates to be used for mortar and concrete should be those from a river bed. Those from burnt natural rocks shall not be authorized.

We shall submit for approval the various aggregates to be used to the Project Engineer. The sand equivalency should be greater than 70%. The granulometry shall fall between the following intervals.

Afnor Modulus	Sieve Size(mm)	Passing (%)
38	5	93-100
35	2,5	70-90
32	1,25	45-80
29	0,63	28-35
26	0,315	10-30
23	1,16	2-10

The aggregates should come from a recognized quarry in Bamenda

The mixing water should be from clean source

The cement should be of class CPJ 35 (CEMENCAM) or more.

The reinforcement used shall be of high adherence, of class at least Fe 400 bought in a recognized warehouse in Bamenda.

NB: Reinforcement Schedule

No	Structure	Main Rods Ø	Secondary Rods Ø	SPACING	DOSAGE	TYPE
1	Main lanes	11A 8mm	6mm	25cm	350kg/m ³	Fe-E- 500

The fabric mesh used shall conform to norms NF A35-015 and NF A35-022.

(ii) CONCRETE AND MORTAR

Concrete for footing pillars, ground beams, paving, lintels and beams:
F_{c28} = 25 Mpa at least (compressive resistances at 38th day of age)

Dosage:

Concrete for footing: 350kg/m³

Concrete to bind masonry with plastering: 350kg/m³

Lean concrete 150/m³

Mortar for screed, plastering and elevation: 400kg/m³

Depositing Concrete.

All concrete shall be cast such that all risks of segregation and pre-setting are avoided.

- Deposit concrete as nearly as practicable in its final position to avoid segregation due to re-handling or flowing.
- **Re-tempering:** No concrete that has partially hardened or has been re-tempered shall be used.
- **Compaction:** Concrete shall be thoroughly compacted by vibrating during emplacement.

Curing: All concrete shall be covered with a polyethylene plastic where possible, and regularly watered to maintain the required temperature to give the concrete the required strength.

Cleaning: Clean all exposed concrete surfaces and all adjoining work which has been stained by the leakage of concrete

(ii) WOOD

Wood for formwork: type white wood or equivalent

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° 06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.
LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG
ROAD (PHASE 2).
LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.
LOT 3: REHABILITATION OF TEZE – AZEM ROAD.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINDDEVEL PUBLIC INVESTMENT BUDGET
Exercice 2024

AUTHORIZATION N°:

IMPUTATION:

PART 06
UNIT PRICE LIST

UPS LOT 1

**UPS FOR THE REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD
(PHASE 2) IN NGIE SUB DIVISION, MOMO DIVISION, NORTH WEST REGION
Length = 9km**

N°	DISCRIPTION OF WORKS	Units	Qty	U.P in figure.	U.P in words
	000: Site Installation				
TM001	Site Installation	LS	1		
TM002	Transporting of the Equipments to and From	LS	1		
	Sub Total 000				
	100: Cleaning and Earth Works				
TM101	Road side clearing	m ²	20,000		
TM107	Cut and fill	m ³	100		
TM108a	Backfilling with laterite from borrowed pit	m ³	200		
TM111	Rapid road re-camber	Km	3		
TM114a	Creation earth sides drainage ditche and divergent with grader	MI	3,000		
TM119	Elarging of road	Km	3		
	Sub Total 100				
	300: DRAINAGE AND ENGINEERING STRUCTURES				
TM307b	Metallic Culvert Φ 1000m	MI	6.4		
TM307a	Metallic Culvert Φ 800m	MI	6.4		
TM308b	Collection chamber in stone masonry for ring culvert Φ 1000mm	U	1		
TM308a	Collection chamber in stone masonry for ring culvert Φ 800mm	U	1		
TM309b	Culvert heads in stone masonry for ring culvert Φ 1000mm	U	1		
TM309a	Culvert heads in stone masonry for ring culvert Φ 800mm	U	1		
TM317	Stone pavement	m ²	70		
	Sub Total 300				

UPS LOT 2

UPS FOR THE REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII, CONCRETING BAD SPOTS, NGIE SUB DIVISION, MOMO DIVISION.					
No	DESIGNATION	UNIT	QTY	U.P in figure.	U.P in words
LOT 100: INSTALLATION					
TM001	Site Installation	Ls	1		
TM002	Bringing and folding up of equipment	Ls	1		
Sub Total 000					
LOT 200: CLEARING/SURFACE WORKS					
TM108a	Backfilling with laterite from borrowed pit	m ³	200		
TM110	Road camber	m ²	1,500		
TM111	Rapid road re-camber	Km	0		
TM423e	Concreting of road carriage-way with reinforced concrete dosed at 350kg/m ³ on some portions	m ³	40		
Sub Total 100					
300: DRAINAGE AND ENGINEERING STRUCTURES					
TM302	Cleaning of ring culverts	U	2		
TM307a	Metallic Culvert Ø 800m	Ml	7.3		
TM308a	Collection chamber in stone masonry for ring culvert Ø 800mm	U	1		
TM309a	Culvert heads in stone masonry for ring culvert Ø 800mm	U	1		
TM313	Stone masonry gutter	Ml	50		
TM317	Stone pavement	m ²	50		
Sub Total 300					

UPS LOT 3

UPS FOR THE REHABILITATION OF THE TEZE -AZEM ROAD IN NGIE SUB DIVISION, MOMO DIVISION, NORTH WEST REGION					
N°	DISCRIPTION OF WORKS	Units	Qty	U.P in figure.	U.P in words
000: Site Installation					
TM001	Site Installation	LS	1		
TM002	Transporting of the Equipments to and From	LS	1		
Sub Total 000					
100: Cleaning and Earth Works					
TM101	Road side clearing	m ²	35,000		
TM103	Tress cutting	U	15		
TM107	Cut and fill	m ²	200		
TM108a	Backfilling with laterite from borrowed pit	m ³	300		
TM110	Road camber	m ²	15,000		
TM111	Road re-camber and compacting	m ²	15,000		
TM114a	Creation earth sides drainage ditche and divergent with grader	MI	6,000		
TM119	Elarging of road	Km	6		
Sub Total 100					
300: DRAINAGE AND ENGINEERING STRUCTURES					
TM302	Cleaning of ring culverts	U	4		
TM307b	Metallic Culvert Φ 1000m	MI	6.4		
TM307a	Metallic Culvert Φ 800m	MI	19.2		
TM308b	Collection chamber in stone masonry for ring culvert Φ 1000mm	U	1		
TM308a	Collection chamber in stone masonry for ring culvert Φ 800mm	U	3		
TM309b	Culvert heads in stone masonry for ring culvert Φ 1000mm	U	1		
TM309a	Culvert heads in stone masonry for ring culvert Φ 800mm	U	3		
Sub Total 300					

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° 06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.
LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG
ROAD (PHASE 2).
LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.
LOT 3: REHABILITATION OF TEZE – AZEM ROAD.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINDDEVEL PUBLIC INVESTMENT BUDGET
Exercice 2024

AUTHORIZATION N°:

IMPUTATION:

PART 07
DETAILED BILL OF QUANTITIES

BOQ LOT 1

BILL OF QUANTITIES AND ESTIMATES FOR THE REHABILITATION OF THE ETWII SCANWATER-TINECHUNG ROAD (PHASE 2) IN NGIE SUB DIVISION, MOMO DIVISION, NORTH WEST REGION Length = 9km					
N°	DISCRIPTION OF WORKS	Units	Qty	U.P	AMOUNT
000: Site Installation					
TM001	Site Installation	LS	1		
TM002	Transporting of the Equipments to and From	LS	1		
Sub Total 000					
100: Cleaning and Earth Works					
TM101	Road side clearing	m ²	20,000		
TM107	Cut and fill	m ³	100		
TM108a	Backfilling with laterite from borrowed pit	m ³	200		
TM111	Rapid road re-camber	Km	3		
TM114a	Creation earth sides drainage ditche and divergent with grader	MI	3,000		
TM119	Elarging of road	Km	3		
Sub Total 100					
300: DRAINAGE AND ENGINEERING STRUCTURES					
TM307b	Metallic Culvert Φ 1000m	MI	6.4		
TM307a	Metallic Culvert Φ 800m	MI	6.4		
TM308b	Collection chamber in stone masonry for ring culvert Ø 1000mm	U	1		
TM308a	Collection chamber in stone masonry for ring culvert Ø 800mm	U	1		
TM309b	Culvert heads in stone masonry for ring culvert Ø 1000mm	U	1		
TM309a	Culvert heads in stone masonry for ring culvert Ø 800mm	U	1		
TM317	Stone pavement	m ²	70		
Sub Total 300					
A	TOTAL TAXES EXCLUSIVE				
B	T.V.A (19,25%)				
C	A.I.R (2,2%)				
D	TOTAL TTC				
F	NET PAYMENT				
THE PRESENT ESTIMATE STANDS AT:					

BOQ LOT 2

BILL OF QUANTITIES AND COST ESTIMATES FOR THE REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWIL, CONCRETING BAD SPOTS, NGIE SUB DIVISION, MOMO DIVISION.					
No	DESIGNATION	UNIT	QTY	P.U	AMOUNT
LOT 100: INSTALLATION					
TM001	Site Installation	Ls	1		
TM002	Bringing and folding up of equipment	Ls	1		
Sub Total 000					
LOT 200: CLEARING/SURFACE WORKS					
TM108a	Backfilling with laterite from borrowed pit	m ³	200		
TM110	Road camber	m ²	1,500		
TM111	Rapid road re-camber	Km	0		
TM423e	Concreting of road carriage-way with reinforced concrete dosed at 350kg/m ³ on some portions	m ³	40		
Sub Total 100					
300: DRAINAGE AND ENGINEERING STRUCTURES					
TM302	Cleaning of ring culverts	U	2		
TM307a	Metallic Culvert Φ 800m	Ml	7.3		
TM308a	Collection chamber in stone masonry for ring culvert Φ 800mm	U	1		
TM309a	Culvert heads in stone masonry for ring culvert Φ 800mm	U	1		
TM313	Stone masonry gutter	Ml	50		
TM317	Stone pavement	m ²	50		
Sub Total 300					
TOTAL HT					
TVA 19.25%					
AIR 2.2%					
TOTAL TTC					
NET A MANDATER					
THE PRESENT ESTIMATE STANDS AT:					

BOQ LOT 3

BILL OF QUANTITIES AND ESTIMATES FOR THE REHABILITATION OF THE TEZE -AZEM ROAD IN NGIE SUB DIVISION, MOMO DIVISION, NORTH WEST REGION					
N°	DISCRIPTION OF WORKS	Units	Qty	U.P	AMOUNT
000: Site Installation					
TM001	Site Installation	LS	1		
TM002	Transporting of the Equipments to and From	LS	1		
Sub Total 000					
100: Cleaning and Earth Works					
TM101	Road side clearing	m²	35,000		
TM103	Tress cutting	U	15		
TM107	Cut and fill	m³	200		
TM108a	Backfilling with laterite from borrowed pit	m³	300		
TM110	Road camber	m²	15,000		
TM111	Road re-camber and compacting	m²	15,000		
TM114a	Creation earth sides drainage ditche and divergent with grader	MI	6,000		
TM119	Elarging of road	Km	6		
Sub Total 100					
300: DRAINAGE AND ENGINEERING STRUCTURES					
TM302	Cleaning of ring culverts	U	4		
TM307b	Metallic Culvert Ø 1000m	MI	6.4		
TM307a	Metallic Culvert Ø 800m	MI	19.2		
TM308b	Collection chamber in stone masonry for ring culvert Ø 1000mm	U	1		
TM308a	Collection chamber in stone masonry for ring culvert Ø 800mm	U	3		
TM309b	Culvert heads in stone masonry for ring culvert Ø 1000mm	U	1		
TM309a	Culvert heads in stone masonry for ring culvert Ø 800mm	U	3		
Sub Total 300					
TOTAL TAXES EXCLUSIVE					
A	TOTAL TAXES EXCLUSIVE				
B	T.V.A (19,25%)				
C	A.I.R (2,2%)				
D	TOTAL TTC				
F	NET PAYMENT				
THE PRESENT ESTIMATE STANDS AT:					

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° 06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.
LOT 1: 1ST PHASE OF REHABILITATION OF THE ETWII SCANWATER-
TINECHUNG ROAD.
LOT 2: CONCRETING SOME DIFFICULT SPOTS ALONG THE ETWII
ANDEK ROAD.
LOT3:REHABILITATION OF TEZE-AZEM ROAD**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

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

AUTHORIZATION N°:

IMPUTATION:

PART 08

UNIT PRICE BREAKDOWN

<i>Lot :</i>					
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)		

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° 06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.
LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG
ROAD (PHASE 2).
LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.
LOT 3: REHABILITATION OF TEZE – AZEM ROAD.**

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

FUNDING: MINDDEVEL PUBLIC INVESTMENT BUDGET
Exercise 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 REHABILITATION OF SOME ROADS, IN NGIE SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.

LOT 1.....

LOT 2

LOT 3.....

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° 33/CAB/PM of February 13 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 [3%] 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 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]

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° 06/ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.**

**LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG
ROAD (PHASE 2).**

**LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.**

LOT 3: REHABILITATION OF TEZE – AZEM ROAD.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

**FUNDING: MINDDEVEL PUBLIC INVESTMENT BUDGET
Exercice 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			
	TOTAL		/02 YES	

II - REFERENCES

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
A	02 References in the road or public works with justification (amount at least 20 000 000 all taxes inclusive) for the past 04 years.			
1	First project			
2	Second project			
	TOTAL		/02YES	

III - EQUIPMENT

N°	DESIGNATION	EXISTENCE		OBSERVATIONS
		NO	YES	
	Proof of ownership or rental of a vehicle (Pick up 4 x 4 or van)			
1				
2	Proof of ownership or rental of a grader			
3	Proof of ownership or rental of a compactor			
4	Proof of ownership OR rental of LOADER		/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 ⁵			
	Installation: Origin of materials			
	Description of deployment of team			
3-	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 ⁵			
	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		/ 03YES	

NB: point is validated once 70% 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 the 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				/13 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 3 months, issued by the Competent jurisdiction		
03	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 500 000 FCFA for lot 1&2 and 903,000 FCFA for lot 3.		
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 3 months and issued by ARMP		
08	An attestation of non-indebtedness signed by the Director or the head of the tax centre dated at most 3 months		
9	A copy of taxpayer card valid, dated at most 3 months		
10	Attestation of site (visit with at least three (03) pictures)		
11	Plan and attestation of localization signed by the taxation authorities.		
12	CCAP completed and initialed on all the pages		
	General observation		

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					
3	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 2013 Principal Works	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA
TURN OVER 2014 principal works	MioCFA	MioCFA	MioCFA	MioCFA	MioCFA

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

JOBING ORDER N° _____/JO/AC/ACITB/2024
AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER
N°06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF SOME ROADS
IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST REGION.

LOT 1.....
LOT 2.....
LOT 3

CONTRACTOR:.....

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....

SUBJECT: LOT 1.....
LOT 2.....
LOT 3.....

PLACE OF EXECUTION:

EXECUTION DEADLINE: FOUR (04) 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 MINDDEVEL
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°06 /ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF SOME ROADS
IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST REGION.**

LOT 1.....
LOT 2.....
LOT 3.....

CONTRACTOR:.....

EXECUTION DEADLINE: Four (04) 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 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'Épargne 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.amp.cm

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° 06/ONIT/AC/ACITB/2024 OF 16/02/2024 FOR REHABILITATION OF
SOME ROADS IN NGIE SUB DIVISION, MOMO DIVISION, NORTH-WEST
REGION.**

**LOT 1: REHABILITATION OF THE ETWII SCANWATER-TINECHUNG
ROAD (PHASE 2).**

**LOT 2: REHABILITATION OF ROAD FROM SCAN WATER – G.S ETWII,
CONCRETING BAD SPOTS.**

LOT 3: REHABILITATION OF TEZE – AZEM ROAD.

PROJECT OWNER: THE MAYOR OF ANDEK COUNCIL

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

AUTHORIZATION N°:

IMPUTATION:

**PART 10
GRAPHIC PLANS**

