

REPUBLIC OF CAMEROON  
PEACE - WORK - FATHERLAND  
MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT  
NORTH WEST REGION  
BUI DIVISION  
NKOR COUNCIL  
P.O Box 73 Kumbo  
Tel: (237) 654947254/663046403



REPUBLIQUE DU CAMEROUN  
PAIX - TRAVAIL - PATRIE  
MINISTERE DE  
DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL  
REGION DU NORD-OUEST  
DEPARTEMENT DE BUI  
COMMUNE DE NKOR  
Email: nkorcouncil@gmail.com  
Website: www.nkorcouncil.com

REF.N° \_\_\_\_\_ MINDDEVEL/NWR/BU/NSD/SG/NC

NKOR, THE .....

## **TENDER FILE**

### **OPEN NATIONAL INVITATION TO TENDER**

**N° 03 /ONIT/NC/NCITB/2024 OF 18/03/2024**

**FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE  
IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI  
DIVISION, NORTH WEST REGION.**

**(L=5M, W=5, H=2.2 FROM RIVER BED)**

**EMERGENCY PROCEDURE.**

**CONTRACTING AUTHORITY: THE MAYOR, NKOR COUNCIL**

**FINANCING: PIB MINDDEVEL, 2024 FISCAL YEAR**

**IMPUTATION NUMBER: 58 27 100 02 641649 464211 821**

**RECORD NUMBER: IZ03347**

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***DOCUMENT 1***



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NKOR, THE .....

## **TENDER NOTICE**

**OPEN NATIONAL INVITATION TO TENDER**  
**N° 03 /ONIT/NC/NCITB/2024 OF 1<sup>st</sup>/03/2024 FOR THE CONSTRUCTION OF**  
**EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION,**  
**BUI DIVISION, NORTH WEST REGION**

- 1) SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the 2024 state budget, the State of Cameroon represented by **THE LORD MAYOR NKOR COUNCIL** hereby launches in an **emergency procedure** an open national invitation to tender N° ..... /ONIT/NC/NCITB/2024 OF 1<sup>st</sup>/03/2024 FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION
- 2) CONSISTENCY OF WORKS:** The construction works subject to this invitation to tender include detail description of the items found in the bill of quantities (detail cost estimate).
- 3) NATURE OF SERVICE:** The services involved in this invitation to tender shall require **THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION**
- 4) PARTICIPATION:** Participation in this present invitation to tender is opened to all registered and qualified companies or groups of companies based in the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in **Public works (construction domain)**.
- 5) EXECUTION DEADLINE:** The maximum deadline for the execution provided for by the Contracting Authority shall be **three months (90 calendar days)** with effect from the date of notification of the Service Order to start works.
- 6) CONSULTATION OF TENDER FILE:** The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Service of the Contracting Authority (Service in charge of the award of contracts) 679 824 918 during working hours at the NKOR COUNCIL. The document shall be obtained upon presentation of a receipt testifying to the payment of a non-refundable sum of **fifty thousand (50,000) Francs CFA** payable to the Municipal Treasury NKOR council.



**7) ADMISSIBILITY OF BIDS AND BID BONDS:** Each bidder shall enclose in his administrative documents a bid bond (provisional guarantee) that respects the model in this tender file of **five hundred thousand francs (500,000) francs CFA** issued by a first-rate bank or insurance company approved by the Ministry in charge of Finance featuring on the list in document 10 of the tender file and valid for thirty (30) days beyond the validity of the tenders.

Only originals or true copies certified by the issuing services of the required administrative documents (Senior Divisional Officer, Taxation Officials, etc.), including the bid bond, must imperatively be produced in accordance with the Special Tender Regulations or such bids shall be subject to rejection. They must obligatorily not be older than three (03) months. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this tender shall be declared inadmissible.

The provisional guarantee will be released no later than thirty (30) days after the period of bid validity for unsuccessful bidders. For the bidder who is awarded the contract, the provisional guarantee will be released after constitution of the final guarantee.

NB: The successful bidder shall during site installation present the originals of the respective documents for strict verification of their authenticity.

**8) SUBMISSION OF OFFERS:** Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one sealed pack containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. The sealed pack shall bear no information about the company and shall reach the Service in charge of the award of contracts *NKOR Council* not later than **16/04/2024 at 10:00 am** local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER**  
**N<sup>o</sup> 03 /ONIT/NC/NCITB/2024 OF 1<sup>st</sup>/03/2024 FOR THE CONSTRUCTION OF EBANTOCHENG**  
**BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST**  
**REGION**  
**(To be opened only during bids opening session)**

**9) DURATION OF TENDER VALIDITY:** Bidders will remain committed to their offers for a period of ninety (90) days from the last date of the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

**10) OPENING OF BIDS:** The administrative documents, the technical and financial proposals shall be opened on the **16/04/2024 at 11 am prompt**, local time, by the NKOR Council Internal Tenders Board in the presence of bidders or their representatives.

All Bidders may attend the opening session or each has himself represented by one person of his choice (even in the event of a joint-venture) with sound knowledge of his file.

a) Stage I shall involve:

i) Opening and appraisal of validity, authenticity and completeness



ii) Opening of envelopes containing technical documents to appraise and evaluate technical proposals

**NB:** Any bids which shall not obtain 80% score in the technical evaluation shall simply be eliminated.

b) **Stage II** Opening of financial offers to appraise proposed amount for the project.

**11) ASSESSMENT CRITERIA:** Tender conformity shall be evaluated as per the following:

A) **Eliminatory Criteria.**

- Bids submitted in unsealed envelopes and packs;
- Offers (bids) submitted after the deadline or time limit;
- Absence of original or properly certified administrative documents;
- Administrative documents more than 3 months old;
- Incomplete technical or financial documents;
- Omission of unit price schedule ;
- None justification of capacity to pre-finance ;
- Technical and administrative evaluation mark less than 75% ;
- False declaration or forged documents ;
- Work supervisor of the company having less than three (03) years of experience;
- Site Foreman having less than five (05) years of working experience;
- Contractors who have been suspended from public contracts

B) **Evaluation Criteria:** The preliminary evaluation shall be the binary method (YES/NO) based on the following essential criteria:

CRITERIA	ELEMENTS
GENERAL PRESENTATION OF THE BIDS	4 Elements
EXPERIENCE OF THE COMPANY	8 Elements
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	6 Elements
TECHNICAL EQUIPMENT	6 Elements
METHODOLOGY FOR THE EXECUTION OF WORKS	4 Elements
TOTAL	28 ELEMENTS

**NB:**

- Any Bid that shall not obtain 75% evaluation shall simply be rejected.
- Details of these main qualification criteria are specified in the assessment grid found in the Special Tender Regulations (RPAO).

There are two types of evaluation criteria: eliminatory and essential criteria. [The aim of these criteria is to identify and reject incomplete bids or bids not in conformity with the essential conditions laid down in the Tender File.

**i. Eliminatory criteria**

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according of the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

*They refer especially to:*

- Absence of an element in the administrative file;
- Deadline for delivery higher than prescribed;
- False declaration, forged or scanned documents;

- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial file..
- Technical assessment mark lower than 80% of "Yes".

## **ii. Essential criteria**

*Essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.*

The criteria relating to the qualification of candidates are based on the following:

- General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff ;
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- Attestation of site visit signed by both the Project owner and contractor
- Report of site visit signed by the Contractor
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);
- Pre – Financing capacity **not less than 75%** of the amount required in the offer

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

## **iii Main qualification criteria**

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

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

This evaluation shall be done in a purely binary method with a **(yes)** or a **(no)** with an acceptable minimum of **80%** of the essential criteria taken in to account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest realistic amount, in conformity with the regulations of the Tender Documents and having scored **100%** of the eliminatory criteria and at least **80%** of the essential criteria

**12) AWARD OF CONTRACT:** The contract shall be awarded to the lowest bidder, who fulfils the technical and administrative requirements.

**13) FINANCING:** Works under this tender shall be financed by the PIB budget, MINDDEVEL ; 2024 FISCAL YEAR.

**14) FURTHER INFORMATION:** Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts Telephone **N° 679 824 918** NKOR Council

**15) AMENDMENT TO THE INVITATION TO TENDER:** The Contracting Authority reserves the right, if warranted, to subsequently amend this invitation to tender.



**16) Maximum number of lots:** Any bidder may bid for and hold more than one (1) lot but in this case we have just one lot. However for reasons of assiduity, effective presence of the contracting partner and proper realization of works this must be so with different sets of personnel.



NKOR, the 18/03/2024.

THE MAYOR NKOR COUNCIL

*Exchange Ndi Gommam*

Copies:

- ARMP (for publication and archiving)
- CRTV/Cameroon tribune
- Notice boards (for information)
- Contracts Service (for archiving)
- Chairman, Tenders Board, NKOR
- Chrono



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REF.N° \_\_\_\_\_ MINDDEVEL/NWR/BU/NSD/SG/NC

NKOR, THE .....

## **AVIS D'APPEL D'OFFRES**

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT**

**N° 03 /ONIT/NC/NCITB/2024 OF 12/03/2024 POUR LES TRAVAUX DE Construction d'un pont  
EBANTOCHENG- NONI DANS LE DEPARTEMENT DE BUI, REGION DU NORD-OUEST**

**1) Objet de l'appel d'offres:** Dans le cadre de l'exécution du Budget d'Investissement Public 2024, l'Etat de Cameroun représenté par, le MAIRE DE NKOR lance en **procédure d'urgence** un Appel d'Offres national ouvert pour les travaux **DE Construction d'un pont EBANTOCHENG-NONI DANS LE DEPARTEMENT DE BUI, REGION DU NORD-OUEST**

**2) Consistance des travaux :** Les travaux objets du présent appel d'offres consistent les détails des descriptions mentionnées dans le cadre du détail estimatif.

**3) Nature du service :** Le service requis dans cet Appel d'Offres concerne la **DE Construction d'un pont EBANTOCHENG- NONI DANS LE DEPARTEMENT DE BUI, REGION DU NORD-OUEST**

**4) Participation:** La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises ou groupes d'entreprises ayant une bonne réputation ainsi que expertise professionnel, technique et financier dans la construction des bâtiments publics et travaux publics exerçant au Cameroun.

**5) Délai d'exécution :** Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de quatre-vingt-dix jours continus (trois mois) à partir du jour de la notification de l'ordre de service.

**6) Consultation du dossier d'appel d'offres :** Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables à la Commune de NKOR-Tel: **679 824 918** Le Dossier d'Appel d'Offres peut être retiré dès publication du présent avis dans les services de Passation des marchés, COMMUNE DE NKOR sur présentation d'une quittance de versement d'une somme non remboursable au titre des frais de dossier de **(50 000)** francs CFA payable à la recette municipale.

**7) Admissibilités des offres et Garanties de soumission :** Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une **garantie** de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire et assurance agréée par le Ministère en charge des Finances d'un montant égal à **500,000** (Cinq cent mille) francs CFA. Les



cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives (Préfets ou Sous-préfets, Chefs des centres des imports) depuis une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarées inadmissibles.

**NB:** Pendant l'installation de l'attributaire au site de la construction, il sera obligé de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

**8) Remise des offres :** Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise au Service de Passation des Marchés, situé à commune de NKOR à NKOR, au plus tard le **16/04/2024 à 10 :00heures**. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Ce paquet devra seulement porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT**  
**N° 03 /ONIT/NC/NCITB/2024 OF 12/03/2024 POUR LES TRAVAUX DE Construction d'un pont**  
**EBANTOCHENG- NONI DANS LE DEPARTEMENT DE BUI, REGION DU NORD-OUEST**

**"A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT"**

**9) Durée de validité des offres :** Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

**5. 10) Ouverture des plis:** L'ouverture des plis se fera le **16/04/2024 à 11 :00heures**, heure locale en une phase par la Commission de Passation des Marchés de Nkor (SALLE DE CONFERENCE DU COMMUNE DE NKOR) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite dans une phase à deux étapes, comme suite.

**Etape I :** L'étape I qui ne concerne rien que les dossiers administratifs et les offres techniques sera ouvert par les membres de la Commission de Passation des Marchés.

**Etape II :** L'étape II qui ne concerne que l'ouverture des offres financières des entreprises se fera par les membres de la même Commission de Passation des Marchés

Seules les entreprises ayant obtenu au moins 80% de la notation sur des dossiers administratifs et techniques seront retenues.

**11- Évaluation des Offres:** Les offres seront évaluées selon les conditions suivantes.

**A) Critères éliminatoires**

- Offres remise dans les enveloppes ou paquets ouverts,
- Offres remise après le délai
- Absence de l'original ou des documents administratifs bien certifiés hors du délai de trois mois
- Dossier technique ou financier incomplet
- Omission, dans le bordereau des prix, d'un prix unitaire



- Capacité financière non justifiée
- Note technique inférieure à 75% au niveau de l'évaluation administrative et technique
- Fausse déclaration ou pièce falsifiée
- Ingénieur des travaux du génie civil ne justifiant d'une expérience d'au moins trois (03) ans
- Technicien des travaux du génie civil ne justifiant d'une expérience d'au moins cinq (05) ans
- établissement sanctionné par ARMP

C) **Critères essentiels** : L'évaluation des offres sera faite sur le **critère binaire** (OUI/NON) des critères essentiels suivants :

CRITERE	ÉLÉMENTS
PRESENTATION GENERALE DE L'OFFRE	4 éléments
LES REFERENCES DE L'ENTREPRISE	8 éléments
LA QUALITE DU PERSONNEL D'ENCADREMENT DE L'ENTREPRISE	6 éléments
LE MATERIEL DE CHANTIER A MOBILISER	6 éléments
METHODOLOGIE ET EXECUTION DES TRAVAUX	4 éléments
<b>TOTAL</b>	<b>28 ÉLÉMENTS</b>

**Remarque :**

- Seules les entreprises ayant obtenu au moins 75% de la notation sur des dossiers administratifs et techniques seront retenues.
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

**12) Attribution:** Le marché sera attribué au soumissionnaire présentant l'offre la moins disante et remplissant les capacités techniques et administratives requises.

**13) Financement :** Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du MINDEVEL au titre de l'exercice 2024 assigné au le maire de NKOR

**14. Les Renseignements Complémentaires :** Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés

**15- Additif à l'appel D'offres:** L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

**16) Nombre maximum des lots:** Par la circulaire No. 001/CAB/PR du 19 Juin 2012 relatif à la passation et au contrôle de l'exécution des marchés publics, chapitre 3, section 38, il ne peut être attribué au maximum que deux (02) lot par soumissionnaire par cette commission de passation de marchés Etant donné qu'il s'agit de deux lots, le nombre maximum de lots pouvant être attribué à un soumissionnaire est deux (02), avec personnels techniques différentes.



NKOR, le 18/03/2024.  
LE MAIRE COMMUNE DE NKOR

**Ampliation:**

- ARMP (pour publication et archivage)
- CRTV/Cameroon tribune
- Notice boards (for information)
- Contracts Service (for archiving)
- Chairman, Tenders Board, NKOR
- Chrono

**DOCUMENT No 2:**



ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ

ԿՐԹԱՆՈՒԹՅԱՆ ԻՐԱՎԱԿԱՆ ԴԵՊԱՐՏԱՄԵՆ



# **THE SPECIAL REGULATIONS GOVERNING THE INVITATION TO TENDER**

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- Article 02: Purpose of the invitation to tender
- Article 03: Conditions for participation
- Article 04: Funding
- Article 05: Duration for execution of the contract
- Article 06: Constituent documents of the tender file
- Article 07: General requirements of the invitation to tender
- Article 08: Presentation and content of bids
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**Article 01: DEFINITIONS AND DUTIES UNDER THE INVITATION TO TENDER**

**PROJECT OWNER:** THE LORD MAYOR NKOR COUNCIL

**AUTHORISING OFFICER:** THE LORD MAYOR NKOR COUNCIL

**PROJECT ENGINEER :** DIVISIONAL DELEGATE FOR PUBLIC WORKS - BUI.

**PROJECT MANAGER:** CDO NKOR COUNCIL.

**Article 02: PURPOSE OF THE INVITATION TO TENDER:** The purpose of this Open National Invitation to Tender is **THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION**

**Article 03: CONDITIONS FOR PARTICIPATION:** Participation in this present invitation to tender is opened to all registered and qualified enterprises of the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in Public works (construction domain).

**Article 04: FUNDING:** The project shall be financed by the 2024 Public Investment Budget of the Republic of Cameroon imputed under the Budget of the Ministry of Decentralization and Local Development (MINDDEVEL) to THE MAYOR NKOR COUNCIL-NKOR, under budget head 58 27 100 02 641649 464211 821

**a) Funding of works:** Works shall be funded by the Public Investment Budget of Cameroon.

**b) Budget:** Works shall be charged to the 2024 Budget of the Ministry of Decentralization and Local Development (MINDDEVEL).

**Article 05: DURATION FOR EXECUTION OF THE CONTRACT:** The deadline for the completion of the works shall be **three months (90)** calendar days, with effect from date of notification of the service order bearing information to start works.

**Article 06: CONSTITUENT DOCUMENTS OF THE TENDER FILE**

This tender file shall include the following documents:

- the open national invitation to tender
- the special regulations governing the invitation to tender , i.e. the General Tender Regulation and the Special Tender Regulation.
- the special administrative conditions (SAC/CCAG)
- the special technical conditions (STC/CCTP)
- the price list, i.e. Form for Unit Prices (PES) and Form for Price Elaboration (PE)
- the detailed cost estimate, i.e. Form for Bill of Quantities and Cost Estimates (BQCE)
- the model performance bond
- the model bank guarantee for the refund of the start-off advance
- the model undertaking by the bidder.
- execution plan



## Article 07: GENERAL REQUIREMENTS OF THE INVITATION TO TENDER

Bidders shall comply with the instructions listed below and shall provide the required information, failing which they may be disqualified. They are bound to give full and accurate answers to the information required in the documents appended hereto.

At the request of the Tenders Board, the Delegated Contracting Authority shall reserve the right not to respond to the Invitation to tender if he considers that it has not received an acceptable bid. He may therefore declare the Invitation to Tender unsuccessful and re-launch or cancel it.

### Bids presented by groups of enterprises

Bids may be presented by groups of enterprises. An enterprise may be associated to a Non Governmental Organisation if the latter offers all the guarantees and experience required and complies with the laws in force.

In the case of groups of enterprises, any notification relating to the Invitation to Tender, and possibly to the bidder shall be valid if addressed to either enterprise acting as the proxy for the bidder(s) with which it is associated. The representative of a group shall be spelt out in the bid and proxy given to it.

**Article 08: PRESENTATION AND CONTENT OF BIDS:** Each bid shall include the following documents:

### **1. ENVELOPE A-Administrative documents**

The bid submitted by a bidder shall comprise the following:

- A1. The declaration to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1500 FCFA. (see Form N° 01 for the format)
- A2. A Treasury Receipt showing the payment for the tender fee of **Fifty thousand (50,000) FCFA**.
- A3. An attestation of a bank account in the name of the enterprise.
- A4. The original copy of a bid security (Bank caution) of **five hundred thousand francs (500,000 ) FCFA** per lot from a bank accredited by the Ministry of Finance and recognised by COBAC ("Commission Bancaire pour l'Afrique Central") (see Form N° 04 for format).
- A5. A certified copy of current Business Licence (2024 "Patente") with a turnover up to or above the amount of the contract TTC.
- A6. A certified copy of Tax payer's card (with regime same as in Business Licence).
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit).
- A8. An original certificate of tax assessment certifying that the bidder owes no taxes.
- A9. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.
- A10. A proof of nationality of bidder (certified true copy of N.I.C card of General Manager).
- A11. A certified copy of certificate of incorporation
- A12. An original Certificate of non exclusion from the Public Contracts Regulatory Board (ARMP).
- A13. An original Attestation of site visit signed by The MAYOR or contractor (who must obligatory attach pictures of site.)
- A14. Attestation and plan of localisation of the enterprise
- A15. The Special Tender Regulations initialized and signed on the last page.
- A16. The Special Administrative clauses initialized and signed on the last page
- A17. Power of attorney where necessary
- A18. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises



**N.B:**

- \*Absence of the following documents shall result to out right rejection of the bidder's file
  - ✓ Receipt for the purchase of tender file
  - ✓ Bid security (*bid bond*)
  - ✓ Bids not containing all the documents listed above or not in conformity with the models.
- \*All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals and must not be more than three (03) months old. The documents shall be arranged in the order listed above and separated from each other by colour separators
- \*Any document with double certification shall not be accepted.

**2. ENVELOPE B-Technical documents**

It shall contain the documents cited and placed in the following order:

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job ( <i>See Annex N° 03 for format</i> )	Attach certified copies of title deeds, receipts, etc. These equipments and tools must be present at the site before and during each phase <b>NB-These equipments and tools must be present at the site before and during each phase</b>
B2	Personnel list	It shall contain: ✓ <b>Works Overseer:</b> At least a Senior Civil Engineering Technician with at least 3 years' experience in the field of construction or Civil Engineering Technician experience with at least 5 years' in the building sector. ✓ <b>Site Foreman:</b> At least a BAC F4 holder or equivalent with at least 7 years' experience in the domain of Construction.	Attach for each person a CV ( <i>signed and dated by the individual</i> ) as well as a certified copy of highest diploma of each person concerned and a certified copy of National Identity Card ( <i>see annex 09 for format</i> ). For the engineer show proof of current membership in the National Order of Civil Engineers <b>NB-All key personnel must present commitment of availability duly signed &amp; certified by the National Security Service (<i>see Form N° 08 &amp; Annex N°04 for format</i>).</b>
B3	Methodology/ Organisation of works	Bids shall be assessed technically on the understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise ( <i>methodology of execution, work schedule, site installation, supply of materials, works to be sub-contracted, relating</i>	Date, signature and stamp of bidder at the end of document



		<i>to the use of local manpower, etc)</i>	
B4	<b>Sub-contracting</b>	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
B5	<b>Site visit report</b>	Site visit report containing coloured picture(s) of the contractor conspicuously on site, signed by the Works Supervisor or site Foreman of the bidder requires a site visit where the works are to be carried out.	Dated and signed by the technical personnel of the Enterprise and or THE MAYOR (See annex N° 06 for format).
B6	<b>References of the enterprise.</b>	List of similar jobs executed in the last three (03) years by the enterprise and/or other civil engineering works realised.	Amount of works, copies of (1 <sup>st</sup> and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. (see annex N° 02 for format)
B7	<b>Technical specifications</b>	Provided in tender file.	Initialled on every page and signed and stamp on the last page

### 3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	<b>The tender</b>	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. (see Form N° 02 for format)
C2	<b>Price enclosure Slip</b>	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C3	<b>Bill of Quantities and Cost Estimates</b>	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	<b>Unit Price Schedule</b>	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page
C5	<b>Financial capability</b>	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.

#### **Note:**

- All these documents are to be arranged in the above order and separated with colour separators.
- Plans supplied with tender file should not be submitted.
- Any bid that shall not include the above documents or contain documents non-compliant with the models shall be rejected



- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- The entire constituent documents of (envelopes A, B, C), shall be sealed in a large anonymous external envelope labelled as follows:

All the constituent documents of envelopes A, B and C, shall be sealed in a large anonymous pack labelled as follows:

**Address: TO NKOR COUNCIL TENDERS BOARD**

**OPEN NATIONAL INVITATION TO TENDER  
N° 03 /ONIT/NC/NCITB/2024 OF 1 /03/2024 FOR THE CONSTRUCTION OF EBANTOCHENG  
BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST  
REGION**

**"To be opened during the official session by the tender's board"**

**NB: Envelopes bearing any other inscriptions shall be purely and simply rejected**

The three (03) constituent envelopes in the anonymous pack shall be labelled as follows:

**ENVELOPE A « Administrative documents »**

**Name and address of bidder:**

**OPEN NATIONAL INVITATION TO TENDER  
N° 03 /ONIT/NC/NCITB/2024 OF 1 /03/2024 FOR THE CONSTRUCTION OF EBANTOCHENG  
BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST  
REGION**

**"To be opened during the official session of the tender's board"**

**ENVELOPE B: « Technical documents »**

**Name and address of bidder:**

**OPEN NATIONAL INVITATION TO TENDER  
N° 03 /ONIT/NC/NCITB/2024 OF 1 /03/2024 FOR THE CONSTRUCTION OF EBANTOCHENG  
BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST  
REGION**

**"To be opened during the official session of the tender's board"**

**ENVELOPE C: « Financial documents »**

**Name and address of bidder:**

**OPEN NATIONAL INVITATION TO TENDER  
N° 03 /ONIT/NC/NCITB/2024 OF 1 /03/2024 FOR THE CONSTRUCTION OF EBANTOCHENG  
BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST  
REGION**

**"To be opened during the official session of the tender's board"**

Any bid that shall not include the above documents or contain documents non-compliant with the models shall be rejected.

**Article 09: SUBMISSION OF BIDS :** Each bid shall be drafted in English or French, bound and presented in several copies:

- Seven (7) pieces for envelope A, that is, **an original** and six copies , respectively labelled as such
- Seven (7) copies each for envelopes B and C, that is, **an original** and six copies , respectively labelled as such



These bids shall be submitted, against a duly signed receipt, at the Service for the award of contracts, NKOR COUNCIL, **on or before 16/04/2024 at 10:00 prompt**. After this deadline no bid shall be submitted and no bid regularly submitted or dispatched shall be withdrawn, supplemented or modified. Each bidder after submission shall before departure ensure that the pack (*enclosing envelopes A, B and C*) is stamped sealed by this service. Hence, in the case where the pack shall not be sealed or without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

Hence all documents submitted by a bidder in any capacity, following this open national invitation to tender, must be established exclusively:

- In English or French language,
- Using the metric system for quantities,
- Expressing all costs prices in francs currency (FCFA),

**Article 10: DURATION OF VALIDITY:** Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of for the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline. During this period, the Delegated Contracting Authority shall notify the successful bidder of his decision.

**Article 11: COMPLIANCE OF BIDS WITH THE TENDER FILE:** Shall be taken into consideration only bids received within the time-limits prescribed by the Public Notice for the Invitation to tender and presented pursuant to the provisions of articles of the Special regulations governing the invitation to tender. The Tenders Board shall make sure that each bid meets all the requirements, conditions and specifications of the tender file without any restriction. Bidders are bound to strictly comply with this measure as there can be no negotiation on the provisions of the tender file.

**Article 12: OPENING AND ASSESSMENT OF BIDS:** Bids shall be opened on a date and at the venue specified in the Notice of invitation to tender.

**Very important remarks to note during evaluation:**

- Any Bidder who shall not have 80% of the total score of the evaluation shall simply be eliminated.
- 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.
- Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer 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 offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer 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 offer. The modification of the offer 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 offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 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 and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other



details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

→ Offers (and modifications received in accordance with the provisions of the article 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.

→ Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

→ At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.

→ In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Contracting Authority.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

→ No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the results.

→ Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

→ Notwithstanding the provisions of paragraph above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority, with reasons having to do with his offer, he may do so in writing.

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

→ Subject to the provisions above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their offers, between the opening of envelopes and the award of the contract.

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

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

→ An offer that conforms to the Tender File shall essentially be an offer 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 and is not in conformity with the Tender File, the rights of the Delegated Contracting Authority or the obligations of the bidder in relation to the contract; or
  - iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tenders File.
- If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.
  - 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 offers.
  - The Evaluation sub-committee shall ensure that the successful bidder, because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Special Regulations. It is essential to avoid any arbitrariness in determining qualification.
  - The Evaluation sub-committee shall verify offers considered essentially in conformity 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.
  - The amount featuring in the offer 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.
  - If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the bid bond may be seized.
  - Only offers considered as being in conformity, as per the provisions of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
  - By evaluating the offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:
    - a) By correcting any possible error in accordance with the provisions of the General Regulations;
    - b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
    - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of the General Regulations;



- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

→ The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.

The Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

→ If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the offer.

→ As concern the Preference granted national bidders, if this provision is mentioned in the Special Regulations, national contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

**12.1 Eliminary criteria:** Presentation of bids and compliance of administrative, financial and technical documents pertaining thereto shall be eliminary criteria. Non-compliance with these criteria shall lead to the elimination of the bidder. The eliminary criteria include:

- Bids) submitted in unsealed envelopes and packs;
- Offers (bids) submitted after the deadline or time limit;
- Absence of original or properly certified administrative documents, more than three months old in the administrative dossier;
- Incomplete technical or financial documents;
- Omission of unit prices ;
- None justification of capacity to pre-finance ;
- Technical and administrative evaluation mark less than 80% ;
- False declaration or forged documents ;
- Work Supervisor of the company having less than three (03) years of experience
- Site foreman having less than five (03) years of working experience;
- Any contractor with ongoing projects for 2018 – 2019 and who have abandoned the project is not eligible for any award of contract in the same division
- Contractors who have been suspended from public contracts

## **12.2 Essential criteria**

The preliminary evaluation shall be binary and Secondaired (YES/NO) based on the following essential criteria:



<p><b>GENERAL PRESENTATION OF THE BIDS</b></p>	<ul style="list-style-type: none"> <li>- Table of content</li> <li>- Quality of the binding (<i>spiral binding recommended</i>)</li> <li>- The presentation of all documents required in order</li> <li>- Clarity of the documents</li> <li>- Availability of colour separator</li> </ul>
<p><b>EXPERIENCE OF THE CONTRACTOR</b> (For old contractors)</p> <p><i>See annex N° 02 for format</i></p>	<ul style="list-style-type: none"> <li>- List of contracts successfully realised in the past years</li> <li>- At least 3/4 of projects used above in the domain of construction.</li> <li>- Copies (first and last pages) of at least 2 of the contracts presented</li> <li>- Copies of reception minutes (provisional/final) presente <i>That is, Bidder's experience with similar works.</i></li> </ul>
<p><b>QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY</b></p> <p>For the Senior engineering technician show proof of certificates</p> <p><b>NB-All key personnel must present commitment of availability duly signed &amp; certified by the personnel concerned with a certified copy of national Identity card</b></p> <p><i>See annexes N° 04 &amp; Form N° 08 for format</i></p>	<ul style="list-style-type: none"> <li>- Company's organizational chart</li> <li>- Project's organizational chart</li> <li>- List of personnel deployed to the project</li> </ul> <p>Work Overseer: At least A Civil Engineer or a senior Engineering Technician with at least 2 years' experience in the field of construction or Civil Engineering.</p> <p>Foreman: At least A Technician Civil Engineering with experience with at least 3 years' in the domain or GCE 'A' level Technical in construction or equivalent with at least 5 years' experience in the domain of Construction)</p> <ul style="list-style-type: none"> <li>- Curriculum Vitae (CV) of the above personnel signed and dated by the individuals respectively (<i>see annex N° 01 for format</i>).</li> <li>- Certified copies of certificate(s) or diplomas of at least the key personnel relevant to the works concerned</li> </ul> <p><i>That is, Qualification, skills and professional experience of key personnel relevant to the works.</i></p>
<p><b>TECHNICAL EQUIPMENT</b></p> <p><b>NB- These equipments and tools must be present at the site before and during each phase</b></p> <p><i>See annex N° 03 for format</i></p>	<ul style="list-style-type: none"> <li>- The list of equipment for the project</li> <li>- List of tools for the project</li> <li>- Proof of ownership or performance invoices that to be hired.</li> <li>- Description of equipment (giving mark, registration ,etc)</li> <li>- Evidence of normal functioning of equipment</li> <li>- Distance between current and intended location of equipment</li> </ul> <p><i>That is, Compliance with technical specifications of the tenders file as well as equipments and tools vital for the execution of the works.</i></p>
<p><b>METHODOLOGY FOR THE EXECUTION OF WORKS</b></p>	<ul style="list-style-type: none"> <li>- Description of the organization of worksite and methods of execution of works with technical details</li> <li>- The planning (schedule of the execution of works)</li> <li>- Site visit attestation and Site visit report</li> <li>- The duration for the execution of the works</li> <li>- Environmental protection</li> <li>- Security measures on site</li> <li>- Sources and quality of materials</li> <li>- Appropriate technical specifications</li> </ul> <p><i>That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.</i></p>



Bids shall be opened and assessed in two stages taking into account the Very important remarks mentioned above:

**a) Stage I shall involve:**

- i) Opening of envelopes containing administrative documents which shall consist in cross-checking the compliance of documents, that is:-
  - The administrative file must be complete and the constituent documents valid and authentic
  - The bid bond shall comply with the prescribed model. Only bids that are found administratively compliant shall then be opened and assessed.
- ii) Opening of envelopes containing technical documents which shall consist in cross-checking authenticity of the documents to see if they are complete, original copies and valid, if the documents are duly signed and if on the whole, the bids are in the right order.

Copies of the bids shall be assigned to an evaluation sub-committee for cross-checking of administrative documents and evaluation of technical documents.

**NB:** At this stage any offer that shall not Score at least 80% of the above criteria shall simply be eliminated.

- b) Stage II** shall involve only bids of Bidders who had at least 80% of the marks in stage I and whose financial bids (**Envelope C**) will be compared to have the lowest realistic bidders.

**Remarks**

- When the amount(s) of the lowest bidder shall look questionable, he/she shall be called upon to explain and if the explanations are not realistic, the next Enterprise on the ranking of amounts will be given the chance.
- The Sub-Committee of evaluation and analyses shall examine and fix the final amount of bid as follows:-
  - If the amount in figures and the amount in words differ, the amount in words shall be considered authentic.
  - If there is an inconsistency between the unit price and the total price obtained by multiplying the unit price by the quantity, the unit price shall be considered authentic, unless this is considered as a mistake in the unit price, in this case, the total price as it is stated, shall be considered authentic while the unit price shall be corrected.
  - By adjusting according to relevant technical or financial criteria, any other quantifiable modification, difference or reserve.
  - By taking into consideration the various durations for execution proposed by bidders, if they are authorized to do so.
  - Bids in which the bidder does not specify the unit prices for some items of the detailed estimate shall be rejected. Moreover, prices proposed for items for which quantities are not provided, shall not be considered as part of the contract.

On a whole, the financial file shall be assessed over 100 points, the realistic lowest bid shall be awarded the majority of points; the others shall be assessed as follows:

**Article 13: AWARD OF THE CONTRACT :** According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder through careful study which is carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. Hence the **contract shall be awarded to the bidder with the**



**lowest realistic bid and who has the technical & financial capacities required in the eliminatory criteria.** As concern the procedure for the award, it shall consist of:-

- \* The preparation, awarding and execution according to the rules and procedures defined by the legislation in force for Public contracts.
  - \* The winner shall be notified through his official address or public media. He shall in two (02) days fulfil the formalities related to the awards, especially to submit ten (10) copies of the proposed contract (completed and signed) to the office of the Contracting Authority for transmission to the tenders board after which the final version will be finally signed by the Contracting Authority.
  - \* In the case where the enterprise does not fulfil these conditions, his/her chance shall simply be annulled without further notice and the next contender shall be called in for replacement.
- NB:** Once the Contracting Authority has signed the contract, the contractor shall be notified. The contractor has three (03) days to contact the Contracting Authority for the beginning of execution of works following notification of the Service Order to start work by the project owner. Failure to respect the duration shall call for withdrawal and eventual cancellation of contract.
- \* The contract can be cancelled outright in the cases provided for by Decree N<sup>o</sup> 2004/275 of 24<sup>th</sup> September 2004 to institute the Public Contracts Code.

**Article 14: CLARIFICATIONS ON THE TENDER FILE:** Request for clarifications may be addressed by letter or fax to the Contracting Authority at the following address:

THE LORD MAYOR NKOR  
THE Service for the award of Contracts

Useful information to enterprises

The Special regulations governing the invitation to tender provide instructions to bidders and set the general conditions for the award of the execution of **THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION** These instructions draw on the requirements of the strategy for the development of our economy implemented by the Government of Cameroon taking into consideration the special provisions of the Public Contracts Code.

The general conditions for payment of the work executed are set out in the Special administrative conditions governing the tender file.

All the works are defined in compliance with the specifications, estimates and plans provided in this tender file and shall be executed in partnership with the population of the said localities.

Observations :

- Bidders are advised to visit and inspect the work-site and its surroundings to obtain at their own cost, any information that may be necessary in preparing the bid and executing the works. Costs of the visit to the site shall be born by the bidder.
- The Contracting Authority may organize a visit to the work-site dedicated for the preparation of the bids referred to under the Special regulations governing the invitation to tender.
- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the building-site shall be carried out by the Divisional Delegate of Public Works Bui in collaboration with the Delegation of Public Contracts (Staff of the Control Brigade and other staff as the case may be). He shall report on the works executed.



prepare payments that shall be VISAED by the **MAYOR NKOR COUNCIL** and transmitted for payment into an account opened by the contractor to this effect.

- Works are placed under the supervision of the Bui Participatory Project Follow-up Committee.
- Members of the Follow-up Committee may separately visit the site at any stage of the construction works and have access to the entire document pertaining to the follow-up for proper execution of works.

Hence, as concerns:-

### **1: The scope of the tender**

**1.1** The LORD MAYOR NKOR hereinafter referred to as the Contracting Authority, hereby launches an open national invitation to tender for the construction works described in the Tender File. The works, which form the subject of the invitation to tender features in the Special Regulations of the invitation to tender. Hereafter reference is made to it under the term "works".

The bidder retained or the successful 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.

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

### **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 this contract. By virtue of this principle, the Delegated Contracting Authority:

a) Defines, within the context of this clause, the following expressions in the following manner:

- Shall be guilty of "corruption" whoever offers, gives, requests or accepts any gifts in view of influencing the action of a public official during the award or execution of this contract;
- Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of this contract;
- "Collusive practices" mean any form of agreement between two or among several bidders (whether the Delegated Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
- And "coercive practices" 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) Will reject any award proposal if he determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

### **4: Candidates allowed to Compete:**

- A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.  
A bidder shall be judged to be in a situation of conflict of interest if he:
  - Is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or



ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.

(c) The bidder must not have been excluded from bidding for public contracts.

(d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:-

(i) Legally and financially autonomous,

(ii) Managed according to commercial laws and

(iii) Not under the direct supervisory authority of the Contracting Authority or his immediate collaborators.

## **5: Calculation of prices:**

5.1 The amount shall be calculated on the bases of variable prices.

The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his offer for each item.

5.2 The price enclosure slip must be completed. Any price lacking on this form shall be considered as follows:

- The corresponding price on the bill of quantities and costs estimates;
- The highest corresponding price furnished by the bidder technically qualified, if it exist in the same lot,
- The average of all the prices of bidders in the same lot if the bidder is the only qualified one.

5.3 The bidder shall express the prices in the Price Elaboration Schedule (PES) and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.

The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder.

### **Remarks:**

- A unit price which shall be the price of an element of a good or service, of a type or an item of work, the quantities of which are estimates in the contract shall be calculated in Francs CFA and furnish in figures and in words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA.

- As this invitation to tender will consist of a contract whose duration of execution is not more than one (01) year, it shall not be subject to price revision.

- It shall be forbidden to introduce a price revision clause by way of additional clause in the contract awarded on the basis of a firm price.

## **6: Supplies equipment and authorised services**

6.1: Supplies equipment and services that shall form the subject of the contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said supplies, equipment and services.

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

## **7: Qualification of bidder**

7.1 As an integral part of their offer, bidders must update the information requested of them, such as:-



- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and contracts awarded;
- (iii) Pending litigations and
- (iv) Availability of indispensable equipment.

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

- (a) The offer must include all the information listed in article 6(1) above;
- (b) The offer 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 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 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 into a single account; on the other hand, each undertaking is paid in its own account where it is several co-contracting.

7.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender.

7.4 National bidders and groups of national bidders requesting to benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 32 of the General Regulations of the invitation to tender.

#### **8: Signature of bids – Power of Attorney**

- 8.1 All the signatures and initials needed for the tender and indicated in this article must be those of the bidder himself or his/her representative duly mandated.
- 8.2 If the bidder is a group of enterprises, each group member or representative must sign the bidding documents such that the result shall be a joint offer. The group shall choose a common representative who shall receive Service Orders and carry out all transactions in the name of the group.

**Article 15: ADDENDUM TO THE TENDER FILE:** The Contracting Authority may, at any moment before the deadline for the submission of bids and for any reason, on his own initiative or following a request for clarification addressed by a bidder, modify the tender file.

The addendum shall be written or addressed by fax to all the bidders who have acquired the tender file and shall not be opposable to them.

#### **Article 16: NOTIFICATION OF AWARD OF THE CONTRACT**

##### **• Notification**

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall publish the results and notify the successful bidder by letter, telex or fax and confirm the award of the contract.

##### **• Release of the bid bond**

The bid bond of unsuccessful bidders may be refunded on written request addressed to the Contracting Authority after publication of the result of the Invitation to tender.

**THE LORD MAYOR NKOR COUNCIL**



**DOCUMENT No 03:**

# THE SPECIAL ADMINISTRATIVE CONDITIONS

<b>CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS</b>	
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Article 2	Laws and rules applicable
Article 3	Mode of contract award
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## **CHAPTER I: GENERAL PROVISIONS**

**Article 1: PURPOSE OF THE CONTRACT:** The purpose of this contract is FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NKOR SUB DIVISION, BUI DIVISION, NORTH WEST REGION

**Article 2: LAWS AND RULES APPLICABLE:** The laws and rules applicable are those in force in the Republic of Cameroon.

**Article 3: MODE OF CONTRACT AWARD:** This contract has been awarded following an Open National Invitation to Tender in accordance with the Public Contracts Code.

**Article 4: LANGUAGE APPLICABLE IN THE CONTRACT:** English and French shall be the languages applicable in the contract.

**Article 5: FUNDING:** Works referred to in the Invitation to Tender shall be funded through the 2024 Public Investment Budget PIB MINDDEVEL

**Article 6: CONSTITUENT DOCUMENTS OF THE CONTRACT:**

### **Documents of specific nature**

- Special administrative conditions
- Special technical conditions
- Unit price list
- Detailed cost estimates (Contractor's bid)

### **Documents of general nature**

- Decree No.2002/030 of 28<sup>th</sup> January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Decree No.2003/651/PM of 16<sup>th</sup> April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree No. 2004/275 of 14<sup>th</sup> September 2004 to lay down the Public Contracts Code;
- Order N° 033/CAB/PM of the 13<sup>th</sup> February 2007 bearing the general administrative conditions
- Circular letter N°002/CAB/PM of 31<sup>st</sup> January 2011 relative to the amelioration of the performance of Public Contracts system;
- Decree N°2012/074 of 8<sup>th</sup> March 2012 bearing on the creation, organisation and functioning of Tenders Board.



- Decree N°2012/075 of 8<sup>th</sup> March 2012 bearing the organisation of the Ministry of Public Contracts ;
- Decree N°2012/076 of 8<sup>th</sup> March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23<sup>rd</sup> February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;
- Circular letter N°001/CAB/PR of 19<sup>th</sup> June 2012 relative to the award and the control of the execution of public contracts.
- Circular letter N° 2012/001/C/MINFI of 6<sup>th</sup> January 2012 relative instructions on the execution, follow-up and Control of the execution of the budget of the State, Public Administrative Establishments, Local Councils and Subsidized Organisations for the year 2015.
- The circular N° 00000003/CL/MINFI of 15<sup>th</sup> February 2021 relating to the execution, monitoring and control of the execution of the budgets of regional and local authorities for 2021 fiscal year
- Decree No 2013 /27 of 5<sup>th</sup> August, 2013 modifying and completing certain dispositions of Decree No 2012/074 of 8<sup>th</sup> March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Norms in force ;
- Instruments on environmental management.

**Article 7: DEFINITIONS AND DUTIES:** For the implementation of the provisions of this contract:

1. **The Contracting Authority** (signatory authority) is the Mayor NKOR Council
2. **The Authorizing Officer**, that is, The MAYOR NKOR COUNCIL-NKOR who shall address to the Divisional Delegate of Public Contracts for BUI periodic reports on the financial situation. These reports will make known the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.
3. **The Project Engineer: Divisional Delegate For The Ministry Of Public Works** Bui in charge of supervising and controlling the execution of works and preparation of documents for payments...
4. **The Control Brigade** of the Divisional Delegation of Public Contracts for BUI will carry out control rounds for the works of the Contract as per their attributions.
5. **The Project Manager** who assists the Contracting Authority for general administrative, financial and technical aspects at the definition, preparation, execution and acceptance stages of the services forming the subject of the contract **shall be the Council Development Officer of NKOR Council.**

**Article 8: REPRESENTATIVE OF THE CONTRACTOR:**

8.1- Within fifteen (15) days that follow the date of notification of the service order to begin work, the contractor shall confirm the site foreman who shall have the right of representation and sufficient authority to direct the site. Signed by the contractor, this confirmation shall be addressed by letter to the Project Manager. Within 8 days, the confirmation shall be considered approved if the Contracting Authority does not give objection to it.

8.2- For the execution of the present Jobbing Order, the contractor "elects Residence in the NKOR Sub-Division. In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) the Divisional Officer of the Sub-Division where the project is being executed

**Article 9: CONTENT OF WORKS:** The Works which form the subject of this contract are spelt out in the Special Technical Conditions.



## **Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES**

**Service Order:** The Service Order shall be signed by the Contracting Authority and service order to start works by the technical service relating to the normal execution period of works.

**Correspondence:** The contractor shall address all written technical correspondences to the Project Engineer with copies to the authorising officer and the Contracting Authority.

**NB:-**The contractor has ten (10) days within which to give observations on all Service Orders received. The fact of giving out some reservations does not free the company from executing the Service Orders received.

## **Article 11: KNOWLEDGE OF THE SITE, GENERAL CONDITIONS OF WORKS AND RESIDENCE OF THE CONTRACTOR**

The contractor (entrepreneur) shall visit the site at his expense to acquaint himself with the effective work to be done and make concrete performance proposals. He is expected to have visited and acquainted himself with the site of works and the surroundings so as to have adequate knowledge of all its features, the nature of works to be executed, the type of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:-

- The general conditions of execution of works and in particular the specific needs.
- The proper physical conditions of the work site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc).
- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table).
- The local conditions, particularly those of supplying and storage of the materials.
- The means of communication, transportation, and the supply of water and electricity.
- The possibility of sufficiently providing the qualified manpower.
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him.
- The possible presence of nearby enterprises also executing distinct contracts.
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

The contractor shall be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his company shall be validly done at the office of the Divisional Officer of the Sub-Division where the project is being executed.

**Conclusion-**The contractor must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices. To this effect, he will not be able to take advantage of any mistake, omission or imprecision contained in the clauses of the Jobbing Order at his own cost. He will regularize if the case arises, the damages without intervention of the administration.

**Field inspection of the installations of preliminary works** like the information to be posted on site, fencing of the site, etc by contractor with his/her personnel shall be carried out by Commission comprising of:

- The Authorizing Officer
- The Project Engineer

Chairman  
Secretary

- Project Manager
- DD ENVIRONMENT
- DD MINMAP
- DD MINEPAT
- DD MINDDEVEL
- The Contractor

Member  
Member  
Observer  
Member  
Member  
Member



## **CHAPTER II: EXECUTION OF THE WORKS**

### **Article 12: CONSISTENCY OF THE WORKS, TIME-LIMITS FOR EXECUTION/TIME-LIMITS FOR MOBILIZATION**

The works that form the subject of the present Jobbing Order, consist of all works foreseen in the bill of quantities estimated FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION.

Time-limits for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realization of works;

Under no circumstances shall the duration for execution exceed **NINETY (90)** calendar days except in the situation of Force Majeure.

Time-limits for mobilization shall run as from the date of reception of the service order to start work. Within this time, the contractor shall not modify any of his unit prices. A copy of the service order shall be forwarded to the Contracting Authority, signatory of the contract.

### **Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY**

In case the Contracting Authority gets them by himself, the contractor shall refund him the amounts spent. He shall not claim payment for additional works executed unless they have been duly authorized in writing or by an additional clause.

### **Article 14: ROLE AND RESPONSIBILITY OF THE CONTRACTOR (ENTREPRENEUR)**

The contractor shall provide to the Contracting Authority seven (07) copies of the registered contract, that is, four original copies and three photocopies. The contractor has as mission to assure the execution of works under the control of a Project engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of works. Works will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

**NB:**

- The contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.
- Regular site meetings shall be held at the initiative of the Project engineer. The participation of the Work Supervisor and site Foreman in site meetings shall be obligatory. To this effect, the contractor shall keep a site register that shall be available to the project engineer and contractor's representatives.
- The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Hence:

- \*He shall fulfil his fiscal duties to the staff deployed for the execution of the works and shall put in place an installation and shall ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site.
- \* He shall be held responsible therefore for any damage that may occur on the material and people on the site because of his works until the end of the period of guarantee.



- \*The contractor is responsible with regard to the Contracting Authority for the quality of the materials and supplies used their perfect adaptation to the needs of the site and the good execution of works.
- \*The contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, members of the Project team, his material for the realization of the present contract, during the execution of the works.
- \*He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project.

## **Article 15: INSURANCE AND PROTECTION OF THE SITES**

### **Civil liability**

The contractor shall prove that he has taken out an insurance policy for damages of all sorts caused to third parties

- by his personnel,
- by the equipment used;
- Surrounding properties.

**Comprehensive risks insurance:** In addition, all the works under the project shall be covered by a comprehensive risks insurance issued to the contractor by a company approved by the competent authority.

Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

**Protection of the site:** The contractor shall be bound to ensure protection and safe-guarding of his construction site. He shall make sure that the populations stay away from the site, notably by demarcating the site clearly. He shall be held responsible for any accident that may occur on the sites and affecting the populations.

**Ten-year guarantee:** It shall be managed by the Civil Code.

**Article 16: PLANNING OF WORKS AND SUB-CONTRACTING:** Within ten days from the date of notification of the service order to begin works, the entrepreneur will submit to the Contracting Authority the program of works (planning) in five copies for onward transmission to the Project Engineer for appraisal and approval. Failure to submit this document within the stipulated period shall lead to suspension of the works. The contractor shall constantly update the planning of works, considering the advancement on site. Any important modifications to this program will only be applied after having received the project engineer's prior agreement. It shall be established every month end at the contractor's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The contractor may assign execution of part of the contract to one or several sub-contractors. The contractor shall not sub-contract work without the prior authorization of the Contracting Authority. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

All subcontracting to a third enterprise of the execution of a part of the works foreseen in the present Jobbing Order is subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the total works described in this Jobbing Order.



**Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS:** Detailed drawings and other documents necessary for the execution of works shall be down up by the contractor based on the documents of the tender file.

These drawings shall be submitted to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked and completed, if necessary, by the contractor who shall then give them to the Contracting Authority at least eight (08) days before the start of works. Within seven (07) days, the Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Contracting Authority shall be considered as having given his approval.

The approval of the Contracting Authority shall in no way reduce the responsibility of the Project Engineer for controlling the execution of works.

Before the provisional reception, the entrepreneur will furnish the Contracting Authority five (05) copies of the report of works actually executed (plan de récolement) with one reproducible original. (Consult the Contracting Authority for the format)

That is, plans of details and other necessary documents for the execution of works will be established by the contractor on the basis of the technical file.

**Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT:** The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this contract shall be subject to the prior written approval of the Delegated Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or in case of equipment, with of equal performance and in good working condition.

**Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.**

If the Project Engineer requests for the replacement of a worker for serious misconduct duly recorded by both parties, the contractor shall immediately replace the said worker at his own expense.

**Article 19: REPLACEMENT OF SUPERVISORY STAFF**

In case of replacement of supervisory staff - either the work supervisor or the site foreman, the qualification of the personnel proposed shall at least be equal to that of the staff replaced. The contractor must notify the delegated contracting authority and other project team members in writing. **In case the qualification of the personnel proposed is lower than that of the staff replaced but complies with the requirements of the tender file, the contractor shall be liable to a penalty worth five over one thousand (5/1000<sup>th</sup>) of the amount of the contract.**

**Article 20: MODIFICATION TO STRUCTURES**

During execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works without financial incidence necessary for the proper execution and successful outcome of works. However, this shall be the subject of additional clauses and shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special Administrative Conditions.



#### **Article 21: MATERIALS**

The contractor shall, at his own expense, look for extraction sites of materials necessary for the execution of works if it is incumbent on him to supply materials.

The materials shall comply with the Special Technical Conditions. They shall be subject to tests and trials that the Project Engineer may prescribe in accordance with the specifications of the contract.

The contractor's means of control, put in place by him at his own expense, shall enable him to carry out the extraction, preparation or production on site, as well as on the construction site, to ensure constant, regular and permanent control.

#### **Article 22: DEMOLITION OF FAULTY STRUCTURES, UNAPPROVED MATERIALS, PENALTIES AND RESTRAINT OF DELAY**

The Control Brigade in collaboration with the Project Engineer shall have the right to order in writing:

- 1) Removal from the site within forty-eight (48) hours of all materials considered non-compliant with the specifications of the contract and their replacement by the right materials approved following laboratory tests.
- 2) Proper demolition and reconstruction of any structure or part of structure considered non-compliance with the requirements of the contract, with regard to the mode of execution as well as the materials used.

In case of non-compliance, expenses shall be charged to the contractor.

In case of delay on the duration of execution of works fixed by this Jobbing Order, the contractor shall be liable to lateness penalties which rate corresponds to 1 /2000<sup>th</sup> of the amount of the Jobbing Order from the first to the thirtieth day of delay and 1 /1000<sup>th</sup> of the amount of the Jobbing Order for each day above 30 days of lateness. Where the total penalty (amount) exceeds 10% of the contract sum, the Jobbing Order shall be terminated.

#### **Article 23: RIGHTS AND PATENTS**

The contractor shall, if necessary, agree with owners or holders of patents whose processes he has applied or intend to apply. He shall pay the required royalties and protect the Contracting Authority against any legal proceedings in the matter.

#### **Article 24: WORK PHASES**

The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work plan.

#### **Article 25: ACCESS TO THE SITE**

The Project Engineer and any other authorized person by the authority in charge of Public Contracts may at any time, have access to works, on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works obtained.

Moreover, as part of the duty of checking the effectiveness of works, duly mandated representatives of bodies in charge of payment shall have access to the site and to any information necessary for the achievement of this mission.

#### **Article 26: DUTIES OF THE PROJECT ENGINEER**

The duty of the Project Engineer is to ensure that works are executed properly and in accordance with the terms and conditions of the contract. The Project Engineer shall not relieve



the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Contracting Authority or order any significant modification to the structure to be constructed. The Project engineer shall have the power to prepare and sign orders for technical services.

At the request of the contractor and Project Engineer, counter-records may be drawn up to fix quantities for some structures. Such records shall be needed in case a structure may not be measured again.

The Project Engineer shall have the following duties:

- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

#### **Article 27: PROJECT SITE MEETINGS**

Project site meetings shall hold on weekly basis on the project site except at the initiative of the Project Engineer. The contractor shall be bound to attend these meetings, the reports of which shall be signed on the spot by the participants. The minutes of this meeting shall be forwarded the authority in charge of Public Contracts within 72 hours.

#### **Article 28: SITE RECORD**

A project record shall be kept by the contractor and put at the disposal of the Project Engineer or contractor's representative.

On a daily basis, entering in this record it shall include the following details:

- Administrative procedures relating to the execution and settlement of the contract (notifications, trial results, daily statements);
- Weather conditions;
- Receipts of materials and authorizations of all sorts;
- Incidents or details of all sorts having some interest with regard to the future handling of the structures or the actual duration of works;
- Works done during the day, the personnel and material used;
- Works progress;
- Required prescriptions;
- Detailed quantities of works;
- Works done by sub-contractors;
- Non-compliances;
- Official visits.

The contractor may also record incidents or remarks that are likely to give rise to complaint on his part.

This record shall be countersigned by the Project Engineer and the foreman following each visit to the site, and visa after each project meetings. For any claim that the contractor may make, only events or documents mentioned in due time in the project record shall be taken into consideration. Any refusal to present, or any attempt to destroy all or part of this journal or to forge



it, shall give rise to sanctions. Whatever the case, the contractor shall not take advantage of the impossibility to consult the project record.

**Article 29: PUTTING THE SITE AT THE DISPOSAL OF THE CONTRACTOR**

All the provisional structures necessary for the execution of works such as offices, garage, workshops, and accommodations for personnel, quarries, borrow pits and paths shall be constructed only on premises approved by the Project Manager in agreement with the administrative and traditional authorities of the locality.

Within the limits of their powers, the administrative or traditional authorities of the locality shall put at the disposal of the contractor, free of charge and for the duration of works, the State private or public property necessary for the project. State property put at the disposal of the contractor shall be cleaned at the end of works.

**Article 30: SECURITY MEASURES**

The contractor shall have the duty to supply and maintain, at his own expense, any lighting, security, fence and guarding device necessary for a proper execution of works as demanded by the competent authority.

**Article 31: ENVIRONMENTAL PROTECTION**

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environmental Management order No 0002/MINEPDED of 9<sup>th</sup> February 2016 on Environmental Impact Notice

He shall particularly comply with the Special Technical Conditions relating to environmental protection.

**Article 32: CLEANING OF THE SITE**

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance and before approval of the general and final statement of works.

**Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE**

Prior to the acceptance, the contractor shall request in writing to the Project Engineer, the organization of a technical visit before acceptance. The team for this visit will be composed of:-

- The Project Engineer .....
  - The Project Manager.....
  - The Contractor or Representative .....
- Secretary  
Member  
Member

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site.*

This visit shall include, among others, the following operations:

- Controlling the quality and quantity of the structures constructed;
- Carrying out trials provided for by the Special technical conditions;
- Recording the possible non-execution of works provided for under the contract;
- Recording the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

These operations shall give rise to a report drawn up on the spot, signed by the Project Engineer and countersigned by the contractor.



Following this pre-acceptance visit, the Commission may indicate the reserves to be lifted and the corresponding works to be carried out before the date of provisional acceptance which he shall fix in agreement with the contractor. The Project Engineer shall ensure that the reserves are effectively lifted before the Provisional acceptance is convened.

**Article 34: ACCEPTANCE (Provisional reception)**

Provisional acceptance shall be granted at the request of the contractor in case the execution of works is satisfactory.

The acceptance committee shall be made up as follows:

- Authorizing Officer ..... Chairman
- The Project Engineer ..... Secretary
- The DD MINMAP ..... observer
- The Project Manager ..... Member
- Beneficiary (Civil society representative) ..... Member.
- The Stores Accountant ..... Member
- The contractor ..... Member.

As soon as the contractor by writing informs Chairman of the reception committee, he shall summon a meeting of the committee to carry out the provisional reception.

The provisional reception shall proceed the technical acceptance comprising the project engineer, chief of control brigade, project manager (chief of award of contracts) and the contractor

After a visit to the site, the committee shall examine the report or minutes of the operations required before reception and carry on the reception if appropriate.

The provisional acceptance shall give rise to a reception report which shall be signed on the spot by all the members of the committee. This report of provisional technical reception shall mark the end of works.

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site*

**Article 35: PERIOD OF GUARANTEE**

The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed.

This period shall last for twelve (12) months as from the day of provisional acceptance.

**Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE**

During the period of guarantee, the contractor shall repair, at his expense and in due time, any disorder that may occur as a result of defects in the structure.

Before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Project Engineer. The contractor shall within twenty (20) days carry out the repairs. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

**Article 37: FINAL ACCEPTANCE**

After visiting the site, the acceptance committee shall examine the report of provisional acceptance and carry on the final acceptance if appropriate. The final acceptance shall give rise to an acceptance report signed on the spot by all the parties.



The acceptance committee shall be the following

- Authorizing Officer ..... Chairman
- The Project Engineer ..... Secretary
- The DD MINMAP ..... observer
- The Project Manager ..... Member
- The contractor ..... Member
- The Stores Accountant ..... Member

Following final acceptance, the Chairperson of the committee shall draw up a report which may declare the following:

- Acceptance of works without reserve;
- Refusal of acceptance of works;
- Acceptance of works with reserve.

Within the time specified by the committee, the contractor shall:

- either lift the reserve made during the provisional acceptance
- or carry out a new acceptance.

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site.*

#### **Article 38: LAWS GOVERNING LABOUR**

The contractor shall abide by the laws governing labour in the Republic of Cameroon. As far as possible, he shall give pride of place to Cameroonians during recruitments.

### **CHAPTER III- FINANCIAL CONDITIONS**

#### **Article 39: AMOUNT OF THE CONTRACT**

The amount of this contract shall be ..... **Francs CFA** and shall be stated in the detailed estimates, on the flyleaf and on the signature page.

#### **Article 40: PRICE CONSISTENCY**

Contractor's price:

The prices stated on the unit price list shall be considered as having been set on the basis of the economic conditions prevailing in the Republic of Cameroon during the month preceding that of submission.

The contractor shall be considered as having perfect knowledge of all the constraints relating to the execution of works and all the conditions that may influence this execution, as he must have personally been to the site before submitting his bid, notably:

- the nature and quality of the land and soils;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood ;
- presence or absence of a Development association in the village.

The amounts of the price list comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.



They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of this contract;
- Prospecting for sources of materials, extraction, storing, drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices on the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

#### **Article 41: SUB -DETAILED PRICES**

The contractor shall have provided in his bid, the price sub-detail schedule, drawn up in accordance with the rules in force, and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

#### **Article 42: WORKS**

#### **ADDITIONAL WORKS - VARIATION IN THE VOLUME AND NATURE OF**

In case of increase of the volume of works, or structures not provided for in the contract, no additional work shall be executed by the contractor unless the competent authority has issued a service order to request the said service.

Unit prices of the Price list shall be applied if the additional works have new prices. The validation of these prices shall give rise to an additional clause. Shall be considered as new any price not provided for in the unit price list or the detailed estimates of this contract but which has been presented in the contractor's bid.

#### **Article 43: MODE AND VENUE OF PAYMENT OF WORKS EXECUTED**

- In return for the payments to be done by the Contracting Authority to the contractor under the conditions laid down in the contract, the contractor is bound by these provisions to execute the contract in accordance with the provisions of the contract.
- The Contracting Authority shall release the sums due in the following manner:
- For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. \_\_\_\_\_ opened in the name of the contractor in the \_\_\_\_\_ bank.
- For payments in currency (amount in figures and letters exclusive of taxes) by credit to account No. \_\_\_\_\_ opened in the name of the contractor in the \_\_\_\_\_ bank.

The contractor shall be paid through accounts drawn up by applying the prices of the unit price list to works actually carried out.



- Record of works carried out:

At the end of every month, the contractor and the Project Engineer shall draw a joint statement summarizing and setting the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

- Monthly account

- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts.

- End of work account

After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed.

The draft final account shall be submitted by the contractor for verification and approval by the Project Engineer

Once approved by the Project Engineer, the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts.

- General and final account

At the end of the period of guarantee relating to the structures which gives rise to final acceptance of works, Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Delegated Contracting Authority. This account whose model shall be provided by the Delegated Contracting Authority at his convenience shall comprise:

- The final account;
- The final payment;
- The summary of monthly accounts.

Signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests.

- Payment of works:

Payment shall be done by the Divisional Treasurer upon a VISA affixed by the LORD MAYOR NKOR COUNCIL after commitment by the Divisional Controller of Finance after receiving accounts drawn up by the enterprise and signed by the Authorizing Officer upon presentation of an account drawn up by the contractor seven (07) copies including the stamped original copy. Each request for payment shall include the following documents:

- Seven copies of the account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work signed by the Project Engineer and bearing the visa of the authorising officer ;
- Release of the retention guarantee signed by the Project Engineer in case of final acceptance of work;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
  - a tax payer's card;
  - a business licence;
  - a clearance attesting to the payment of taxes;



- > an attestation of non-indebtedness;
- > an attestation of localisation;
- > a plan of localisation;
- > an attestation of solvency;
- > an attestation of Bank account;
- > an attestation of NSIF.

- Default interests

Default interests shall be paid by statement of the amounts owed.

**REMARK**

Payment on account may be spread over the duration of the execution of the jobbing order according to technical execution phases as defined in the jobbing order. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5<sup>th</sup> of the every month following the works executed transmit seven (7) copies of the partial invoices to the Project Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINFI and MINMAP.

**Article 44: START-OFF ADVANCE**

**a) Guarantee of start-off advance**

A start-off advance of twenty per cent (20%) could be granted to the contractor on his request, following the notification of the contract against a hundred per cent bank guarantee (100%). This one will be restored or raised at the reception. eighty per cent of the value of the contract at reception on presentation of the invoices established in ten (10) specimens whose original will be stamped in accordance with the regulations in force

- Amount exclusive of VAT: \_\_\_\_\_ ( ) CFA F
- Amount of VAT: \_\_\_\_\_ ( ) CFA F
- Amount inclusive of VAT: \_\_\_\_\_ ( ) CFA F.

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT, of the Value Added Tax (VAT) and the possible rebate granted by the contractor.

**b) Refund of the start-off advance**

The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 80% of the value of the contract.

**c) Release of bond**

As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

**Article 45: FINAL BOND**

**a) Guarantee**

The security to guarantee the proper execution of the contract shall be provided within twenty (20) days as from the date of notification of the contract. It shall be kept by the Delegated Contracting Authority. The bid bond shall be refunded to the contractor once the final bond has been provided



#### **b) Amount of the final bond**

The amount of the final bond shall be 2% of the value of the contract all taxes inclusive (ATI). This security guarantee may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.

#### **c) Release of bank guarantee**

Upon completion of works, the bid bond or the bank guarantee shall be refunded at the written request of the contractor.

#### **Article 46: RETENTION BOND**

To guarantee the proper execution of works, 10% of the value of the contract of the structure concerned shall be deducted from the amount of each payment on account.

#### **Article 47: PAYMENT**

Within the meaning of the security regime laid down by decree No. 2004/275 of 24 September 2004, the following definitions shall apply:

- Authority in charge of settlement of the expenditure: the Contracting Authority;
- Authority in charge of paying the VAT: the Contracting Authority ;
- The Divisional Treasurer shall be in charge of payments;
- Security shall be subject to the rules governing public contracts;
- Payments shall be done by bank transfer.

#### **Article 48: INSURANCE AND PROTECTION OF THE SITES**

##### **Civil liability**

The contractor shall prove that he has taken out an insurance policy for damages of all sorts caused to third parties

- by his personnel, salaried in service;
- by the equipment used;
- due to works.

##### **Comprehensive risks insurance**

In addition, all the work under the project shall be covered by a comprehensive risks insurance issued by a company approved by the competent authority. The expenses incurred for this insurance shall be charged to the contractor.

Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

##### **Protection of the sites**

The contractor shall be bound by protection and guarding of his construction sites. He shall make sure that the populations stay away from the sites, notably by delimitating the sites clearly. He shall be held responsible for any accident that may occur on the sites and affecting the populations.

##### **Ten-year guarantee**

It shall be managed by the Civil Code.



**Article 49: VARIATION OF PRICES**

Under this contract, prices shall be unit and fixed prices. These prices shall be final and unchangeable.

**Article 50: STAMP AND REGISTRATION**

Seven (7) original copies of each constituent document of this contract shall be stamped and registered by and at the expense of the contractor, in accordance with the laws in force; within fifteen (15) days as from the date of notification of the contract.

**Article 51: TAX AND CUSTOMS REGIME**

As concerns taxes, this contract shall be subject to the laws in force in the Republic of Cameroon.

**Article 52: PENALTIES**

In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:

- 1/2000<sup>th</sup> of the amount of the contract per calendar day overrun, from the 1<sup>st</sup> to the 30<sup>th</sup> day;
- 1/1000<sup>th</sup> of the amount of the contract per calendar day, beyond the 30<sup>th</sup> day;
- Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.

**CHAPTER IV: FINAL PROVISIONS**

**Article 53: RISKS, RESERVES AND FORCE MAJEURE**

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly.

In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Project Engineer of his intention to put forward this force majeure. This shall be done before the end of the 20<sup>th</sup> day following the event.

It is up to the Project Manager to decide on the nature of force majeure and the evidence given by the contractor.

**Article 54: SETTLEMENT OF DISPUTES**

Any dispute arising between the parties shall be subject to an attempt at a direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this contract shall be carried before the Cameroonian court of competent jurisdiction.

**Article 55: TERMINATION OF CONTRACT**

The contract may be terminated as per article 100 of decree No.2004/275 of 24/09/2004 to lay down the Public Contracts Code and the following special conditions:

- non-registration of the contract within the required time-limits;



- non-compliance of technical documents;
- a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;
- a delay giving rise to penalties beyond 10% of the amount of the contract;
- refusal to carry over works declared not properly done;
- refusal to carry out works notified by service order;
- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- Non-payment of insurance charges.

#### **Article 56: SPECIAL COMMERCIAL CHARGES**

The contractor declares that this contract agreement has not given and shall not give rise to the collection of special commercial charges.

In case special commercial charges are provided for under this contract agreement, the contractor shall reserve the amount of these charges for the Project Engineer on behalf of the Delegated Contracting Authority.

Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the laws.

#### **Article 57: INTERNATIONAL TRANSPORTS**

In case the execution of this contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

#### **Article 58: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT**

This contract shall become valid only after it must have been visaed by the Divisional Controller of Finance and signed by the Contractor and the Delegated Contracting Authority. It shall enter into force upon notification of the contractor by the Competent Service.

#### **Article 59: INFORMATION TO BE POSTED**

The Contractor shall put up a visible sign 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:



**REPUBLIC OF CAMEROON**

**Peace - Work - Fatherland**

**JOBING ORDER N° .....**

**FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR  
COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH  
WEST REGION, NORTH WEST REGION.**

**CONTRACTING AUTHORITY: THE LORD MAYOR NKOR COUNCIL**

**PROJECT ENGINEER: THE DIVISIONAL DELEGATE MINTP BUI**

**PROJECT MANAGER: CDO NKOR COUNCIL.**

**AUTHORISING OFFICER: THE MAYOR NKOR COUNCIL**

**CONTRACTOR: .....**

**FINANCING: 2024 PUBLIC INVESTMENT BUDGET (MINDDEVEL)**

**AMOUNT: .....**

**DURATION OF CONTRACT: NINETY(90 calendar days)**



**DOCUMENT N° 04: THE SPECIAL TECHNICAL CONDITIONS**



# **TECHNICAL SPECIFICATIONS**

## **1 - GENERALITIES**

This present special technical specifications concern **THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION**. This hand book is for those who are involved in the execution, supervision and the direct beneficiaries of this project to direct and guide, quality choice of material, method of job execution and conditions of execution in order to achieve the highly desired goals. Building materials concerned are generally what is accepted bridge construction norms and only qualified technicians are required to transform these materials into structure clearly shown on the working drawings as its aesthetics is also very much depended on the manipulation of the carefully chosen materials. These sites having good surface area have been found to be favorable to the envisaged structures in terms of, atmosphere condition, topography and automobile and pedestrian accessibility but must be verified before construction.

The contractor in charge of the execution must make careful studies of the working drawings, visit the site and bring up points not understood to the site supervisor for a clarification before making execution drawings and before setting out is carried out.

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

### **Studies**

The contractor in charge of this execution must take careful studies of the working drawings. Visit the site and bring up points not understood to the site supervisor for a clarification before tendering for the project and before setting out is carried out. He will proceed to a careful study of the project and make observation and furnish modification to the architect before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of the foundation.

### **Execution Documents**

The execution documents for this project are plans, detailed plans, geotechnical studies and structural calculations which are included in the annexes part of this document (studies). These include the plans of the bridge, foundation details, slab section, abutment walls.

### **Preliminary Works**

Building site installation.

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

- Office of the contractor equipped with tables, chairs and locked up cupboards
- Building site toilet facilities (if it does not exist)
- Store house for materials, tools and equipment

### **Sanitation.**

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

### **Debris**



This entails the cleaning away of the site from all the rubbish or waste or excess materials off the site after or during the execution process when necessary. The discharge of this debris shall be done in an area approved by the contract engineer or authorizing officer to avoid environmental (water, land or air) pollution.

### **Backfilling:**

After forms have been removed from piers, foundation abutment wing walls etc and when concrete/stone works is hard enough to resist pressure, resulting from fill, backfilling may then be done. Materials evacuated maybe used for backfilling if they have the required bearing capacity required for the fill. All filling shall be placed in layers not exceeding 150mm in thickness, each layer being thoroughly compacted and rammed by wetting, tamping and rolling. Common fill-shall be approved on site- select approved excavated materials free from roots, stumps and other perishable or objectionable matter. Select fill shall be place where indicated and shall consist of crushed gravel, crushed rock or a combination thereof. The material shall be free from adobe, vegetable matter and shall be thoroughly tamped after placing. Before placing fill material, the surface upon which it will be placed shall be cleared of all brush roots, vegetable mater and debris scarified and thoroughly wetted to insure good bonding between the grounds. This task includes the backfilling of both the foundation and abutment walls of the bridge with selected lateritic soil, verified and acceptable by the technical personnel involved in this project

## **WORKS TO BE EXECUTED**

### **Earth works**

Site clearance and excavation works will be done manually and or mechanically while responding to the levels as indicated on the working drawing. Footings will be dug to receive foundation footing and pillars. The foundation width and depth will be done strictly on the detailed drawings and calculation n table.

### **Blinding concrete**

A 5cm thick lean concrete mix of 150kg/m<sup>3</sup> (CPJ 35) will be laid under footings

### **Reinforced concrete**

The footings are made up of reinforced concrete and pillars which must be caste in-situ designed according to the rules of and CP 110 and batching done according to trial batches or dreux method, by weight and or volume, closely supervised by the supervisor in charge. Mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. A percentage loss due to waste, mixing and settlement has been envisage in the quantities which is 32%.

Load evaluation has been limited to dead. Live and service load of the bridge horizontal and vertical charges due to winds; rain etc have not been considered which is due to negligible atmospheric conditions of the area. The aggregate will be of class 15/25 and free from organic impurities and any substances that may adversely affect the strength and workability of the concrete. Cast concrete shall be cured as require to achieve its maximum strength

### **Reception for reinforcement**

Before concrete is cast, the contractor must inform the supervisor that work has been completed in the assembling of reinforcement so that they can be approved. The contracting authority shall



indicate the terms Good for concreting on the building site logbook after reception o, thereby authorizing the contractor to proceed

## **Formwork**

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

- a) If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly joined. The maximum space between the joints should 2mm. The maximum difference in level between two joints planks should be 3mm.
- b) If the ordinary form is made with fiber or plywood, the sides must be properly joined and be of the same level. The tolerated space between joints should be the same as those between sawn timber
- c) Formwork for reservation or recesses. Recesses intended for masonry fittings or other uses should be made using appropriate forms. Such forms should be put together in such a way that its parts can be removed with ease

## **Pre-Casting Preparation**

### **a) Cleanness.**

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

### **b) Cleaning:**

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

### **c) Watering:**

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

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

### **d) Coating with oil**

The following shall be oiled before concreting:

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

### **• Maintenance**

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

### **• Safety of Workers and Others**

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



## **Constituent Materials of Concrete**

### **• Crushed Aggregate**

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

- Crushed 0/5 gravel (river sand)
- Crushed 5/15 fine gravel
- Crushed 15/25 coarse gravel

Natural or crushed sand 0/5 (the quantity retained on a 5 mm sieve must be less than 10 %). Crushed aggregate to the site shall be subject to prior approval of the supervisor. The latter must approve the origin of the aggregate. The aggregate should come from rivers, quarries or crushed stable rocks, free of foreign bodies, organic material, dust, mud and clay, whether it sticks to grit or not. With respect to particle distribution, the following shall apply:

### **• Sand (Fine Aggregate)**

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

It should, if need be, be sieved and washed. The sand must come from approved quarries or from rivers. It must not contain more than 5% weight or-grit passing through a sieve with 900 meshes per cm<sup>2</sup> and must not contain particles whose biggest dimensions exceed the following limits:

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

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

### **• Cement**

Cement shall be true Portland of standard brand and manufacture, i.e. CPA 45 or CPJ 35 type or equivalent. The cement used should be artificial Portland cement 215.325 P.15.302 Standard. It should be supplied to the building site in six ply paper bags. Any humid cement shall be rejected and immediately removed from the building site.

The Contractor must inform the supervisor that he has received his supplies. Random samples could be taken from each lot and tested in an approved laboratory using the AFNOR P.15.301 Standard at the contractor's expense.

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

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

## **Reinforcements**

All reinforcements or meshes must comply with BAEL 91 specifications. Iron rods must have French AFNOR 35.001 standard characteristics or similar. All reinforcements used in the



construction project must be of the Fe E240 grade for smooth bars and the Fe E400 grade for high bond rods. The rods must be cut with shears.

The rod should be bent cold, either manually or mechanically. Hot bending may be allowed for high adhesive rods of a diameter equal to or larger than 32 mm, on condition that a control apparatus is used to avoid overheating, and on the approval of the Project Manager's representative. The diameter of the tube benders used for bending must comply with BAEL 91 rules and approval records. Anchor tabs shall be normal 45-degree elbows at right angle or double knee anchoring. The metal used shall be clean and free from calamine. Bars with defects such as blisters, cracks or hairlines that can affect tensile strength shall be rejected. Concrete reinforcements shall be assembled to, the exact dimensions indicated in the drawing provided by the consulting firm or the Contractor. Reinforcements must be assembled in the workshop at the building site. They should never be assembled inside the form box if the cheek boards have already been put in place. These pieces should be obtained using prefabricated concrete or plastic shims, whose dimensions should match the results to be obtained.

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

If there are any doubts as to the quality of the iron rods supplied to the project site, the supervisor or his representative could ask for tensile strength tests on the sample, taken from the batch. Such tests would be done at the contractor's expense. The tests should be carried out by an approved body. For floor beam frames, all measures should be taken to keep the bars raised and properly positioned around the supports. Enough vertical stirrup rods should be used to prevent any deformation. All overlaps should comply with BAEL 91 prescriptions. Frames with traces of non-adhesive rust should be thoroughly brushed off before being placed in the forms. The reinforcements, whether assembled or not, should be stored on boards and not on bare ground. The iron rods used must be supplied by a reputable and approved manufacturer with guaranteed and stamped production quality. The iron rods supplied must be at least 11 m long

### **Placing concrete**

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

The footings, pillars, slab of the bridge constitutes R.C dosed at 350kg/m<sup>3</sup>, which must be cast in-situ designed according to the rules mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. A percentage loss due to waste, mixing and settlement has been envisage in the quantities which is 32%

All reinforcing rods should be placed in such a way that concrete can be poured from the top of the structure in question. The Contractor shall take all measures to trim and position the reinforcements to prevent them from being displaced during concreting. He should also add braces (sleeves, tubes, pips, angle blocks, pre-frames, etc.) to keep the structures set up.

Concrete should be transported from the place where it is made to the place of use with concrete buckets, wheelbarrows or head pans.

Before concreting construction joints, the old concrete must be thoroughly, cleaned of any rubble using compressed air, and repeated to reveal gravel and eliminate deposits of dirt: this surface



should then be washed and scrubbed with an iron brush and thoroughly soaked. If necessary, add mixtures for construction joints can be used, but these must comply with producers' instructions. No concreting of construction joints should be done on the visible parts of structures.

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

## **MASONRY**

The abutment and the wing walls shall be done in black stone shaped or unshaped where need be filled with concrete mixed 350kg/m<sup>3</sup> and cement mortar.

Formwork

Timber will be gotten locally, for the formwork of the bridge.

## **PAINTING**

The contractor must carefully examine the surface to be painted before work starts. Guard rails shall be painted red and white.

## **SITE SECURITY MEASURES**

All personnel concern with the execution of the project will be introduced to the various places of work. The introduction takes the form of a site meeting. This meeting also spells out job and general safety precautions to be respected on site.

The contractor to do this job must ensure that:

Personnel on site shall be protected from accidents through:

- Vigorous respect of construction norms on the site
- The provision for Helmets
- The provision of steel cap shoes
- The provision of rain coats
- The provision of a first aid box for medical intervention
- The provision of gloves for those doing concreting and metal works
- A standby vehicle shall be on site to evacuate workers to a nearby hospital in case of major accident (4XA pickup double cabin)
- Keeping of underlying, materials like off cuts in place provided for off cuts.
- Scaffoldings will be well fixed to avoid falling from a height.
- Construct a temporal fence round the site to prevent workers from being distracted, and to prohibit direct entry from non-Workers
- Provision of sign post to indicate that work is underway.
- The site personnel shall be adequately sensitized on the prevention of transmissible diseases especially the dangers of HIV/AIDS and other STDs. Repugnant behavior may be sanctioned by the complete withdrawal of the staff in question from the site. The site equipment's and material shall be protected by.
- Employing of guards to take guide of the site during and after workings hours.



## Canalization

In order to allow for appropriate drainage a gutter shall be constructed 15m on both side of the road and on both side of the bridge to channel the runoff into the river.

The maintenance of projects

As concerns the maintenance of projects, there shall be a guarantee period to ensure that works have been well constructed, after which a team shall visit the site and assess the level of degradation and recommend maintenance. Also after the visit of the project during the guarantee period, a project management committee shall be charged with ensuring that the project is properly used and all maintenance works on the structures are well taken off and timely. Also the council shall be charged with the day to day, care at their disposal.

Characteristics of the board:

- Dimensions: length = 120 cm: width = 80 cm: height = 180 cm Background Color: white
- Lettering color: black
- Lettering height: between 5 and 12 cm

Label Detail

- Dimension: 50x50 cm
- Zinc: 10/10 ieme or metallic or Plexiglas
- Writing: white, yellow and black.



DOCUMENT N° 05 THE PRICE SCHEDULE  
(PRICE ENCLOSURE SLIP)



BILL OF QUANTITIES AND ESTIMATES FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE AT NKOR L=5m,W=5m,H=2.2m from River Bed					
No	DESCRIPTION	UNIT	QUANTITY	U. PRICE	AMOUNT
100	<b>SITE INSTALLATION</b>				
101	Bringing and removal of equipment to and fro on site	Ls			
102	Site clearance and cutting of trees include cleaning of water bed.	Ls			
103	<b>Geotechnical studies and Execution programme</b>	Ls			
104	<b>Environnemental Impact accesement and mitigations</b>	Ls			
105	Construction of site office and toilets	Ls			
106	Setting out of bridge structure	Ls			
106	Construction of coffer-dams for deviation with bags,soil and stones	Ls			
	<b>SUB-TOTAL 100</b>				
200	<b>EARTHWORKS</b>				
201	Excavation Cut and Fill	m <sup>3</sup>			
202	Fill from borrowed pits to connect the red line of road and make it functional at least 100m both side of the road.	m <sup>3</sup>			
203	Added value for transport for Price No 202 for D>5km	km x m <sup>3</sup>			
204	Excavation of foundation trenches on earth and in river bed	m <sup>3</sup>			
205	Excavation of foundation trenches on rocky soil	m <sup>3</sup>			
206	Filtration materials behind the bridge abutments (sand , gravels and stones)	m <sup>2</sup>			
207	Slope creating and protection of erosion with grass planting both end of road includes all	m <sup>2</sup>			
	<b>SUB-TOTAL 200</b>				
300	<b>Foundation,Abutments,piers,beams,deck and culvert heads</b>				
301	Placing of hardcores with stones of 20cm to 60cm thick variable length	m <sup>3</sup>			
302	Placing of lean concrete of 10cm thick	m <sup>3</sup>			
303	Rienforced concrete dosed at 400kg/m3 for all above	m <sup>3</sup>			
304	Abutments in stone massonary	m3			
305	Ordinary formwork	m <sup>2</sup>			
306	Special formwork	m <sup>2</sup>			
307	Scaffolding and shoring of sides to avoid collapse	Ls			
	<b>SUB-TOTAL 300</b>				
400	<b>METAL WORKS</b>				
401	Provide and placing of Handrails metal poles plus RC pillars on both sides on wing walss plus accessories (Bolting and welding)	ml			
402	Provide,drilling and placing of HA32 rods as anchorage between bed rocks and foundation footing of 50cm long.	U			
	<b>SUB-TOTAL 400</b>				



500	<b>PAINTING</b>				
501	Purchasing and placing of anti rust on metal elements	m <sup>2</sup>			
502	Purchasing and placing of oil paint on metal element red and white and road marking	m <sup>2</sup>			
	<b>SUB-TOTAL 500</b>				
600	<b>EQUIPMENTS</b>				
601	Triangular signalisation boards A or AB	U			
602	Indicator boards	U			
603	Rienforced concrete becon pillars	U			
604	Weep holes for abutments	U			
605	Drainage pipes on deck slab	U			
606	Bridge bearings plats	U			
	<b>SUB-TOTAL 600</b>				
700	<b>CIRCULATION</b>				
701	Maintaining circulation and management of bypass	Ls			
	<b>SUB-TOTAL 700</b>				
<b>Amount without taxes</b>					
<b>TVA (19.25% Amount without taxes)</b>					
<b>Tatal amount with taxes</b>					
<b>AIR (2.2% Amount without taxes)</b>					
<b>Net Amount (Amount without taxes -AIR)</b>					



**-BILL OF QUANTITIES AND COST ESTIMATES**



BILL OF QUANTITIES AND ESTIMATES FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE AT NKOR L=5m,W=5m,H=2.2m from River Bed					
No	DESCRIPTION	UNIT	QUANTITY	U. PRICE	AMOUNT
100	<b>SITE INSTALLATION</b>				
101	Bringing and removal of equipment to and fro on site	Ls	1.00		
102	Site clearance and cutting of trees include cleaning of water bed.	Ls	1.00		
103	<b>Geotechnical studies and Execution programme</b>	Ls	1.00		
104	<b>Environmental Impact assesment and mitigations</b>	Ls	1.00		
105	Construction of site office and toilets	Ls	1.00		
106	Setting out of bridge structure	Ls	1.00		
106	Construction of coffer-dams for deviation with bags,soil and stones	Ls	1.00		
	<b>SUB-TOTAL 100</b>				
200	<b>EARTHWORKS</b>				
201	Excavation Cut and Fill	m <sup>3</sup>	380.0		
202	Fill from borrowed pits to connect the red line of road and make it functional at least 100m on both side of the road.	m <sup>3</sup>	700.0		
203	Added value for transport for Price No 202 for D>5km	km x m <sup>3</sup>	700.0		
204	Excavation of foundation trenches on earth and in river bed	m <sup>3</sup>	45.0		
205	Excavation of foundation trenches on rocky soil	m <sup>3</sup>	14.0		
206	Filtration materials behind the bridge abutments (sand , gravels and stones)	m <sup>2</sup>	48.4		
207	Slope creating and protection of erosion with grass planting both end of road includes all	m <sup>2</sup>	200.0		
	<b>SUB-TOTAL 200</b>				
300	<b>Foundation,Abutments,piers,beams,deck</b>				
301	Placing of hardcores with stones of 20cm to 60cm thick variable length	m <sup>3</sup>	27		
302	Placing of lean concrete of 10cm thick	m <sup>3</sup>	7		
303	Rienforced concrete dosed at 400kg/m3 for all above	m <sup>3</sup>	13.8		
304	Abutments in stone massonary	m <sup>3</sup>	68.0		
305	Ordinary formwork	m <sup>2</sup>	120.0		
306	Special formwork	m <sup>2</sup>	78.0		
307	Scaffolding and shoring of sides to avoid collapse	Ls	1		
	<b>SUB-TOTAL 300</b>				
400	<b>METAL WORKS</b>				
401	Provide and placing of Handrails metal poles plus RC pillars on both sides on wing walss plus accessories (Bolting and welding)	ml	35.0		
402	Provide,drilling and placing of HA32 rods as anchorage between bed rocks and foundation footing of 50cm long.	U	35.0		
	<b>SUB-TOTAL 400</b>				
500	<b>PAINTING</b>				



501	Purchasing and placing of anti rust on metal elements	m <sup>2</sup>	30.0		
502	Purchasing and placing of oil paint on metal element red and white and road marking	m <sup>2</sup>	30.0		
	<b>SUB-TOTAL 500</b>				
600	<b>EQUIPMENTS</b>				
601	Triangular signalisation boards A or AB	U	2.00		
602	Indicator boards	U	2.00		
603	Rienforced concrete becon pillars	U	12		
604	Weep holes for abutments	U	20		
605	Drainage pipes on deck slab	U	8		
606	Bridge bearings plats	U	10		
	<b>SUB-TOTAL 600</b>				
700	<b>CIRCULATION</b>				
701	Maintaining circulation and management of bypass	Ls	1.00		
	<b>SUB-TOTAL 700</b>				
<b>Amount without taxes</b>					
<b>TVA (19.25% Amount without taxes)</b>					
<b>Total amount with taxes</b>					
<b>AIR (2.2% Amount without taxes)</b>					
<b>Net Amount (Amount without taxes -AIR)</b>					



## **CHAPTER I   GENERAL PROVISIONS**

Article 01- General

Article 02- Definition and consistency of prices

## CHAPTER I: GENERAL PROVISIONS

### Article 01: GENERAL

In general, the contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works. Therefore, he shall not present any complaint, except in the conditions provided for by this contract. Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

Costs and various charges not giving rise to any payment are supposed to be taken into account in the costs for execution of quantifiable works and shall be included in the various Price lists. The costs and charges are as follow:

- Personnel charges (salaries, travelling expenses, transport and leave allowances, allowances for housing on the building site, miscellaneous allowances, premiums, insurances, medical expenses, etc. . )
- Charges for the conveyance of personnel, equipment and materials, overheads, taxes, duties, registration fees and licence as well as any other charges relating to works (*and notably expenses for the acceptance of works on the field*) and to the running of the enterprise.

Similarly, running charges, write-off and maintenance costs of building equipment and rolling equipment, vehicles of all categories are also supposed to have been included in the costs for execution of quantifiable works.

Prices shall be given in full and in figures. The contractor shall make sure that unit prices in full agree with unit prices in figures.

The contractor shall not put forward his good faith to shirk his commitment if the global amounts of his bid happen to be modified after verification of compliance of unit prices in figures or calculation of the detailed estimates.

#### 2- Open-work windows:

All window shutters shall be of aluminum glazed fabricated. Window protectors shall be fabricated out of 25mm square metallic tubes and fitted internally on the window frames. To ensure light and full ventilation, the window shutters shall be provided with hinges.



## **General remarks**

### **Schedule of prices and detailed estimates**

1. The Schedule of prices must be taken into account by the bidder jointly with the General Regulations of the invitation to tender, the General and Special Administrative Conditions and the Technical Specifications and the plans.
2. The quantities specified in the Bill of Quantities and Estimates are estimated quantities and provisional. They shall be a common base for the evaluation of offers and the award of the contract. The base of regulations shall be the real quantities of ordered and executed works such as measured by the contractor and verified by the Project Manager and evaluated at the rate and price specified in figures in the Schedule of prices presented by the contractor in his offer.
3. Except otherwise stated in the contract, the prices offered by the contractor in the Schedule of prices in figures included in his offer must include all the construction installations, labour, supervision, building materials, mounting, maintenance, insurance, overheads and profits, taxes, duties and dues as well as coverage for general risks, commitments and other obligations implicitly specified in contract.
4. A price must be indicated for each item in the bill of quantities and estimates in figures, whether the quantities are specified or not. The cost of items for which the contractor did not indicate a price shall be considered as being covered in the bill of quantities and estimates in figures.
5. The complete cost in accordance with the provisions of the contract should be included in the items specified in the Schedule of prices and the Bill of Quantities and Estimates in figures. Where an item is not specified, the corresponding cost shall be considered as having been distributed among the other prices mentioned.
6. The general indications and the description of works and building materials are not necessarily repeated or summarized in the Schedule of prices and the Bill of Quantities and Estimates included in the Tender File. The references, explicit or implicit, to the appropriate sections of the file must be considered before giving a figure to the prices for each item of the Schedule of prices and bill of quantities and estimates in figures submitted in the offer.
7. During the evaluation of offers, possible arithmetical errors noticed in the Schedule of prices and the Bill of Quantities and Estimates will be corrected according to the provisions of article 28 of the General Regulations of the invitation to tender.
8. The method used to establish executed services in view of the regulations must be in accordance with the norms and directives mentioned in the Special Technical Conditions of the invitation to tender.

**DOCUMENT N°07: FRAMEWORK OF SUB-DETAIL  
OF PRICES**



## Note relating to the presentation of the sub-detail of prices and taxes

1. A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder.

It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements;

- Detail of the sales coefficient according to the model presented after this note;
- Cost in dry price of the materials provided for the site;
- Cost in dry price of the supplies necessary for the site;
- Cost of local and expatriate labour;
- For each price on the Schedule of prices, a form resulting from points a, b, c and d above indicating the outputs leading to the unit prices;
- The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc;
- The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Delegated Contracting Authority;
- The sub-detail of dues and taxes.

## 2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

### A. Overheads of the site

Studies	-----	-----	-----
	-----		-----
Total		<hr/>	
		C1	

### B. Overheads of the head office

- Head office overheads	-----
- Financial overheads	-----
- Risks and profits	-----
Total	<hr/>
	C2

Sales coefficient  $K = 100 / (100 - C)$  with  
 $C = C1 + C2$

3. The Delegated Contracting Authority may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

# **DETAIL PRICE BREAKDOWN**

Description:						
Price N <sup>o</sup>	Daily output	Unit	Total quantity		Unit	Activities' Duration
Personnel (Labour)	CATEGORY	N <sup>o</sup>	Daily Salary	Number	Paid man-days	AMOUNT
	Works Supervisor	man-day				
	Foreman	man-day				
	Skilled labour	man-day				
	General labour	man-day				
					Total (A)	
Equipments	Type	Unit	Daily rate		Days Billed	AMOUNT
					Total (B)	
Materials	TYPE	Unit	Unit Price		Consumption	AMOUNT
					Total (C)	
D	Total Direct Cost				A+B+C	
E	General site Expenses	%			Dx%	
F	General Head Office expenses	%			Dx%	
G	Cost price				D+E+F	
H	Risk + Profit	%			Gx%	
P	Bid price Excluding Taxes				G+H	
V	Unit Bid price Excluding Taxes				P/Qty	



**DOCUMENT N°08 –MODEL FORMS APPLICABLE**

FORM N° 1:  
DECLARATION OF THE INTENTION TO TENDER

**COMPANY'S LETTER HEAD**

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1500

I, the undersigned Mr. ....

Nationality .....

Function .....

In my capacity as General Manager of ..... P.O. BOX .....

TEL:.....

Hereby acknowledge receipt of the file for Tender Notice

N° ..... of .....

Concerning the .....

.....

.....

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

Done at ..... On the .....

General Manager



# **FORM N° 02** **THE MODEL TENDER LETTER**

I (We) the undersigned .....  
 Acting in the capacity of ..... in the name and on behalf  
 of.....

.....at .....RC N° .....by virtue of the power  
 vested in me (us), resident at ..... (Town) ....., P.O. Box....., telephone N°.....  
 after having studied all the documents of the tender file relating to the Invitation to  
 Tender N°....., and after having assessed in my (our) point of view and  
 under my (our) responsibility the nature and difficulties entailed with the execution of the job, I  
 (we) do hereby tender and commit myself (ourselves) to carry out works **FOR THE**  
**CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN**  
**NONI SUB DIVISION,BUI DIVISION,NORTH WEST REGION**

, in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA  
 (.....Francs) *Total without Tax + VAT*, calculated on the basis of the  
 unit prices stated in the Unit Price List and the detailed estimates, appended to this tender. The  
 prices stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract  
 within three (03) months as from the date of notification of the award of contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our)  
 tender for a period of sixty (60) days with effect from the deadline for submission of bids.

I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in  
 the national currency (FCFA) in account No..... opened in the name  
 of....., in the records of ..... (Bank)  
 at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be  
 enclosed with the tender letter.

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

Signature(s)

Bidder(s)

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

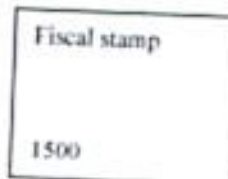
« represented by the undersigned ..... » (Name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, ..... »

(For each person: name, first name, company name, nationality, location of the registered office)

Constituted in a group of companies for the execution of this contract, jointly commit ourselves  
 ..... »



**FORM N° 03**  
**THE MODEL SURETY BOND**

Bank .....

Reference of guarantee: No. ....

**To THE MAYOR NKOR COUNCIL of Cameroon**

Invitation to Tender No. ....

**BID BOND FOR THE EXECUTION OF THE CONSTRUCTION OF EBANTOCHENG  
BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION,BUI  
DIVISION,NORTH WEST REGION**

The Contractor (5) ..... hereby submits on ..... to  
the Divisional Delegate of Public Contracts a bid relating to **THE CONSTRUCTION OF  
EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB  
DIVISION,BUI DIVISION,NORTH WEST REGION**

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present  
to the LORD MAYOR NKOR acting in the capacity of Contracting Authority, a bid bond amounting  
to CFA Francs ..... (6).

By this guarantee, we the undersigned, (7) ..... with our registered office  
in ..... are committed towards the MAYOR, through the bidder for the sum of  
CFA Francs ..... (in figures) ..... (in full).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an  
account indicated by the LORD MAYOR NKOR COUNCIL, the amount of the guarantee at the  
first written request, as soon as the latter shall inform us in writing that the bidder does not keep  
the commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the LORD MAYOR NKOR  
COUNCIL. This guarantee shall be released latest thirty (30) days after the expiration of the  
validity of the tender or, in case the company shall be the successful bidder, after presentation of  
the performance bond which shall be kept by the LORD MAYOR NKOR COUNCIL

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic  
of Cameroon.

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

Mr (Mrs) .....

Signature(s) & stamps .....

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank



**FORM N° 04**  
**MODEL BID BOND**

Whereas

\_\_\_\_\_ (Hereafter  
called the "the bidder") has submitted its bids dated \_\_\_\_\_, Here in  
after called "the bid")

KNOW YE ALL PEOPLE by \_\_\_\_\_ the \_\_\_\_\_ presence \_\_\_\_\_ that  
WE \_\_\_\_\_

\_\_\_\_\_ having \_\_\_\_\_ our \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at

\_\_\_\_\_ hereinafter called "the Bank", are  
bound onto the LORD MAYOR NKOR COUNCIL (hereinafter called "the Delegated Contracting  
Authority) in the sum of \_\_\_\_\_ for which payment will and truly  
be made to the said Delegated Contracting Authority, the bank binds itself, its successors, and  
assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the  
contract.

We undertake to pay the Delegated Contracting Authority up to the above amount upon receipt of  
his first written demand, without the Delegated Contracting Authority having to substantiate his  
demand, provided that in his demand the Delegated Contracting Authority will note that the  
amount claimed by him is due to him, owing to the occurrence of one or both of the two  
conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including \_\_\_\_\_ ( ) days after the period of  
bid validity. Any demand in respect thereof should reach the bank not later than the above date.

Sealed with the common seal of the said bank this \_\_\_\_\_ day  
of \_\_\_\_\_

SIGNATURE OF BANK AUTHORITY

**FORM N° 05**  
**THE MODEL PERFORMANCE BOND (RETENTION FUND)**

Bank .....

Reference of guarantee: No. ....

To: LORD MAYOR NKOR COUNCIL

**REPUBLIC OF CAMEROON**

Invitation to Tender No. ....

**PERFORMANCE BOND FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION**

We..... (Bank) have been informed that a contract has been signed between the LORD MAYOR NKOR COUNCIL acting in the capacity of Contracting Authority, and..... acting as contractor FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION.

In compliance with the provisions of Contract N°. ...., the contractor is bound to present to the LORD MAYOR NKOR COUNCIL, **Delegated Contracting Authority**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs .....

We, .....(bank) do hereby commit ourselves irrevocably and without arguing to pay to the LORD MAYOR NKOR COUNCIL, at his first written request, and three (03) months the amount of this bond, that is to say, ....., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the LORD MAYOR NKOR COUNCIL. The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the LORD MAYOR NKOR COUNCIL.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

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

Mr (Mrs).....

Signature(s) & stamps .....



# **MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE**

Bank .....

Reference of guarantee No.....

To THE NKOR COUNCIL

Invitation to Tender N°. ....

**BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE  
CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN  
NONI SUB DIVISION,BUI DIVISION,NORTH WEST REGION**

**REGION** We..... (Bank) have been informed that a contract shall  
be signed between the LORD MAYOR NKOR COUNCIL, acting in the capacity of Contracting  
Authority, and..... acting as contractor **FOR THE  
CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN  
NONI SUB DIVISION,BUI DIVISION,NORTH WEST REGION**

In compliance with the provisions of Article ..... of Contract N°. ...., the contractor shall  
be bound to present to the LORD MAYOR NKOR COUNCIL, Contracting Authority, a bank  
guarantee with the purpose to assure the refund of the start-off advance granted to the company  
and amounting to CFA Francs .....

We, .....(bank) do hereby commit ourselves, irrevocably and without  
arguing to pay to LORD MAYOR NKOR COUNCIL, at the written request the LORD MAYOR  
NKOR COUNCIL, and within four (04) weeks the amount of this guarantee, that is to say,  
..... all the amounts that the contractor may owe the Contracting  
Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of  
justification with confirmation of receipt and a copy to the contractor clearly stating and  
supplementing the reasons for his request. This letter shall be countersigned by the LORD  
MAYOR NKOR COUNCIL

The bank guarantee shall take effect as from the date of payment of the start-off advance. The  
original of this guarantee shall be kept by the Tenders Board. The guarantee shall be released  
upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply  
and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic  
of Cameroon.

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

Mr (Mrs).....

Signature(s) &amp; stamps .....

**FORM N° 07**  
**THE MODEL UNDERTAKING BY THE BIDDER**

Name of project..... Invitation to tender N° : .....

Construction of two classrooms at .....

I (We) the undersigned (8)

.....  
Acting in the capacity of (9) ..... in the name and on behalf of  
(10)..... at ..... RC N° ..... by  
virtue of the power vested in me (us), domiciled at P.O Box..... (Town) .....  
telephone No. ...., after having studied all the documents of the tender file  
relating to the Invitation to Tender No. ...., and after having assessed in my  
(our) point of view and under my (our) responsibility the nature and difficulties entailed with the  
execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works  
**FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL  
AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION**

in keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the  
contract within ..... (.....) months as from the date of notification of award  
of the contract.

I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender  
for a period of sixty (60) days with effect from the deadline for submission of bids.

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

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned ..... » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, ..... »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves  
..... »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name



FORM N° 08  
MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

**Subject:** COMMITMENT OF AVAILABILITY.

I the undersigned, \_\_\_\_\_ a \_\_\_\_\_  
(specify diploma or certificate) and holder of National Identity Card N°  
\_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ Tel:  
\_\_\_\_\_ is committed and available to work as \_\_\_\_\_ (specify post to  
be occupied) with \_\_\_\_\_ (name of company) if awarded the  
contract for \_\_\_\_\_ (indicate the name of project) Bui Division of the  
North West Region. This is in response to Tender N°  
\_\_\_\_\_

Done in \_\_\_\_\_ the \_\_\_\_\_

Sign; \_\_\_\_\_

Certified at \_\_\_\_\_ On the \_\_\_\_\_

By

**REMARK-** This form shall be certified by the National Security Service (i.e. Police officer or Commissioner)

**FORM N° 09**  
**THE MODEL CONTRACT**



REPUBLIC OF CAMEROON

PEACE - WORK - FATHERLAND

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

NKOR COUNCIL

P.O Box 73 Kumbo

Tel: (237) 654947254/663046403



REPUBLIQUE DU CAMEROUN

PAIX - TRAVAIL - PATRIE

MINISTRE DE DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DE BUI

COMMUNE DE NKOR

Email: nkorcouncil@gmail.com

Website: www.nkorcouncil.com

REF.N° \_\_\_\_\_ MINDDEVEL/NWR/BU/NSD/SG/NC

NKOR, THE \_\_\_\_\_

JOBGING ORDER N° \_\_\_\_\_ /JO/NC/NCITB /2024 of \_\_\_\_\_ 2024 .

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER  
N° \_\_\_\_\_ /ONIT/NC/NCITB/2024 OF \_\_\_\_\_ 2024

FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL  
AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION

HOLDER (ETS Address): \_\_\_\_\_

P.O BOX \_\_\_\_\_ TEL \_\_\_\_\_

Fax: \_\_\_\_\_

TRADE REGISTER N° (N° R.C.): \_\_\_\_\_

TAX PAYER N°: \_\_\_\_\_

BANK ACCOUNT N°: \_\_\_\_\_

AGENCY OF: \_\_\_\_\_ AT \_\_\_\_\_ (BANK)

PURPOSE (SUBJECT): FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE  
IN NKOR COUNCIL AREA IN NONI SUB DIVISION, BUI DIVISION, NORTH  
WEST REGION

PLACE: LASSIN, NONI SUB-DIVISIONS, BUI DIVISION

DURATION: NINETY CALENDAR DAYS (THREE MONTHS)

AMOUNT OF JOBBING ORDER:

TOTAL WITHOUT TAXES		F CFA
VAT =		F CFA
TOTAL WITH TAXES (ATI)		F CFA
AIR (Income on revenue) = 5,5% or 2.2%		F CFA
TOTAL TAXES		F CFA
NET TO BE PAID		F CFA

**NB:** This Jobbing Order is signed at an amount of ...FRANCS CFA (all taxes inclusive ATI)

FINANCING: 2021 PUBLIC INVESTMENT BUDGET OF MINDDEVEL

VOTE OF CHARGE N°: \_\_\_\_\_

EXPENDITURE AUTHORIZATION N°: \_\_\_\_\_

DATE OF ENTRY INTO THE CONTRACT: \_\_\_\_\_  
DATE OF SIGNATURE: \_\_\_\_\_  
DATE OF NOTIFICATION: \_\_\_\_\_  
DATE OF REGISTRATION: \_\_\_\_\_

BETWEEN:  
THE REPUBLIC OF CAMEROON, REPRESENTED BY THE LORD MAYOR NKOR COUNCIL  
(Delegated Contracting Authority), HEREINAFTER REFERRED TO AS "ADMINISTRATION"

ON THE ONE HAND,

AND:

THE ENTERPRISE (Company): .....P.O BOX .....TEL. ....  
TRADE REGISTER NO (N° RC): .....TAXPAYER N°: .....  
BANK ACCOUNT N°: .....AT ..... (BANK)  
AGENCY OF : .....  
REPRESENTED BY MISTER (Mr.) .....HEREIN AFTER REFERRED TO  
AS "THE ENTREPRENEUR (CONTRACTOR)"  
ON THE OTHER HAND,

IT HAS BEEN ACCEPTED AND AGREED AS FOLLOWS:

### CONTENTS

Title I : THE SPECIAL ADMINISTRATIVE CONDITIONS

Title II : THE SPECIAL TECHNICAL CONDITIONS

Title III : THE PRICE LIST

Title IV : THE DETAILED COST ESTIMATES

Page N° \_\_\_\_\_ and last page of Jobbing Order N° \_\_\_\_\_ /JO/NC/NCITB/2024 of \_\_\_\_\_ / \_\_\_\_\_ /2024  
signed following an Open National Invitation to Tender N° \_\_\_\_\_ /ONIT/NC/NCITB/2021 of  
\_\_\_\_\_ WITH: .....

FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN NKOR COUNCIL AREA IN  
NONI SUB DIVISION, BUI DIVISION, NORTH WEST REGION.

Execution Duration: ninety (90) days

AMOUNT OF THE CONTRACT IN FCFA :

TOTAL WITHOUT TAXES	F CFA
VAT = 19.25%	F CFA
TOTAL WITH TAXES(ATI)	F CFA
AIR (In come on revenue)= 2.2/5.5%	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

**NB:** This Jobbing Order is signed in the amount of \_\_\_\_\_ FRANCS CFA (TTC)

READ AND APPROVED BY THE JOBBING ORDEROR  Kumbo, the _____	SIGNED BY THE LORD MAYOR NKOR COUNCIL DELEGATED CONTRACTING AUTHORITY  Kumbo, the _____
<u>REGISTRATION</u>	



**DOCUMENT N°09 –ANNEXES**

# ANNEX N° 01

## THE MODEL CURRICULUM VITAE

Name & First name : \_\_\_\_\_

Date of birth : \_\_\_\_\_

Nationality \_\_\_\_\_

Level of education \_\_\_\_\_

Languages Spoken	Level	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

Training school: \_\_\_\_\_

Date of admission : \_\_\_\_\_

Date of graduation: \_\_\_\_\_

Diploma obtained: \_\_\_\_\_ Date \_\_\_\_\_

Specific knowledge: Publication, research work \_\_\_\_\_

Date of start of service: \_\_\_\_\_

Nature of service rendered: \_\_\_\_\_

Number of years of service : \_\_\_\_\_

Number of years in the company : \_\_\_\_\_

Date of start of service in the company : \_\_\_\_\_

### WORK EXPERIENCE (\*)

(\*) – Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.

- The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he actually held in the said projects.



## ANNEX N° 02

### THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							

**NB:** For each contract named in the above list, are attached the following:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional acceptance report and of final acceptance (*as the case may be*).

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

Mr (Mrs).....

Signature(s).....

**ANNEX N° 03**  
**MODEL EQUIPMENT LIST**

SN	DESIGNATION <i>Description &amp; frame (châssis) number</i>	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER <i>(if vehicle)</i>	QUANTITY	STATUS <i>(Hired or owned)</i>
1					
2					
3					
etc					

I the undersigned, \_\_\_\_\_ holder of National  
Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_  
being Managing Director of this Company called \_\_\_\_\_ testifies  
that the above information is correct and commit myself to present any of the above  
equipments and tools at any given time requested. As well any of them must be present at  
the site before and during each phase at any given moment required or requested by the  
Authorities in charge of the project I am tendering for.

**Remark-** For equipment I will take on hire I hereby attached to this form certified attestations (lease documents) of commitment between I and the Owner(s) of the equipment(s).

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

*Signed*



## ANNEX N° 04

### KEY STAFF

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				
SUPPORT STAFF				

**ANNEX N° 05**  
**MODEL OF SUB- DETAIL OF UNIT PRICE**

Designation of Works :					
N° price	Daily output		Total Quantity		Duration (days)
	/ day				
	Category	Number	Daily Salary	Days paid	Amount
WORKMANSHIP	Site engineer				
	Site foreman				
	Team chiefs				
	Administrative staff				
	Driver				
	Specialised Technicians				
	Labourers				
	Store keeper				
	Total A				
	Type	Quantity	Daily rate	Days paid	Amount
	Pickup for follow-up				
	Small equipment				
	Total B				
	Type	Quantity	Unit Price	Consumption	Amount
	•				
	•				
	•				
	Total C				
D	TOTAL DRY PRICE A+B+C				
E	General site expenses		X%	D x X%	
F	General head office expenses		Y%	D x Y%	
G	TOTALCOST PRICE			D + E + F	
H	Risks + benefits		Z%	G x Z%	
P	TOTAL COST PRICE WITHOUT TAXES			G + H	
V	SELLING UNIT PRICE WITHOUT TAXES			P/QTE	



**ANNEX N° 06**  
**MODEL OF SITE VISIT REPORT**  
*[not more than five (05) pages]*

**I) INTRODUCTION**

TENDER N° (with project title).....  
NAME OF COMPANY.....  
DATE..... TIME.....

**II) COMMENTARY:**

- II-1) Nature of the project site.....
- II-2) Accessibility to the project site: .....
- II-3) Vegetation (trees, shrubs etc).....
- II-4) Topography of the site.....

**NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO JUSTIFY MY COMMENTARY ABOVE**

**III) AVAILABILITY OF SERVICES** (water, electricity, etc)

**IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL** (stones, sand, gravel, wood etc)

**V) DIFFICULTIES:** .....  
.....  
**V) CONCLUSION:** .....  
.....

**SIGNATURES:**

Signature of the Beneficiary Head of Service  
Engineer  
or Representative And stamp seal and name

Signature of Contractor's  
and name

Signature of Managing Director, name and Enterprise stamp

## ANNEX N° 07 THE EVALUATION GRID

TENDER N°: 03 /ONIT/NC/NCITB/ 2024 OF 15/03/2024 FOR THE CONSTRUCTION OF EBANTOCHENG BRIDGE IN THE  
NKOR COUNCIL AREA, IN BUI DIVISION NORTH WEST REGION

EVALUATION GRID FOR ELIMINATORY CRITERIA			
DOC N°	DESCRIPTION	YES	NO
A.1	Declaration of intention to tender stamped with the tariff in force (dated, signed And stamped by the contractor).		
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 of 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 of first order not more than three months.		
A.5	Purchase receipt of tender file issued by the NKOR COUNCIL Treasury		
A.6	A bid bond of five hundred thousand (500,000) francs CFA, 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	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance		
A.9	A valid Certificate of imposition certified by the chief of centre dated at most 3 months.		
A.10	An attestation of non redevance and the fiscal situation slip under validity		
A.11	Business License (photocopy certified by chief of centre, not more than three months).		
A.12	Certified Copy of a valid taxpayers card, delivered by the chief of centre. Dated at most 3 months.		
A.13	A certificate of payment of all assessed taxes, delivered by the chief of centre. Dated at most 3 months.		
A.14	Plan and attestation of localization signed by the taxation authorities		
A.15	Deadline for delivery higher than prescribed		
A.16	False declaration or falsified documents		
A.17	Two Bids with the same personnel		

EVALUATION GRID FOR ESSENTIAL CRITERIA		
B)		
N°		
	General presentation of bids	



	<ul style="list-style-type: none"> <li>➤ Properly bind.</li> <li>➤ Table of content.</li> <li>➤ Separators in color apart from white</li> <li>➤ Order described respected</li> <li>➤ Clearness of the documents</li> </ul>		
B.2	<p align="center"><b>REFERENCES OF SIMILAR WORKS EXECUTED</b></p> <ul style="list-style-type: none"> <li>➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last Five (5) years.</li> <li>➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception FROM 2017 projects or final reception for up to 2020 projects) and related contracts or jobbing orders first and last pages</li> </ul>		
B.2.1	First Reference in the domains of Public Works		
B.2.2	Second Reference in the domains of Public Works		
B.3	<b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT</b>		
B.3.1	<p>A works supervisor with at least the level of a senior technician in civil engineering or Rural Engineering with at least three (04) Years' professional experience in the domain of civil construction or similar works.</p> <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma</li> <li>➤ An Attestation of presentation of original of the technical diploma</li> </ul>		
	<ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ An attestation of <b>availability signed by the candidate notably.</b></li> <li>➤ Certified copy of ID card</li> </ul>		
B.3.2	<p>A topographer with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years' of professional experience in the domain of civil construction or similar works.</p> <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma</li> <li>➤ An Attestation of presentation of original of the technical diploma</li> </ul>		
	<ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ An attestation of <b>availability signed by the candidate notably.</b></li> <li>➤ Certified copy of ID card</li> </ul>		
B.3.3	<p>A foreman with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years' of professional experience in the domain of civil construction or similar works.</p> <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma</li> <li>➤ An Attestation of presentation of original of the technical diploma</li> </ul>		
	<ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ An attestation of <b>availability signed by the candidate notably.</b></li> <li>➤ Certified copy of ID card</li> </ul>		
B.3.4	<p>Other support staff or semi-skilled workers</p> <ul style="list-style-type: none"> <li>➤ 02 Two builders with professional experience in Public works or similar works.( Only ID card and CVs signed by the candidate)</li> </ul>		
B.4	<b>MATERIALS</b>		
B.4.1	- The mode of execution of the works		
B.4.2	- The planning of intervention, the expected output		

B.4.3	- supply of materials or site equipment		
B.4.4	- Measures of safety and protection of the environment		
B.4.5	- Administrative and technical organization of the enterprise		
B.5	<b>LOGISTICS (Equipment put aside for this project)</b>		
	Motorised material (estimated on the basis of the presentation of legalised photocopies by the competent services of the Ministry of Transport or attestation of leasing, with custody justification and the legalised bills for the rest of the material. In case of renting, to join a copy of the renting contract. These documents must dated for not more than three months)		
	01 trucks (bennes) of capacity >= 11m3		
	01 connection Vehicle		
	01 Bulldozer		
	01 Grader		
	Water Tanker		
	Cement mixer		
	Vibrator with spine		
	Hand compactor		
	Generator		
	Sufficient small Tooling: Shovels, wheelbarrows, Pickaxes, etc....		
	Minimum material of laboratory (balance, Proctor mould, densitometer with membrane, set of sieve, Casagrande machine, equivalent sand machine, steam cup)		
B.6	<b>FINANCIAL CAPACITY</b>		
B.6.1	Pre - Financing capacity from a banking or institutions of first order approved by the Ministry in charge of finance, <b>not less than 50%</b> to the amount required in the offer.		
B.7	<b>ATTESTATION OF SITE VISIT AND SITE VISIT REPORT</b>		
B.7.1	Attestation of site visit signed by the contractor		
B.7.2	Site visit Report of (The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed by the contractor and justified by pictures		
B.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).		
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).		
	<b>EVALUATION GRID OF FINANCIAL OFFER</b>		
C.1	The bid itself according to the model attached, shall be stamped at the rate in force, dated, signed And stamped by the contractor		
C.2	Unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)		
C.3	Detail quantities and cost estimated (signed And stamped)		
C.4	The sub-details of prices( signed And stamped)		

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



**DOCUMENT N°10: LIST OF BANKING ESTABLISHMENTS  
AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS  
FOR PUBLIC CONTRACTS**

**DOCUMENT N°10**  
**LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES**  
**AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

**Note relating to banking establishments and  
financial bodies authorized to issue bonds**

The Contracting Authority or Delegated Contracting Authority is bound to insert, at this level, a copy of the instrument by the Minister in charge of Finance giving the updated list of banking establishments approved by MINFI to issue bonds for public contracts in accordance with the Public Contracts Code.

**LISTE DES BANQUES AGREEES PAR LE MINFI**

- 1- Afrikland First Bank (First Bank);
- 2- Banque Internationale du Cameroun pour l'Epargne et le Crédit (BICCEC) ;
- 3- CITI BANK Cameroon (CITI-C);
- 4- COMMERCIAL BANK CAMEROON (CBC);
- 5- ECOBANK Cameroun (ECOBANK);
- 6- National Financial Credit Bank (NFC-BANK);
- 7- Société Commerciale de Banque Cameroun (CA-SCB);
- 8- Société Générale des Banques au Cameroun (SGBC) ;
- 9- Standard Chartered Bank Cameroon (SCBC);
- 10- City Bank Cameroon (City group);
- 11- Union Bank of Cameroon (UBC).
- 12- United Bank for Africa (UBA)
- 13- Banque Atlantique du Cameroun (BACM);

This list is available at ARMR.

**B- INSURANCE COMPANIES**

- 1- Chanas Assurances;
- 2- Activa Assurances
- 3- Zenith insurance



**DOCUMENT N°11: PLANS AND DIAGRAMS OF DETAILS**

PICTURES OF THE EXISTING EBANTOCHENG BRIDGE AS OF NOW

