

FC: 19373/2024/ANCI/FONFUKA Council Council DA

REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION ET DU  
DEVELOPPEMENT LOCAL.

COMMUNE DE FONFUKA,  
STRUTURE INTERNE DE GESTION ADMINISTRATIVE DES  
MARCHES PUBLICS (SIGAMP).



REPUBLIC OF CAMEROON  
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL  
DEVELOPMENT.

FONFUKA COUNCIL,  
INTERNAL PUBLIC CONTRACTS ADMINISTRATIVE  
MANAGEMENT ENTITY (IPCAME)

**PROJECT OWNER: MAYOR, FONFUKA COUNCIL**

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**CONTRACTING AUTHORITY: MAYOR, FONFUKA COUNCIL**

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**TENDER'S BOARD: FONFUKA COUNCIL INTERNAL TENDER'S BOARD  
(FCITB)**

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## TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER**

**(BY THE EMERGENCY PROCEDURE)**

No. 00002/ONIT/MINDDEVEL/FC/FCITB/PIB/2024 OF **27 FEB 2024**

**FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA-  
MUNGONG BY 10KM AND PAVEMENT OF 800M SECTION  
BETWEEN IPS MUNGONG AND MALLAM MUSA.**

**FINANCING: PUBLIC INVESTMENT BUDGET 2024 - MINTP**

**BUDGET HEAD: 58 36100359 OF MINTP**

**Budgetary Authorisation: IZ05658**

**Budgetary Imputation: XXXX**

**FINANCIAL YEAR: 2024**

LOT	Project Site	Project Amount (FCFA) TI	Bid Bond (2%) FCFA	Cost of Tender File FCFA
Single	Road Mungong – Mallam Musa	27,000,000	540,000	50,000

## TENDER FILE-WORKS

Maintenance of the road sections Fonfuka- Mungong by 10km and pavement  
of 800m section between IPS Mungong and Mallam Musa.

## TABLE OF CONTENTS

- Document No. 1: Tender Notice
- Document No. 2: General Regulations of the Invitation to Tender (GRIT)
- Document No. 3: Special Regulations of the Invitation to Tender (SRIT)
- Document No. 4: Special Administrative Conditions (SAC)
- Document No. 5: Special Technical Conditions (STC)
- Document No. 6: Schedule of Unit Prices
- Document No. 7: Bill of Quantities and Estimates
- Document No. 8: Framework of Sub-Detail of Prices
- Document No. 9: Model of Jobbing Order (Contract)
- Document No. 10: Model documents to be used by Bidders
- Document No. 11: Justifications of preliminary studies
- Document No. 12: List of Banking establishments and financial bodies authorised to issue bonds for public contracts
- Document No. 13: Plans, Sketches, and Aerial Photographs

**DOCUMENT NO. 1**  
**TENDER NOTICE**



REPUBLIQUE DU CAMEROUN

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MINISTERE DE LA DECENTRALISATION ET DU  
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COMMUNE DE FONFUKA,

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MINISTRY OF DECENTRALIZATION AND LOCAL  
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FONFUKA COUNCIL,

INTERNAL PUBLIC CONTRACTS ADMINISTRATIVE  
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## TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

(BY THE EMERGENCY PROCEDURE)

**No. 00002/ONIT/MINDDEVEL/FC/FCITB/PIB/2024 OF 27 FEB 2024**  
**FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND**  
**PAVEMENT OF 800M SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA.**

FINANCING: PUBLIC INVESTMENT BUDGET 2024 - MINTP

**1. Subject of the Invitation to Tender:**

Within the framework of the execution of the 2024 Public Investment Budget, the Mayor of Fonfuka Council, Project Owner and Contracting Authority hereby launches an Open National Invitation to Tender (by the emergency procedure) **FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND PAVEMENT OF 800M SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA.**

**2. Nature of Works:**

Works to be done consists of; preparatory works, cleaning and earth works, grading and opening, drainage works, construction of stone pavements, culverts and environmental protection etc. The works comprise the preliminary studies carried out on the site and the detailed information provided in the technical specifications and the quantitative estimates **FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND PAVEMENT OF 800M SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA.**

**3. Execution Deadline**

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this invitation to tender is **Three (03) calendar Months from the date of notification of Service Order to start works**

**4. Allotment**

Works are combined in a *Single Lot*;

**5. Estimated cost**

The estimated cost after preliminary studies stands at:

LOT	Description	Amount (FCFA) TI	In words
Single	MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND PAVEMENT OF 800M SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA.	27,000,000	Twenty Seven Million Francs



**« OPEN NATIONAL INVITATION TO TENDER »  
(BY THE EMERGENCY PROCEDURE)**

**No. 00002/ONIT/MINDDEVEL/FC/FCITB/PIB/2024 OF 27 FEB 2024**  
**FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND  
PAVEMENT OF 800M SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA.**

***“To be opened only during the Bids-opening session”***

***NB: The fourth envelop shall not bear any identification mark of the Bidder or any compromising sign/indication of the Enterprise.***

***The fourth envelop should be a plain type and carrying no Trademark***

**12. Admissibility of Bids**

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Governors, Senior Divisional Officers, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the Invitation to Tender. They must obligatorily be not older than three (03) months preceding the date of launching of the tender or may be established after the signature of the tender notice.

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

**13. Opening of Bids:**

The Bids shall be opened in a **Single Phase**. The opening of the administrative documents, the Technical and Financial offers will take place on the **22 MARS 2024** at **11:00 a.m.** local time, at the Conference hall of Fonfuka Council by the Fonfuka Council Internal Tenders' Board. Only Bidders may attend or be represented by duly mandated persons of their choice having a sound knowledge of the Bids.

**14. Evaluation criteria**

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

**A. Eliminatory criteria**

**• Outright elimination during the opening session of the Bids**

1. Deadline for delivery higher than prescribed;
2. False declaration or falsified documents;
3. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
4. Incomplete financial file;
5. Change of quantity or unit of the Tender file in the financial bid;
6. Non-respect of 75% of essential criteria;

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

**B. Essential criteria**

The criteria relating to the qualification of the candidates shall be indicatively assessed on:

1. General presentation of the tender files;
2. Financial capacity;



DE 800M ENTRE IPS MUNGONG ET MALLAM MUSA		
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## 6. Participation et origine

La participation à cet appel d'offres est ouverte aux entreprises Camerounaises dûment légalisées qui remplissent les exigences de cet appel d'offres et exercent dans le domaine des travaux publics ayant la capacité financière et technique, qui sont catégorisées conformément à l'arrêté N° 0000166/A/MINMAP du 7 Juin 2022 fixant les modalités de catégorisation des entreprises du secteur du bâtiment et des travaux publics comme prévu par le code des marchés publics de 2018 et qui ont rempli leurs obligations fiscales conformément à la Loi de finances 2024.

## 7. Financement

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

Ligne Budgétaire : CHAPTRE 58 36100359 DU MINTP

Autorisation Budgétaire : IZ05658

Imputation Budgétaire : XXXX

## 8. Cautionnement de soumission

Chaque soumissionnaire doit inclure dans leurs documents administratifs une caution pour soumission émise par un établissement bancaire de premier ordre approuvé par le ministère responsable des Finances. Dont la liste se trouve dans le document No. 12 de ce dossier d'appel d'offres, d'un montant, fixé à 2% du montant estimatif, toutes taxes incluses, du montant du projet conformément à la réglementation en vigueur (Arrêté du Premier ministre n° 093/ACR/PM du 5/11/2002) comme suit ;

LOT	Description	Montant (FCFA) TTC	Caution (2%)
Un seul	REHABILITATION DES TRONÇON DE ROUTIERS FONFUKA - MUNGONG SUR 10KM ET REVETEMENT D'UN TRONÇON DE 800M ENTRE IPS MUNGONG ET MALLAM MUSA	27,000,000	540,000

Valable trente (30) jours après la date de validité des offres. Selon l'article 90 (9) du Code des marchés publics (décret n° 2018/366 du 20 Juin 2018), les chèques certifiés ou les chèques bancaires sont acceptables à la place de caution. Les cautions pour soumission doivent être adressées à l'Autorité contractante et selon les conditions de l'appel d'offres.

## 9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables auprès du service technique de la commune Fonfuka, Téléphone N° (237) 675 32 21 75, dès publication du présent avis.

## 10. Acquisition du Dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu auprès du service technique de la Commune de Fonfuka, Tél. N° (237) 675 32 21 75 dès que cet avis est publié contre la réception de paiement d'une somme **Non remboursable de 50,000 FCFA (Cinquante Mille Francs)**, payable à la recette municipale de la commune de Fonfuka, représentant le coût d'achat du dossier d'appel d'offres.

## 11. Remise des offres

Chaque offre rédigée en **Français** ou en **Anglais** en **Sept (07) exemplaires** dont un (01) original et Six (06) copies marquées comme telles, devra parvenir contre récépissé à la commune de Fonfuka au plus tard **le 22 MARS 2024 à 10 heure**, heure locale et devra porter la mention suivante :

- Enveloppe A : Documents administratifs ;
- Enveloppe B : Offre Technique ;
- Enveloppe C : Offre Financière.



Ces trois (03) enveloppes contenant les Offres seront mises dans une quatrième (couleur Kaki) qui devra être scellée et étiquetée impérativement comme suit ;

**« APPEL D'OFFRES NATIONAL OUVERT »**

**(EN PROCEDURE D'URGENCE)**

N°: 00002/AONO/MINDDEVEL/CF/CIPM/BIP/2024 DU **27 FEB 2024**  
**POUR LA REHABILITATION DES TRONÇON DE ROUTIERS FONFUKA - MUNGONG  
SUR 10KM ET REVETEMENT D'UN TRONÇON DE 800M ENTRE IPS MUNGONG ET  
MALLAM MUSA**

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

*NB ! La quatrième enveloppe ne doit porter aucune marque d'identification du soumissionnaire ni aucun signe ou indication compromettant de l'Entreprise.*

*La quatrième enveloppe doit être un type Plaine et ne portant aucune marque*

**12. Recevabilité des offres**

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Gouverneurs, Préfets, Sous-préfets,), conformément aux dispositions du Règlement Particulier de l'Appel d'Offres. Ils doivent obligatoirement être antérieurs de moins de trois (03) mois précédant la date de lancement de l'appel d'offres ou peuvent être établis après la signature de l'avis d'appel d'offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. L'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère en charge des Finances entrainera un rejet séance tenante de l'ouverture des plis.

**13. Ouverture des plis**

L'ouverture des plis se fera en **un seul temps**. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **22 MARS 2024** à 11 heures précises, dans la salle de conférences de la commune de Fonfuka, par la Commission Interne de Passation des Marchés de la commune de Fonfuka siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance de leurs offres.

**14. Critères d'évaluation**

Les offres seront évaluées selon les principaux critères suivants :

**A. Critères éliminatoires**

- *Pendant la séance d'ouverture des offres*
  1. Délai d'exécution supérieur à celui prescrit ;
  2. Fausses déclarations ou pièces falsifiées ;
  3. Offre dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
  4. Offres financière incomplète,
  5. Le changement d'une unité ou d'une quantité du DAO dans l'offre financière ;
  6. Le non-respect de 75% des critères essentiels ;

*N.B. En cas d'absence ou de non-conformité d'une pièce du dossier administratif lors de l'ouverture des plis, un délai de quarante-huit (48) heures serait accordé aux soumissionnaires concernés pour remplacer la pièce en question. Passé ce délai, la pièce ne sera plus acceptée et l'offre ne sera éliminée que lors de l'évaluation en sous-commission d'analyse.*

**B. Critères essentiels**

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les travaux similaires réalisé ;

**DOCUMENT NO. 2:**

**GENERAL REGULATIONS OF THE INVITATION TO  
TENDER (GRIT)**



## GENERAL RULES OF THE INVITATION TO TENDER

### A. General

#### Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which time limit runs from the date of notification of the Administrative Order.
- 1.2 In this Tender File, the term “day” means a calendar day.

#### Article 2: Financing

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

#### Article 3: Fraud and corruption

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

a) The following definitions shall be admitted:

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

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

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



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

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

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

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

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

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

## **Article 7: Visit of works site**

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

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

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

## **B. Tender File**

### **Article 8: Content of Tender File**

8.1 The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in



## **Article 10: Amendment of the Tender File**

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

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

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

## **C Preparation of Bids**

### **Article 11: Tender costs**

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

### **Article 12: Language of Bid**

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

### **Article 13: Constituent documents of the Bid**

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

#### *a. Volume 1: Administrative file*

It includes:

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



14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the Bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

## **Article 15: Currency of bid and payment**

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

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

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

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

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

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

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

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



- ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
- iii) Refuses to receive notification of the Administrative Order to commence execution.

#### **Article 18: Varying proposals of bidders**

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

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

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

#### **Article 19: Preparatory meeting to the establishment of Bids**

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions, which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of Bids shall not be a reason for disqualification.

#### **Article 20: Form and signature of bid**

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number



- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time limit prescribed for the submission of the Bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, postmark being authentic, shall not be posterior to the time-limit set for the submission of Bids.
- 24.3 In application of article 24(1), Bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of Bids and the expiry of the validity of Bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

### E. Opening of envelopes and evaluation of Bids

#### Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only Bids, which were opened and announced, to the hearing of everyone during the opening of Bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial Bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of Bids announced to the hearing of everyone during the opening of Bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.



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

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

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

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

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

#### **Article 29: Qualification of the bidder**

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

#### **Article 30: Correction of errors**

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

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.



#### **Article 34: Award**

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

#### **Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure**

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

#### **Article 36: Notification of award of the contract**

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

#### **Article 37: Publication of results of award and petitions**

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

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

#### **Article 38: Signing of the contract**



**DOCUMENT NO. 3:**  
**SPECIAL REGULATIONS OF THE TENDER (SRIT)**

5. Technical organization of the works;
6. Safety measures on the site;
7. Logistics;
8. Attestation and report of site visit;
9. Special Technical Clauses initialled in all the pages;
10. Special Administrative Clauses completed and initialled in all the pages.

- <b>Methodology</b> ; Methodological approach and relevance of proposed solutions;	Yes / No
- <b>Experience</b> ; References of the bidder (experience of at least two (02) years in similar works) (attach proof)	Yes / No
- <b>Equipment</b> ; Availability of material and essential equipment (attach proof)	Yes / No
- <b>Personnel</b> ; Experience of key supervisory staff (at least technician in Building construction with 5 years' experience or Senior Civil/Rural Technician with three (03) years of experience. Proof with duly signed CVs.	Yes / No
- <b>Financial situation</b> ; Turnover, Financial capacity, Access to credits or other financial sources to the tune of <b>27,000,000 FCFA (Twenty Seven Million Francs)</b> ;	Yes / No
- <b>Planning of works</b> ; Deadline of execution. Proof with GANTT and PERT planning	Yes / No
- <b>Presentation of offer</b> ; packaging, binding, clear copies etc.	Yes / No

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

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

#### **ARTICLE 6: Language of the Bids:**

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

#### **PRESENTATION OF THE TENDER.**

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

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

#### **5.1 External envelope.**

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

**« OPEN NATIONAL INVITATION TO TENDER »  
BY THE EMERGENCY PROCEDURE**

**No. 00002/ONIT/MINDDEVEL/FC/FCITB/PIB/2024 OF \_\_\_\_\_**

**FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND  
PAVEMENT OF 800M SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA.**

***“To be opened only during the Bids-opening session”***



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

<b>B.1</b>	<b>General presentation of the tender files</b>		
	-Document slotted or spirally bound -Table of content page -Colour sheets separation -Presentation of documents in the order given in this tender		
<b>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b>		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.		
	1 <sup>st</sup> Reference		
	2 <sup>nd</sup> Reference		
<b>B.3</b>	<b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF</b>		
B.3.1	<b>01 Works Supervisor (at least Senior Civil Engineering Technician or equivalent certificate)</b>		
	Qualification of the works supervisor: (at least HND in Civil or Rural Engineering (BAC +2)		
	Professional experience of the project engineer ≥ 02 years (signed CV)		
	<ul style="list-style-type: none"> <li>➤ CV signed and dated by the candidate,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ An attestation of availability signed and dated by the candidate</li> </ul>		
B.3.2	<b>01 Site foreman be a Civil Engineering Technician (Civil Engineering BAC)</b>		
	Qualification of the Site foreman: (Technical certificate in Building (BAC F4 or equivalent certificate)		
	Professional experience of the Site foreman ≥ 03 years (signed CV)		
	A certified copy of <ul style="list-style-type: none"> <li>➤ CV signed and dated by the candidate,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ An attestation of availability signed and dated by the candidate</li> </ul>		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
B.4.1	Organigram of the project		
B.4.2	Logical sequence for the execution of the task		
B.4.3	Quality control method		
B.4.4	Environmental protection measures		
B.4.5	Security and safety at the site		
B.4.6	Duration of execution in respect with the Tender file (GANTT and PERT planning)		
<b>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
B.5.1	Proof of ownership or rental of a pick-up or other van		
B.5.2	Proof of ownership or rental of a trolley tuck or wheelbarrow		
B.5.3	Proof of ownership or rental of small equipment (dig axes, spades, iron bar, cramps, clamps etc.		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the		



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

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

### **10.3 Guarantee Retention**

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, **One (01) Year** after provisional reception of works.

### **ARTICLE 11: Period of validity of the offers**

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

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

### **ARTICLE 12: Number of copies of the offer, which must be filled and sent**

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

**« OPEN NATIONAL INVITATION TO TENDER »**

**BY THE EMERGENCY PROCEDURE**

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**FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND  
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*“To be opened only during the bid-opening session*

### **ARTICLE 13: Date and latest time of deposit of offers**

The offers will have to arrive under closed fold and seal latest \_\_\_\_\_ at **10a.m.**, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

Fonfuka Council, beyond this time no offer will be received nor accepted.

### **ARTICLE 14: Opening of the tenders**

The opening of the Bids will be carried out in the conference room of the Fonfuka Council. On the \_\_\_\_\_ as from **11a.m.** prompt, by the Fonfuka Council Tenders Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

## **AWARD OF THE CONTRACT**

### **ARTICLE 15: Award of the contract**

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

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

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

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



**DOCUMENT NO. 4: SPECIAL ADMINISTRATIVE  
CONDITIONS  
(SAC)**



## Chapter I: General provisions

### Article 1: Subject of Contract

The subject of this contract shall be **FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND PAVEMENT OF 800M SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA.**

### Article 2: Contract award procedure

This Jobbing Order shall be awarded by Open National Invitation to Tender by the emergency procedure No. \_\_\_\_\_/ONIT/MINDDEVEL/FC/FCITB/PIB/2024 OF \_\_\_\_\_ **FOR THE MAINTENANCE OF THE ROAD SECTIONS FONFUKA- MUNGONG BY 10KM AND PAVEMENT OF 800M SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA.**

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

#### 3.1 General definitions (cf. Code)

- The **Contracting Authority** shall be the **Mayor Fonfuka Council**  
He awards the contract, ensures the preservation of originals of the said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of Public Contracts regulation.
- The **Contract Manager** shall be the **Secretary General** of the Fonfuka Council who shall represent the Project Owner in all the levels of the project notably by ensuring the respect of the administrative, technical and financial conditions and contractual deadlines.
- The **Contract Engineer** shall be the **Divisional Delegate of Public Works** for Boyo hereinafter referred to as the Engineer.
- The **Project Owner** is the **Mayor Fonfuka Council**. He represents the beneficiary administration of the works.
- The **Project Manager** shall be the **technician of the council**. He ensures respect of the administrative, technical and financial conditions and contractual deadlines. He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The service in charge of external control of the execution of works shall be the **Divisional Delegation of Public Contracts (MINMAP)-Boyo.**
- The contractor shall be *[to be specified]*.
- The **Divisional Finance Controller for Boyo** shall be the competent finance controller of this jobbing order. In that capacity he shall visa the jobbing order prior to the signing by the contracting authority. **(Point 65 CIREX 2024)**

#### 3.2 Security

This contract may be used as security subject to any form of transfer of claim. (Art 150 pcc)

In this case:

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

#### 3.3 Duties of the Control Mission, Project Manager (Art 46 pcc)

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



- Decree No. 2012/076 of 08<sup>th</sup> March 2012 to amend and supplement some provisions of Decree No. 2001/048 of February 2001 relating to the setting up, organisation and functioning of the Public Contracts Regulatory Agency (ARMP);
- Decree 2013/159 of 15<sup>th</sup> May 2013 fixing the special regime of administrative control of public finances;
- Decree No. 2013/7987/PM of 13<sup>th</sup> September 2013 on the establishment, organisation and functioning of the monitoring committees for the physical and financial implementation of public investments;
- Decree No. 2014/0611/PM of 24<sup>th</sup> March 2014 fixing the conditions of use and application of human intensive labour (HIMO);
- Decree No. 2018/4992/PM of 21<sup>st</sup> June 2018 setting out the modalities governing the maturation process public investment projects;
- Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code;
- Decree No.2020/375 of 7<sup>th</sup> July 2020 bearing general rules of public accounting;
- Order No. 03/CAB/PM of 13<sup>th</sup> February 2007 enforcing the General Administrative clauses applicable to public works, supplies and services contract;
- Order No. 402/A/ MINMAP/CAB of 21<sup>st</sup> October 2019 to set out the nature and thresholds of the reserved contracts;
- Order No. 00000212/A/MINMAP of 28<sup>th</sup> September 2021 organising the functioning of Internal Public Contracts Administrative Management Entity (SIGAMP);
- Joint instruction No. 23/00007/JI/MINFI/MINDDEVEL of January 31<sup>st</sup> 2023 relating to the preparation, drafting, execution and control of the budgets of Regional and Local Authorities;
- Circular No. 001/CAB/PR/ of 19<sup>th</sup> June 2012 relating to the award and control of execution of public contracts;
- Circular letter No.000006/LC/PR/MINMAP/CAB of 17<sup>th</sup> August 2021 clarifying the control of public contracts award and the modalities of implementation nearby project owners and delegated project owners;
- Circular No. 00000026/C/MINFI of 29<sup>th</sup> December 2023 bearing on the instructions relating to the Execution of the Finance Laws, the Monitoring and Control of the Execution of the Budgets of the State and Other Public Entities for the 2024 fiscal year, and the annex thereto;
- Circular Letter No.00000001/CL/MINFI of 04<sup>th</sup> January 2024 relating to the execution, monitoring and control of the execution of the budgets of the Regional and Local Authorities for the 2024 financial year;
- Texts governed the various professional bodies;
- National and International Norms and Standards (ANOR, NC etc.).

#### **Article 7: Communication (Articles 6 and 10 supplemented)**

- 1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
- a) In the case where the contractor is the addressee: Sir/Madam.....  
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the Region in which the work was done;
  - b) In the case where the Project Owner is the addressee:



- 9.1 At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [*to be specified where need be*].

**Chapter II: Financial conditions**

**Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)**

**11.1 Final bond**

The final bond shall be set at **2%** of the amount of the contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract.

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

**11.2 Performance Bond**

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

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

**11.3 Guarantee of Start-Off Advance**

Not required

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

The amount of this contract as indicated by the attached [*detail or estimates*] is \_\_\_\_\_ (in figures) \_\_\_\_\_ cfa (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: \_\_\_\_\_ ( ) CFA F
- Amount of VAT: \_\_\_\_\_ ( ) CFA F.
- Amount of TSR and/or \_\_\_\_\_ CFA F
- Net to be paid= EVAT-TSR and/or AIR

**Article 13: Place and method of payment**



20.1 The contracting authority shall not grant to the contractor a start-off advance, the contractor shall use his own funds to start off the works

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

### **21.1 Establishment of works executed**

*Before the 30<sup>th</sup> of each month, the contractor and the Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment. This sheet shall be based on the certification of the various tasks jointly established by the contractor and the Project Manager*

### **21.2 Monthly detailed account**

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

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

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

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

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

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

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

*The Municipal Treasurer Fonfuka Council shall do payments within a maximum deadline of \_\_\_\_\_ calendar days from the date of submission of the approved detailed accounts.*

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

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

### **A. Penalties for delay**

23.1 The amount set for penalties for delays shall be set as follows:

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

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



- Council dues and taxes;
- Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices means VAT included.

#### **Article 28: Stamp duty and registration of contracts (article 37 of GAC)**

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

### **Chapter III: Execution of works**

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

Works to be done consists of Preliminary works, Earth works, Construction of Foundation, Walls masonry, Roofing, Metal work and joinery, Electricity, Painting, Drainage, Hygiene and environmental protection. The works shall include especially: (position or volume of works), (*To be specified cf. Special Technical Conditions*)

29.1 Before the effective commencement of works, the contractor shall be officially installed on site after notification of service order to start works. The site installation commission shall be setup by service note of the project owner (**Art. 16 SRIT**)

- ❖ The Representative of the Contracting Authority.....(Chairperson)
- ❖ The Divisional Delegate of MINTP (Contract Engineer) ..... (Secretary)
- ❖ The representative of MINMAP.....(Observer)
- ❖ The representative of MINEPAT..... (Member)
- ❖ The Contract Manager (Secretary General of the Council) .....(Member)
- ❖ The Project Manager (Technician of the Council) .....(Member)
- ❖ The representative of the Civil Society..... (Member)
- ❖ The Contractor..... (Member)

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

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

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

#### **Article 31: Execution time-limit of the contract (article 38 of the GAC)**

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **ninety (90)** days.

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

#### **Article 32: Role and responsibilities of the contractor (article 40 of the CAG)**

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

#### **Article 33: Provision of documents and site (article 42 of the GAC)**

A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager*.



### **35.2 Execution draft**

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.

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

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

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

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

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

### **Article 37: Implantation of structures**

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

### **Article 38: Sub-contracting (article 54 of the GAC)**

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

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

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

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

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

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

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

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

[Specify the possible restrictions or bans]

## **Chapter IV: Acceptance (art 156, 157-1,2,3,4 pcc)**

### **Article 42: Provisional Acceptance**

#### **42.1 Pre- Acceptance Operations**

Before the acceptance of the works, the contractor shall ask in writing to the control Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.



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

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

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

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

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

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

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

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

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

#### **Article 48: Production and dissemination of this contract**

*[Seven (07)]* copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

#### **Article 49: Information to be posted**

The Contractor shall put up a visible information board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:



**DOCUMENT NO. 5:**  
**SPECIAL TECHNICAL CONDITIONS (STC)**



Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Engineer. The excavations will be done manually or mechanically and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of Culvert structures.

**3 ORIGIN, QUALITY AND PREPARATION OF MATERIALS:** The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 and 15/25) shall be clean and well graded with very fine elements settlement of less than 2%. The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings. Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the Project Engineer with dimension sizes of not less than 20cm.

#### Concrete:

-**Ordinary concrete:** specifically, lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m<sup>3</sup>.

- **Concrete for the Raft:** shall be 15cm thick laid on the entire floor of the Culvert between the 02 abutments and dosed at 350kg/m<sup>3</sup> over the entire surface.

NB: The inlet to the Culvert shall be excavated at a depth of 60cm below the natural soil and concreted along the width of the Culvert between the wings at 01m to the 02 abutments so as to resist the scouring by water upfront. The raft will receive a longitudinal slope of 2%, slopping towards the outlet of the Culvert (flow of water).

-**Reinforced concrete:** shall be specifically for the footings, beams seatings and the slab of the Culvert, kerbs and pillars of the mixt guard rails and their mixture shall be in a proportion of 350kg/m<sup>3</sup>.

NB: All concrete works should be properly cured (i.e. water three times a day for seven days)

#### NOTE: Reinforcement Schedule.

Nº	STRUCTURE	SIZE S	Trans versal Rods  φ	Longi tudin al Rods  Torsφ	Stirrup  Spacing s	Concrete Dosage	TYPE
		Nos					
1	Footing		10mm	8mm	20cm	350kg/m <sup>3</sup>	Fe-E-400
3	Beam seating		12mm	10mm	20cm	400kg/m <sup>3</sup>	Fe-E-400
4	Culvert slab	4	12mm	10mm	15cm	400kg/m <sup>3</sup>	Fe-E-400
5	Culvert raft	4	8mm	8mm	20cm	350kg/m <sup>3</sup>	Fe-E-400
	Kerb		8mm	8mm	20cm	350kg/m <sup>3</sup>	Fe-E-400
	Pillars guard rails		8mm	8mm	20cm	350kg/m <sup>3</sup>	Fe-E-400



<b>Contract Engineer</b>	THE DIVISIONAL DELEGATE OF PUBLIC WORKS
<b>Project Manager</b>	TECHNICIAN OF THE COUNCIL
<b>Duration of the contract</b>	Three (03) Months
<b>Contractor</b>	

### 3) TM002 - Mobilization and folding up of equipment

#### Description of works

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

### 4) 101 - BUSH CLEARING

#### Description of Works

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

#### Mode of execution of works

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

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

#### Description of works

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

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

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

The selected material from the borrow pit shall be laid on a trench and plat form previously shaped and compacted at a dry density of at least 90% OPM. The material shall be laid in horizontal layers of 20cm thick and having a water content equal to that of OPM before compaction (±2%).

The fill is compacted methodically up to 95% of the dry density of OPM. The rate of compaction shall be verified in -situ with a membrane densitometer at every 1000m<sup>2</sup>. A sample compaction test shall be carried out to determine of passes necessary to obtain the required compaction rate.

### 6) TM111 – manual arrangement of the road surface including enlargement of the existing carriage of 4m to 5m and excluding the creation of ditches and offshoots

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



This consists of digging to free the space set for the construction of the Culvert. The various parameters set out will be respected in the excavation. Also, the depth of the foundation as per the results of geotechnical studies should be respected i.e. 1.6m from the bed of the river

### Mode of execution of works

This consists of excavating in ordinary terrain for the abutments and for the deviation of the existing river bed and also for the creation of a bed off stream to deviate the existing stream to join the main bed Length=50m, width=1m depth=1m.

**NB: the Project Manager must receive the excavation before the next phase can continue**

## 11) 205 – 207 Backfilling of the Culvert and filling and resurfacing of the accesses to the Culvert

### Description of works

This involves realization of the technical bloc and the linking to the existing carriage way (road) These works shall be executed mechanically and manually with material extracted from a borrow pit approved by the project manager. The soil used for the fill shall present the following characteristics:

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

The selected material from the borrow pit shall be laid on a trench and plat form previously shaped and compacted at a dry density of at least 90% OPM. The material shall be laid in horizontal layers of 20cm thick and having a water content equal to that of OPM before compaction (±2%).

The fill is compacted methodically up to 95% of the dry density of OPM. The rate of compaction shall be verified in -situ with a membrane densitometer at every 1000m<sup>2</sup>. A sample compaction test shall be carried out to determine of passes necessary to obtain the required compaction rate.

## 12) 305 – Stone Masonry

### Description of works

This consists of realizing the parts of the Culvert with well-shaped and assembled stones according to the esthetic and type of the structure (form, dimension of stones, joints, Etc...) while respecting the works of arts

The mortar will be dosed at three hundred and fifty (350) kg of cement per m<sup>3</sup> of sand.

The visible faces of the stone masonry should be regular. The minimum height of the shaped stones should not be less than fifteen (15) cm.

The finishing of the external joints will be realized with done with mortar M450

### Mode of execution of works

These works shall be done exclusively manually (shaping of stones, humidification, elevation, bonding, pointing)

## 13) 309a, 309b, 309c and 309d - Lean concrete dosed at 150Kg/m<sup>3</sup>, Mass concrete dosed at 350Kg/m<sup>3</sup>, Reinforced concrete dosed at 400Kg/m<sup>3</sup> and Reinforced concrete dosed at 350Kg/m<sup>2</sup> for the Culvert's raft



### **Balises - Wooden post markers**

Turn beacons are J1 beacons of type 2 of circular cross-section (diameter 150 mm) 80 cm high from the level of the shoulder. The beacons are made of fiber cement, enamelled or galvanized sheet metal, plastic, B 300 concrete, or wood.

Among the Cameroonian wood species with these required characteristics, we can mention: Doussie, Moabi, Tali, Azobé, Iroko and Bibinga. (See § 11.13 above)

They are located on the outer shoulder of the bend, the axis one meter from the outer edge of the bearing layer. The spacing between two consecutive beacons is equal to 10 meters, unless otherwise approved by the delegated project manager. The beacons shall bear a retro-reflective device consisting of a strip 100 mm high placed 150 mm from the head of the beacon.

### **17) 909 - Weep holes**

#### **Barbacanes - Weep holes**

This operation consists of installing PVC pipe barbicans  $\Phi 40$  for drainage of materials located behind abutments or retaining walls. The work consists of placing, in accordance with the technical requirements and the plans of the technical file, PVC pipe barbicans  $\Phi 40$

### **18) 910 - Drainage pipes**

#### **- Drainage pipes**

This operation consists of setting up gargoyles in PVC pipe  $\Phi 100$  for the evacuation of water from the deck. The work consisting in placing, in accordance with the technical requirements and the plans of the technical file, gargoyles made of PVC pipe  $\Phi 100$

### **19) 1001 - Deviation- pedestrians crossing of the Culvert**

#### **Traffic maintenance - Deviation - pedestrians crossing of the Culvert**

This task is envisaged in the event that it is necessary for the construction and maintenance of the temporary structures and a runway for possible deviation necessary to maintain traffic.

### **20) 1011 – Supply and placement of Stone Pavement**

#### **Description of works**

The works shall consist of supplying and placement of stone pavements. The sand is collected from the river along the road stretch. The stones to be used are the sedimentary rock popularly called 'black stone'. The stones are found locally and can be gotten from riverbed or on hilltops where it has been exposed over time. Gravel is also collected from the riverbed or can be crushed from larger boulders.

#### **Mode of execution of works**

The black stones shall be shaped in to pavements then laid down in linear form tracks following this dimensions (200mx0.15mx1m) x2 tracks. The stones shall be binded with concrete mortar. The laying down of the stones shall be aligned and levelled following the tracks. There shall also be provisions for surface water run-off evacuation. The middle way between the tracks shall be vegetated with anti erosion grass. The corners of the tracks shall be protect with concrete both internal and external so much, so that the stones will be firm in their seats.

### **21) SAFETY AND ENVIRONMENTAL PROTECTION**

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

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



**SCHEDULE OF UNIT PRICES FOR THE MAINTENANCE OF THE ROAD  
SECTIONS FONFUKA –MUNGONG BY 10KM AND PAVEMENT OF 800M SECTION  
BETWEEN IPS MUNGONG AND MALLAM MUSA**

ITEM	DESIGNATION	UNIT	Q'TY	UNIT PRICE IN FIGURES FCFA	UNIT PRICE IN WORDS
	<b>100: PRELIMINARY WORKS</b>				
101	Site installation	FF	1		
102	Studies (Environmental Impact Studies and Technical Studies)	ff	1		
	<b>SUB TQTAL I00</b>				
	<b>200: EARTH WORKS ON THE ROAD PLATEFORM</b>				
204	Opening of the road	KM	5		
205	Felling of Trees	U	6		
206	Ordinary Cut and Throw	m <sup>3</sup>	68		
207	Cut and Filling	m <sup>3</sup>	160		
208	Filling with Laterite from Borrow pit	m <sup>3</sup>	60		
209	Road profiling including creating of gutters and outlets	KM	5		
210	Surface Coarse of 15cm thickness	m <sup>3</sup>	300		
	<b>SUB TOTAL 200</b>				
	<b>300:CONSTRUCTION OF ROAD STRUCTURES</b>				
301	Stone masonry pavement (400mx0.10mx1m)x2	Ml	800		
	<b>SUB TOTAL 300</b>				



**BILL OF QUANTITIES AND COST ESTIMATES FOR THE MAINTENANCE OF  
THE ROAD SECTIONS FONFUKA – MUNGONG BY 10KM AND PAVEMENT OF 800M  
SECTION BETWEEN IPS MUNGONG AND MALLAM MUSA**

ITEM	DESIGNATION	UNIT	Q'TY	UNIT PRICE	AMOUNT
	<b>100: PRELIMINARY WORKS</b>				
101	Site installation	FF	1		
102	Studies (Environmental Impact Studies and Technical Studies)	ff	1		
	<b>SUB TOTAL I00</b>				
	<b>200: EARTH WORKS ON THE ROAD PLATEFORM</b>				
204	Opening of the road	KM	5		
205	Felling of Trees	U	6		
206	Ordinary Cut and Throw	m <sup>3</sup>	68		
207	Cut and Filling	m <sup>3</sup>	160		
208	Filling with Laterite from Borrow pit	m <sup>3</sup>	60		
209	Road profiling including creating of gutters and outlets	KM	5		
210	Surface Coarse of 15cm thickness	m <sup>3</sup>	300		
	<b>SUB TOTAL 200</b>				
	<b>300:CONSTRUCTION OF ROAD STRUCTURES</b>				
301	Stone masonry pavement (400mx0.10mx1m)x2	Ml	800		
	<b>SUB TOTAL 300</b>				
<b>SUMMARY</b>					
	<b>100: PRELIMINARY WORKS</b>				
	<b>200: EARTH WORKS ON THE ROAD PLATEFORM</b>				
	<b>300:CONSTRUCTION OF ROAD STRUCTURES</b>				
	<b>TOTAL WITHOUT TAXES (HT)</b>				
	<b>VAT: 19.25%</b>				
	<b>AIR: 2.2%</b>				
	<b>TOTAL WITH TAXES INCLUSIVE (TTC)</b>				
	<b>NET PAYABLE</b>				

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



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



**REPUBLIQUE DU CAMEROUN**

Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION ET DU  
DEVELOPPEMENT LOCAL.

COMMUNE DE FONFUKA,

STRUCTURE INTERNE DE GESTION ADMINISTRATIVE DES  
MARCHES PUBLICS (SIGAMP).**REPUBLIC OF CAMEROON**

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL  
DEVELOPMENT.

FONFUKA COUNCIL,

INTERNAL PUBLIC CONTRACTS ADMINISTRATIVE  
MANAGEMENT ENTITY (IPCAME)**JOBGING ORDER N°** \_\_\_\_\_**AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER N°**  
\_\_\_\_\_ **OF** \_\_\_\_/2024 **FOR THE** \_\_\_\_\_Project Owner [*Indicate name and full address*]**HOLDER** : [*indicate name and full address of holder*]

P.O. Box \_\_\_\_\_, Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_ at  
Taxpayer's No. \_\_\_\_\_**SUBJECT** : *Execution of* \_\_\_\_\_ *works;*  
*Lot No.* \_\_\_\_\_ ; *Network* \_\_\_\_\_**PLACE** : Region \_\_\_\_\_**EXECUTION DEADLINE** : \_\_\_\_\_ ( ) months**AMOUNT IN CFA F:**

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

**FINANCING** : [*indicate the source of financing*]**BUDGET HEAD** : [*to be completed*]SUBSCRIBED ON: \_\_\_\_\_  
SIGNED ON: \_\_\_\_\_  
NOTIFIED ON: \_\_\_\_\_  
REGISTERED ON: \_\_\_\_\_



## Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates



**DOCUMENT NO. 10:**  
**FORMS AND MODEL DOCUMENTS TO BE USED BY**  
**BIDDERS**



## ANNEX NO. 1: MODEL TENDER LETTER

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

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

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

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

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

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

Done at..... on.....

### ANNEX No. 3: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_

*[Bank's signature]*



## ANNEX NO. 5: MODEL OF START-OFF ADVANCE BOND

Bank: reference, address \_\_\_\_\_

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]

## ANNEX NO. 7: EVALUATION GRID

### CONTENT TO BE EVALUATED AS PER THE PROVISIONS OF THE SPECIAL REGULATIONS OF THE TENDER (SRIT)

#### ENVELOPE A: ADMINISTRATIVE DOCUMENTS

DOCUMENT N°	DESCRIPTION	YES	NO
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).		
A.2	Certified Copy of the Business Registration, not more than three months old.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file bearing <b>50,000 FCFA (Fifty Thousand Francs)</b> issued by Fonfuka Municipal treasury		
A.6	A Bid Bond of <b>540,000 FCFA (Five Hundred and Forty Thousand Francs)</b> or certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions.		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	An attestation of tax payers registration (attestation d'immatriculation) duly stamped (fiscal stamp)		
A.10	A Valid Tax Compliance Certificate { <b>l'Attestation de Conformité Fiscale (ACF)</b> } issued online from the tax administration's computer system. Duly stamped (fiscal stamp); this certificate should be less than three months old.		
A.11	Tax Notice (Avis D'imposition)		
A.12	Plan localization of business signed by the Bidder and stamped (fiscal stamp)		
A.13	Power of attorney authorizing signatory to engage the enterprise in the Tender		
<b>TOTAL</b>			

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



	Ministry of Finance and respect COBAC conditions. = <b>27,000,000 FCFA (Twenty Seven Million Francs)</b>		
<b>B.7</b>	<b>Attestation of site visit</b> signed by the bidder or mandated representative		
<b>B.8</b>	Summary report of site visit signed by the bidder or mandated representative and justified with site pictures		
<b>B.9</b>	Special Technical Clauses initialled in all the pages		
<b>B.10</b>	Special Administrative Clauses completed and initialled in all the pages and last page signed		

## ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.	YES	NO
<b>C1</b>	A submission letter, signed, dated and stamped. (see ANNEX 3)		
<b>C2</b>	Completed and signed framework of unit prices.		
<b>C3</b>	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC), in figures and in words		
<b>C4</b>	Sub details of unit prices all pages initialled		
<b>TOTAL</b>			

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

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

### Eliminatory criteria

#### • **Outright elimination during the opening session of the Bids**

1. Absence or non-conformity of an element in the administrative file
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit of the Tender file in the financial bid;
7. Non-respect of **75%** of essential criteria;

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

### **C. Essential criteria**

1. General presentation of the tender files;
2. Financial capacity;
3. References of the company in similar achievements;
4. Quality of the personnel;
5. Technical organization of the works;

Company Letterhead

To whom it may concern

**ATTESTATION OF SITE VISITE**

I, the undersign Mr/Mrs \_\_\_\_\_ representing (the company) hereby attest on my honour to have today the (date) \_\_\_\_\_, carried out a visit to inspect the site for \_\_\_\_\_, as per Open National Invitation to Tender No. 00002/ONIT/MINDDEVEL/FC/FCITB/PIB/2024 Of 25<sup>th</sup> January 2024

**In testimony whereof**, this attestation is issued to serve the purpose it is intended for.

**ATT:**

- ❖ Summary site visit report
- ❖ Site pictures



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

### **Note on preliminary studies**

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

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

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

### **Justification of preliminary studies**

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

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

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

## **I- BANKS**

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

## **II- Insurancecompanies**

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