

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION ET DU DEVELOPEMENT
LOCALE

REGION DU NORD-OUEST

DEPARTMENT DE LA NGOKETUNJIA

COMMUNE DE BALIKUMBAT



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION

NGOKETUNJIA DIVISION

BALIKUMBAT COUNCIL

BALIKUMBAT COUNCIL INTERNAL TENDERS' BOARD

OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER N° 10/ONIT/MINDDEVEL/BC/BCITB/2024 OF 27/03/2024 FOR THE MAINTENANCE OF COMMUNAL ROAD SMALL MARKET -WAPU-CMA BALIKUMBAT AND WAPU-FON'S PALACE (6.5KM) AND THE CONSTRUCTION OF DEULU BRIDGE (10M) IN BALIKUMBAT MUNICIPALITY, NGOKETUNJIA DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE.

TOTAL AMOUNT	2024 PHASE ONE	2025 PHASE TWO	2026 PHASE THREE
240,000,000	70.000.000	80,000,000	90,000,000

PROJECT OWNER: THE MAYOR BALIKUMBAT COUNCIL

FINANCING : 2024, 2025.AND 2026 MINTP, ROAD FUND BUDGET LINE



FINANCIAL YEAR 2024, 2025 AND 2026

Document No. 1

Tender Notice

4. Participation and origin

Participation to this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws.

5. Financing

Works which form the subject of this invitation to tender shall be financed by the 2024 Public Investment Budget of the Ministry of Public Works.

6. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of 1,400,000 FCFA, 1,600,000 and 1,800,000 respectively **CFA Francs**, valid for thirty (30) days beyond the date of validity of bids. As per article 90 (9) of the Public Contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond. **N/B each first the contractor shall submit the bid bond in respect of the amount in the contract.**

7. Consultation of Tender File:

The file may be consulted during working hours at the technical service of the BALIKUMBAT Council, Telephone N° (237) 670 91 22 86 as soon as this notice is published.

8. Acquisition of tender file:

The file may be obtained from the technical service of the BALIKUMBAT Council, Telephone N° (237) 670 61 59 79 as soon as this notice is published against payment of the sum of ONE HUNDRED AND FIFTY THOUSAND (150,000) CFA francs, payable at the BALIKUMBAT Council Municipal Treasury, representing the cost of purchasing the tender file.

9. Submission of bids:

Each offer drafted in English or French in 06 (six) copies including 01 (one) original and 05 (five) copies should reach the BALIKUMBAT Council premises not later than **18/04/2024 at 10:00AM** local time and should carry the inscription:

TO THE PROJECT OWNER

« OPEN NATIONAL INVITATION TO TENDER N° 10/ONIT/MINDDEVEL/BC/BCITB/2024 OF 27/03/2024 FOR THE MAINTENANCE OF COMMUNAL ROAD SMALL MARKET -WAPU-CMA BALIKUMBAT AND WAPU-FON'S PALACE (6.5KM) AND THE CONSTRUCTION OF DEULU BRIDGE (10M) IN BALIKUMBAT MUNICIPALITY, NGOKETUNJIA DIVISION OF THE NORTH WEST REGION **IN THREE PHASES BY EMERGENCY PROCEDURE.**

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

10. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily be not older than three (3) months preceding the date of LAUNCHING OF THE TENDERS or may be established after the signature of the tender notice

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

11. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **18/04/2024 at 11:00AM** local time, at the Conference hall of BALIKUMBAT Council by the BALIKUMBAT Council Internal Tenders' Board. Only bidders may attend or be represented by duly mandated persons of their choice.



AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 10/AONO/MINDDEVEL/BC/ BCITB/2024 DU 27/03/2024 POUR L'ENTRETIEN DE LA ROUTE COMMUNAL DU PETIT MARCHÉ - WAPU-CMA BALIKUMBAT ET LA ROUTE WAPU- LA CHEFFERIE DE BALIKUMBAT (6,5KM) ET LA CONSTRUCTION DU PONT DEULU (10M) EN (TROIS PHASE) POU-FON'S PALACE (6.5KM) AND THE CONSTRUCTION OF DEULU BRIDGE (10M) DANS LA MUNICIPALITÉ DE BALIKUMBAT, DÉPARTEMENT DE NGOKETUNJIA DE LA RÉGION DU NORD-OUEST PAR PROCEDURE D'URGENCE.

Financement : (FOND ROUTIER) - EXERCICE 2024-2025-2026

1. Objet de l'Appel d'Offres

Dans le cadre du Budget d'Investissement 2024,2024 ET 2025, Monsieur le Maire de la commune de BALIKUMBAT ; Le Maître d'Ouvrage et Maître d'Ouvrage lance un Appel d'Offres National Ouvert POUR L'ENTRETIEN DE LA ROUTE COMMUNAL DU PETIT MARCHÉ -WAPU-CMA BALIKUMBAT ET LA ROUTE WAPU- LA CHEFFERIE DE BALIKUMBAT (6,5KM) ET LA CONSTRUCTION DU PONT DEULU (10M) EN (TROIS PHASE) APRÈS TROIS (03) ANS DANS LA MUNICIPALITÉ DE BALIKUMBAT, DÉPARTEMENT DE NGOKETUNJIA DU RÉGION NORD-OUEST PAR PROCEDURE D'URGENCE.

MONTANT	2024 PHASE UN	2025 PHASE DEUX	2026 PHASE TROIS
240,000,000	70.000.000	80,000,000	90,000,000

2. Consistance des travaux

Les travaux à effectuer consistent en travaux préparatoires, nivellement et ouverture et nivellement d'une partie des travaux de voirie, travaux de drainage sur les routes ci-dessous

Route No	Route	DAIMENSION		
		LONGUEUR (M)	RETURN	HAUTEUR (M)
1	L'ENTRETIEN DE LA ROUTE COMMUNAL DU PETIT MARCHÉ - WAPU-CMA BALIKUMBAT	3KM	3KM	-
2	LA ROUTE WAPU- LA CHEFFERIE DE BALIKUMBAT (6,5KM	3.5KM	3.5KM	-
3	CONSTRUCTION DELA PONT DE DEULU	10.00	8.00	4<5

3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage pour l'exécution des travaux objet du présent Appel d'Offres est de QUATRE (04) mois calendaires **par phase**.

4. Coût prévisionnel

Le coût estimé après études préalables est de 70 000 000 (soixante-dix millions), 80,000,000 (quatre-vingts millions) et 90,000,000 (quatre-vingt-dix millions) de Francs CFA par phase.

5. Participation et origine

La participation à cet appel d'offres est ouverte aux entreprises camerounaises conformes aux lois fiscales.

dûment mandatées de leur choix.

12. Critères d'évaluation

A Critères éliminatoires :

- a) Absence de la caution de soumission
- b) Absence ou non-conformité après 48 h après de l'ouverture des plis d'une pièce du dossier administratif à l'exception de la caution de soumission
- c) Fausse déclaration, pièces falsifiées, scannées dans l'Offre du Soumissionnaire, quel que soit le Dossier. À cet effet, l'Autorité Contractante et la CIPM se réservent le droit de procéder à l'authentification de tout document présentant un caractère douteux ;
- d) Non acceptation des clauses de la Lettre-Commande (CCAP et CCTP non paraphés à chaque page, non signés, non datés à la fin et sans la mention lu et approuvé) ;
- e) Défaut de présentation dans l'Offre Technique du Soumissionnaire, d'une Déclaration sur l'honneur par laquelle celui-ci atteste que non seulement il n'a pas, en tant qu'Entreprise ou Membre d'un Groupement d'entreprises, abandonné de marché au cours des trois (03) dernières années, mais aussi qu'il ne figure pas sur la liste des entreprises défaillantes annuellement établies par le Ministère des Marchés Publics ;
- f) Modification d'une quantité ou unité dans le Devis ou BPU ;
- g) Absence totale d'un prix quantifié dans l'offre financière ;
- h) Offre technique incomplète pour absence des pièces suivant :
 - ✓ Rapport de visite du site avec les photos du site.
 - ✓ Conducteur des travaux n'ayant pas la qualification exigée dans le DAO ;
 - ✓ Insuffisance du montant de la capacité financière.
- i) Offre financière incomplète pour absence ;
 - ✓ Soumission timbrée
 - ✓ D'un prix unitaire dans le BPU.
- j) Absence ou insuffisance d'un des quatre volumes des offres ;
- k) Figure dans la liste des Entreprises annuellement exclues de la Commande Publique ;
- l) Absence ou non-conformité des offres dans le support numérique ;
- m) Non obtention d'au moins **85%** des critères essentiels.

B Critères Essentiels :

- I. Présentation.
- II. Références générale de l'entreprise ;
- III. Personnel ;
- IV. Moyens logistiques de l'entreprise ;
- V. Proposition technique et planning ;
- VI. Capacité de préfinancement ;

N.B.: Chaque offre pour être déclarée conforme techniquement doit avoir satisfait à tous les critères éliminatoires et obtenu au moins **85% des critères essentiels** énumérés ci-dessus, évalué conformément à la Grille de notation des Offres techniques.

Les critères à plusieurs sous critères ne seront que valides que lorsque tous les sous critères seront validé

13. Durée de validité des offres

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

14. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Section Technique de la commune de BALIKUMBAT Tél.: N° (237) 670 91 22 86

Fait à Balikumbat, le **27 MARS 2024**

Le Maître d'Ouvrage (Autorité contractante)
Le Maire de la commune de BALIKUMBAT

- MINMAP
- ARMP;
- Présidents CPM;
- Affichage
- Ficher.



Bumlangmi Theophilus Jahgwanym
Senior Public Health Administrator

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- i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- ii) presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

- 5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

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

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

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

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

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

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

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

writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

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

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

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

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

Article 15: Currency of bid and payment

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

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

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

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

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

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

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

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

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

Article 16: Validity of bids

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

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

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

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

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

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

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

20.3 The bid shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory(ies) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The external and internal envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
 - iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

Article 34: Award

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

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

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

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

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

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

Article 38: Signing of the contract

- 38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- 38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.
- 38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

DOCUMENT No. 3:
SPECIAL REGULATIONS OF THE TENDER

N.B.: To be declared technically compliant, each offer must have satisfied all the eliminatory criteria and obtained at least 85% of the essential criteria listed above, evaluated in accordance with the Technical Offers Scoring Grid. Criteria with several sub-criteria will only be valid when all the sub-criteria are validated

ARTICLE 6: Language of the bids:

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

PRESENTATION OF THE TENDER.

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

A) Administrative Documents

B) Technical Documents

C) Financial Documents

5.1 External envelope.

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

TO THE PROJECT OWNER

OPEN NATIONAL INVITATION TO TENDER N° 10/ONIT/MINDDEVEL/BC/BCITB/2024 OF 27/03/2024 FOR THE MAINTENANCE OF COMMUNAL ROAD SMALL MARKET -WAPU-CMA BALIKUMBAT AND WAPU-FON'S PALACE (6.5KM) AND THE CONSTRUCTION OF DEULU BRIDGE (10M) IN BALIKUMBAT MUNICIPALITY, NGOKETUNJIA DIVISION OF THE NORTH WEST REGION IN THREE PHASE.

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

	<ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate ➤ A copy of National Identity Card of the candidate 		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other van		
B.5.2	Proof of ownership or rental of a CONCRETE MIXER		
B.5.3	Proof of ownership or rental of a VIBRATOR		
B.5.4	Proof of ownership or rental of a COMPACTOR		
B.5.5	Proof of a Grader		
B.5.6	Proof of front end loader		
B.5.7	Proof of Dump Truck		
B.6	PRE FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. = FORTY MILLION (40,000,000) CFAF		
B.7	Comprehensive report of site visit signed by the company administrator		
B.8	Special Technical Clauses initiated in all the pages		

ENVELOPE C- FINANCIAL FILE

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

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

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

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

The contracting authority reserves the right not to take action on an invitation to tender, if it did not obtain a proposal which appears acceptable to him.

Pursuant to justification by bidder, bids with unconvincing abnormally low costing will be rejected by the Project Owner as proposed by the Tenders Board.

Prior to this reject, the bidder must have been requested to produce written justification(s) and that these justifications have been appreciated to be unconvincing.

These justifications will concern amongst others

- The production of detailed pricing, its content and the coherency between the unit price, its mode of realisation and its timing.
- The purchase prices of materials
- The cost of exploitation of equipment
- The wages of technicians and labourers
- comparative advantages or favourable exceptional conditions that the bidder has for the realisation of the works
- measures relative to the condition of works

In the case where these justification(s) are or are not convincing, the Project Owner decides but before the reject, he can only decide when the Public Contracts Regulatory Agency (ARMP) must have examined the unconvincing justification(s) and given his opinion in seven (07) working days from the date of receipt of these justifications from the project. ***(The Tenders Board requests for justifications, bidder replies by writing, board examines and if not convincing, proposes reject to contracting Authority who decides after consulting ARMP)***

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of works, the contractor must make sure that she respects the elements of maturity of the project especially the limits of the roads shown to him by the project owner during the site visit. An update of quantities will be carried before the start of works. The members of the site installation will be as follows:

- ❖ Representation of the contracting authority.....(chairperson)
- ❖ The Divisional Delegate of MINEPAT.....(member)
- ❖ The Project Manager -.....(member)
- ❖ The Divisional Delegate of MINMAP or his representative; (member)
- ❖ The Divisional Delegate of MINTP(secretary)
- ❖ The contractor.....(member).

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- The Project **Owner is the Mayor BALIKUMBAT Council**. He represents the beneficiary administration of the works.
- The Project Manager shall be at the: **Chief of Technical Service, Balikumbat Council**. He ensures respect of the administrative, technical and financial conditions and contractual deadlines. He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The Service in charge of ensuring the effectiveness of the execution of works shall be the **Divisional Delegate of Public Contracts for NGOKETUNJIA**.
- The contractor shall be *[to be specified]*.
- The project management team shall comprise of the following:
 - The Senior Divisional officer
 - Representation of the contracting authority
 - The Project Manager
 - The Divisional Delegate of MINMAP or his representative;
 - The Divisional Delegate of MINTP
 - The Divisional Delegate of MINEPAT
 - The contractor

3.2 Security

This contract may be used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be *the Mayor BALIKUMBAT Council*
- The authority in charge of the clearance of expenditures shall be *Mayor BALIKUMBAT Council*
- The body or official in charge of payment shall be *the ADMINISTRATOR OF ROAD FUNDS YAOUNDE*.
- The official competent to furnish information within the context of execution of this contract shall be *the Project Owner (Mayor Balikumbat Council)*.

3.3 Duties of the Control Mission, Project Manager

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

3.3.2 Means put at the disposal of the Control Mission and the other stake holders of the project:

In accordance with the provisions of article 153 paragraphs 1 and 2 of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), the Contract Manager, the Contract Engineer as well as the other persons in charge of the control and follow up of the project shall perceive indemnities as well as logistics support for the realisation of the project from that shall be fixed by a decision of the Project Owner.

Article 4: Language, applicable law and regulation

1.2 The language to be used shall be *[English and/or French]*.

1.3 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

If the laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the contract (Article 4 of GAC)

The constituent contractual documents of this contract are in order of priority: *(to be adapted to the nature of the works)*.

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;

Article 8: Administrative Orders (Article 8 of GAC)

The various Administrative Orders shall be established and notified as follows:

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable. **N/B: AFTER THE COMPLETION OF EACH FIRST A SERVICE ORDER SHALL BE NOTIFIED TO THE CONTRACTOR TO COMMENCE THE NEXT PHASE.**
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

Article 9: Contracts with conditional phases (Article 9 of GAC)

- 9.1 *[Specify if the contract has one or several phases]*

At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

Article 15: Price revision formulae (article 21 of GAC) (not applicable)

Article 16: Price updating formulae (article 21 of the GAC) (not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

17.1 The percentage of works under State supervision shall be *[must not exceed 2 %]* of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

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

This contract is at *[unit price, all-in price or unit and all-in price]*.

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

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

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

Article 20: Advances (article 28 of the GAC)

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

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

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

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

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

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

21.1 Establishment of works executed

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

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 26: General and final detailed account (article 35 of the GAC)

26.1 The Contract Manager or the Project Manager has up to thirty (30) days to establish the general detailed account and forward to the contractor after final acceptance.

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

The signing of the general and final detailed account without reservation by the contractor definitely binds the two parties, puts an end to the contract, except with regard to interest on overdue payments.

26.2 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 27: Tax and customs regulations (article 36 of the GAC)

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

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

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

All taxes inclusive prices means VAT included.

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

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

Chapter III: Execution of works

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

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

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

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

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

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

- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
 - b) The [Contract Manager or Project Manager] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.
- 35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

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

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

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

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

- 39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Manager has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

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

- 40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.
- 40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

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

[Specify the possible restrictions or bans]

Chapter IV: Acceptance

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

- sub-contracting of works without the authorisation of the project owner Incompetence of the contractor duly notified by the Project owner
- Non respect of labour code rules and regulations
- fraud and corruption duly noticed

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

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

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

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

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

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

Article 48: Production and dissemination of this contract

[Twenty (20)] copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 49 and last: Entry into force of the contract

This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

TECHNICAL SPECIFICATIONS

1. GENERALITIES

2. PREPARATORY WORKS

3. ORIGIN, QUALITY AND PREPARATION OF MATERIALS

4. MODE OF EXECUTION OF THE VARIOUS TASKS

- ✓ 001 Site Installation
- ✓ 002 Mobilisation and demobilisation of equipment
- ✓ 002 Geotechnical

Series 100- Site Preparation

- ✓ 101 Site Clearance
- ✓ 102 Felling of trees
- ✓ 103 Traffic flow (Diversion of water course/road)
- ✓ 105 Setting out of the bridge

Series 200 –General Earth Works

- ✓ 201 Excavation of trenches
- ✓ 202 Backfill of excavation
- ✓ 203 Opening complete of the right of way 10m wide of the access road on both sides of the bridge and molding of the road to 7m wide

Series 300-Foundations- Abutment-deck-wing walls

- ✓ 301 Hard core
- ✓ 302 Stone masonry works for foundation, abutment and wing walls
- ✓ 303 Mass concrete dosed at 400kg/m3 as for base of the footings
- ✓ 304 Lean concrete floor dosed at 150kg/m3
- ✓ 305 Reinforced concrete dosed at 400kg/m3 for the footings and other parts of the bridge
- ✓ 306 Reinforced concrete 20cm thick dosed at 350kg/m3 for raft
- ✓ 307 IPE 280 for rib beams
- ✓ 308 IPE 450 for beams including all subjections
- ✓ 309 Anchor of rods HA25 to a rock
- ✓ 310 Drainage material behind the abutment

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

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

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

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

1) CONCRETE:

- **Ordinary concrete:** specifically lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m³.

- **Concrete for the Raft:** shall be 15cm thick laid on the entire floor of the bridge between the 02 abutments and dosed at 350kg/m³ over the entire surface.

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

- **Reinforced concrete:** shall be specifically for the footings, beams seating and the slab of the bridge, kerbs and pillars of the mixt guard rails and their mixture shall be in a proportion of 350kg/m³.

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

NOTE: Reinforcement Schedule.

Nº	STRUCTURE	SIZES	Transv ersal RODS	Longit udinal RODS	STIRRUP	CONCRETE DOSAGE	TYPE
		Nos	φ	Torsφ	Spacings		
1	Footing		14mm	12mm	20cm	350kg/m ³	Fe-E-400
3	Beam seating		14mm	12mm	20cm	400kg/m ³	Fe-E-400
4	Bridge slab	4	12mm	10mm	15cm	400kg/m ³	Fe-E-400
5	Bridge raft	4	8mm	8mm	20cm	350kg/m ³	Fe-E-400
	Kerb		8mm	8mm	20cm	350kg/m ³	Fe-E-400
	Pillars guard rails		8mm	8mm	20cm	350kg/m ³	Fe-E-400

NB: All rods should preferably be imported

Aggregate

- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from vary from 0.16 – 5mm. It shall be a mix of river and crushed sand mixed to the proportion as designed.

- **Gravel:** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing. It shall a mix of 5/15 and 15/25

3) TM002 - Mobilization and folding up of equipment

Description of works

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

4) 101 - BUSH CLEARING

Description of works

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

Mode of execution of works

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

5) 103 - Setting out of the structure

Description of works

This consists of carrying out activities geared at positioning the bridge at the coordinates such that its axis will align with that of the access road from the both sides. Also the characteristics of the structure as designed should be respected.

Mode of execution of works

This consists of using pegs and lines and with the help of a levels position the bridge such it should be at right angle relative to the road with the wing walls at 45 degrees relative to the road or front walls of the bridge. Equally, the position of the areas to be excavated for the abutment including the working space should be materialized. As such the length and span of the bridge as well as the wing walls, the front wall and the abutment as a whole will be positioned. After the excavation these parameters will be verified first before the bridge works proper starts

So done, the following data will be verified before the excavation

NB: These works, and this, at every stage must be received by the Contract Engineer before the next phase can continue

6) 203.1 - Excavation in ordinary terrain for the abutments and for the deviation of the existing river bed

Description of works

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

Mode of execution of works

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

NB: The excavation must be received by the Project Manager before the next phase can continue

7) 205 – 207 Backfilling of the bridge and filling and resurfacing of the accesses to the bridge

Description of works

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

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

Coffrages - Form work

Cette opération consiste à coffrer les différentes surfaces quand cela est nécessaire avant bétonnage. Les parties d'ouvrage nécessitant un coffrage seront approuvées par le Maître d'œuvre. Les coffrages seront de construction robuste car ils sont appelés à supporter, selon le cas, la poussée du béton frais ou le poids de la construction jusqu'au décintrage de l'ouvrage.

Les différentes pièces seront assemblées de façon simple pour permettre de procéder au décoffrage sans épaufrer le béton. Cette simplicité n'autorisera toutefois aucune négligence dans la distribution des joints. Les panneaux déjà employés, seront voilés et les bords écaillent.

Il sera utilisé pour certaines catégories de coffrages des produits de démoulage gras ou plastique. Ces produits devront être agrés par le Maître d'œuvre.

La construction des coffrages sera aussi précisée qu'il est prescrit par le CCTP, selon la catégorie, afin de préserver, entre autres, l'enrobage homogène des armatures et les démentions finales des ouvrage.

Les fixations du coffrage intérieur au béton devront être uniquement celles qui figurent sur les dessins d'exécution visés par le maître d'œuvre.

Pour maintenir les armatures à distance fixe des coffrages, on pourra employer des cales en béton (ou en tout autre matériau agréé par le Maître d'œuvre, matière plastique par exemple) dans lesquelles on aura préalablement noyé des ligatures en fil de fer. En aucune cas, aucun élément métallique ne se trouvera à une distance inférieure à l'enrobage minimal prévu pour les armatures.

504b - Putting in place of metallic I beam 450 including the bracing

Description of works

Poutrelles en acier: IPE -Metallic I beam 450 and 280 including the bracing

Ces travaux consistent à poser des poutres IPE. Avant tout commencement des travaux, le maître d'œuvre devra définir ou approuver la poutre IPE à pose. Les nouvelles poutres IPE seront directement protégées contre la rouille par une couche de peinture anticorrosive.

Les aciers utilisés sont des laminés marchands, en acier doux soudable, dont la nuance est soumise à l'agrément du Maître d'Oeuvre. Ils doivent répondre aux prescriptions du chapitre III du fascicule 4 du CCTG français. En particulier, les caractéristiques mécaniques de ces profilés doivent satisfaire aux normes NF A 35-501 ou NF A 36-201.

10) 601a and 601b - Anti-rust paint and Oil Paint

Paints

Les peintures de protection à mettre en œuvre sur les profilés métalliques préalablement brossés à blanc, sont de type glycérophthalique, et doivent être soumises à l'agrément préalable du Maître d'Œuvre Délégué.

Dans tous les cas une sous-couche antirouille d'une couleur différente sera mise en place préalablement.

11) 901c - Mix guard rails (concrete pillars and metallic pipes)

Garde-corps - Mix guard rails

Cette opération comprend le remplacement ou la fourniture et pose des gardes corps sur ouvrage. Ces travaux seront définis lors de l'établissement des schémas d'aménagement. Les éléments du garde-corps seront posés et réglés en alignement et en altitude. Il sera vérifié que les montants seront bien verticaux. Les scellements des montant sera réalisé en béton dose à 400kg/m³ et devra être conforme au plan type. Le scellement de montants n'interviendra qu'après vérification par le Maître d'œuvre du parfait alignement du garde-corps. Le surfacage du béton de scellement sera soigné de telle sorte que l'eau ne puisse séjourner à l'encastrement des montants.

Selon leur état, et après agrément du Maître d'œuvre, les gardes corps pourront recevoir une peinture anticorrosive de protection.

12) 902a - Triangular sign posts type A ou AB

Panneau triangulaire - Triangular sign posts type A ou AB

Les panneaux de danger seront placés à 150m du point au début de la zone à signaler en rase campagne et à 50m dans l'agglomération.

Document No. 7: Schedule of unit prices

106	Implantation	LS		
	Total Site Preparation			
	Series 200 - GENERAL EARTH WORKS			
201	Excavation of foundation trenches	M3		
202	Excavation of trenches for the buttress wall up and downstream at the edges of the raft	M3		
203	Backfill of excavation	M3		
204	Access fill from borrow pit and re-elevation of the carriage way on the swamp	M3		
205	Resurfacing of the filled accesses to the bridge with laterite from a borrow pit	M3		
	Total General Earth Works			
	Series 300 - FOUNDATIONS - ABUTMENT - WING WALLS - DECK			
301	Hard Core	M3		
302	Fat concrete with light reinforcement foundation, abutment and wing walls	M3		
303	Filtering material behind the abutment	M3		
304	Anchor of rods HA 25 to a rock (hard soil of good bearing capacity): 01m deep from floor of excavation for footings 50cm x 50 cm mesh with 20cm waiting rods for anchoring to reinforcement mesh of the footings) Total length rod HA 25 while embedding another protected coat with a paste of cement mortar at 400kg/m3	ML		
305	Lean concrete floor dosed at 200kg/m3	M3		
306	Fat concrete 15cm thick dosed at 250kg/m3 for the water proof behind the abutment and wing walls	M3		
307	Reinforced concrete dosed at 400Kg/m3 for the footings	M3		
308	Reinforced concrete dosed at 400kg/m3 for the abutment and wing walls	m3		
309	Reinforced concrete dosed at 400kg/m3 for the seating of the slab, the slab and kerbs of the bridge	M3		
310	Reinforced concrete 15 cm thick dosed at 350kg/m3 for raft of the bridge (at the floor of the bridge, should extend upstream by 02m and 01m downstream	M3		
311	Reinforced concrete 15 cm thick and 01m deep dosed at 350kg/m3 for a buttress wall upstream of the raft across the whole length	M3		
312	Neat formwork for the visible concrete parts of the deck	ls		
313	Scaffolding	LS		
	Total Foundations - Abutment - deck			
	Series 400 - ASSEMBLING			
401	Rib beams 40 for main beams	ML		
402	Rib beams 380 for secondary beams	ML		

Document No. 8:
FORMAT OF Bill of quantities and
estimates

TM108 a	Fill from borrow pit	m ³	3.000.00		
TM112	Grading and Compaction of the platform	m ²	5.200.00		
TM113 a	Cleaning of side drains and offshoots	ml	6.200.00		
TM117	Extra cost for transportation to price N° 104, 105, 106, 107, 108, 114, 115 et 116 pour D>5km	m ³ x km			
SUB-TOTAL SERIES 100					
SERIES 300 : DRAINAGE					
TM301	Cleaning of ring and box culverts<1.5 m	U	21.00		
	Masonry retaining wall H>2.00	ML	150.00		
TM307 a	Fabrication of reinforced concrete culvert 800 mm	ml	35.00		
TM309 a	Masonry chamber for Ø800 culvert	U	7.00		
TM309 b	Culvert head for Ø800	U	7.00		
TM313	Stone masonry gutters	ml	644		
SUB- TOTAL SERIES 300					

TOTAL AMOUNT (EXCLUDING TAXES)				
T.V.A (19,25%)				
A.I.R (2,2% or 5,5%)				
TOTAL ATT				
NET PAYMENT				

MODEL BILL OF QUANTITY AND COST ESTIMATE FOR THE CONSTRUCTION OF DEULU BRIDGE IN BALIKUMBAT MUNICIPALITY, NGOKETUNJIA DIVISION, NORTH WEST REGION. (HEIGHT: BETWEEN 4M ≤5M,, WIDTH: 6ML AND SPAN 10M) SPAN RETAIN 8M (PHASE III) BY EMERGENCY PROCEDURE.					
BILL OF QUANTITIES AND COST ESTIMATES					
N/S	DESCRIPTION	UNIT	Q'TY	U.P	AMOUNT
	Series 000 - SITE INSTALLATION				
001	Site Installation including mobilisation and demobilisation of equipment	LS	1		
002	Geotechnical and technical studies (performance program and Execution Documents)	LS	1		
	Total Site Installation				
	Series 100 - SITE PREPARATION				
101	Bush cutting	m2	2789.3		
102	Traffic flow	LS	1		
103	Diversion of water course/road and construction of a temporal wooden bridge	LS	1		
104	Widening of the river bed upstream and downstream to eight meter (L = 200m, W = 8.0m) to enlarge the bed	m2	800		
105	Demolition of the existing	LS	0		

311	Reinforced concrete 15 cm thick and 01m deep dosed at 350kg/m3 for a buttress wall upstream of the raft across the whole length	M3	8.16		
312	Neat formwork for the visible concrete parts of the deck	ls	1		
313	Scaffolding	LS	1		
	Total Foundations - Abutment - deck				
	Series 400 - ASSEMBLING				
401	Rib beams 40 for main beams	ML	24		
402	Rib beams 380 for secondary beams	ML	12		
	Total ASSEMBLING				
	Series 500- PAINTING				
501	Antirust paint on metal paint on metal surfaces	M2	65		
502	Oil paint	M2	5.94		
503	Coating of the concreted part of the bridge in contact with soil (rear of the abutment footing) with hydrocarbon binder	M2	72		
	Total paint				
	Series 600 - Equipment				
601	Mixt guard rails (RC + iron tube 60)	ML	24		
602	Weep holes	U	40		
603	Drainage pipes	ML	12		
604	Sign posts	U	2		
605	RC Post marker (Balise)	U	12		
	Total Equipment				
	Series 700 - DRAINAGE				
701	Stone masonry trapezoidal ditch upstream along the fill of the both accesses of the bridge	ML			
	TOTAL DRAINAGE				
I	Series 000 - SITE INSTALLATION		1.00		
II	Series 100 - SITE PREPARATION		1.00		
III	Series 200 - GENERAL EARTH WORKS		1.00		
IV	Series 300 - FOUNDATIONS - ABUTMENT - WING WALLS - DECK		1.00		
V	Series 400 - ASSEMBLING		1.00		
VI	Series 500- PAINTING		1.00		
VII	Series 600 - Equipment		1.00		
VIII	Series 700 - DRAINAGE		1.000		
	TOTAL MONTANT HTVA				
	TVA (19.25%)				
	A.I.R. (2.2% or 5.5%)				
	MONTANT TTC				
	NET A MANDATER				

Document No. 9:
Schedule of sub-detail of prices

	TOTAL C		
D	DIRECT TOTAL COST	$A+B+C$	
E	GENERAL SITE EXPENSESES	$D \times \%$	
F	GENERAL OFFICE EXPENSES	$D \times \%$	
G	MONITORY AND SECURITY MEASURES	$D \times 5\%$	
H	NET COST	$D+E+F+G$	
I	RISK + BENEFITS	$H \times \%$	
J	TOTAL COST (HT)	$H+I$	
K	UNIT COST (HT)	$P/Q'TY$	

NORTH WEST REGION

=====

NGOKETUNJIA DIVISION

=====

BALIKUMBAT COUNCIL

=====

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

=====

JOBGING ORDER N° _____

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER N°

10/ONIT/MINDDEVEL/BC/BCITB/2024 OF 27/03/2024 THE MAINTENANCE OF COMMUNAL ROAD SMALL MARKET -WAPU-CMA BALIKUMBAT AND WAPU-FON'S PALACE (6.5KM) AND THE CONSTRUCTION OF DEULU BRIDGE (10M) IN BALIKUMBAT MUNICIPALITY, NGOKETUNJIA DIVISION OF THE NORTH WEST REGION **IN THREE PHASES**

Project Owner *[Indicate name and full address]*

HOLDER : *[indicate name and full address of holder]*

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

Business Registry No. _____ at

Taxpayer's No. _____

SUBJECT : *Execution of* _____ *works;*

Lot No. _____ *Network* _____

PLACE : *Region* _____

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN CFA F:

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

FINANCING : *[indicate the source of financing]*

BUDGET HEAD : *[to be completed]*

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

Page _____ and last of **JOBING ORDER N° _____ AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER 10/ONIT/MINDDEVEL/BC/BCITB/2024 OF 27/03/2024** THE MAINTENANCE OF COMMUNAL ROAD SMALL MARKET -WAPU-CMA BALIKUMBAT AND WAPU-FON'S PALACE (6.5KM) AND THE CONSTRUCTION OF DEULU BRIDGE (10M) IN BALIKUMBAT MUNICIPALITY, NGOKETUNJIA DIVISION OF THE NORTH WEST REGION IN THREE PHASES BY EMERGENCY PROCEEDUE.

With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (_____) months

Amount of contract in CFA F:

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

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

Table of models

- Annex No. 1: Model tender
- Annex No. 2: Model bid bond
- Model No. 3: Model final bond
- Model No. 4: Model of start-off advance bond
- Model No. 5: Model retention fund
- Annex No. 6: Framework of schedule
- Annex No. 7: Evaluation grid
- Annex No. 8: Attestation of site visite

ANNEX No. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

ANNEX No. 4: Model of start-off advance bond

Bank: reference, address _____

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

Document No. 12: Preliminary studies

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

Document No. 13:
List of banking establishments and financial bodies
authorised to issue bonds for public contracts

**ANNEX 7: EVALUATION GRID
ADMINISTRATIVE DOCUMENTS.**

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by Balikumbat Municipal treasury
A.6	A bid bond of 1,400,000, 1,600,000, 1,800,000FCFA REPECTIVELY , upon commencement with the next task, certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	An Attestation of site visit signed by the GENERAL DIRECTOR
A.12	Special Administrative Clauses completed and initialed in all the pages and last page signed

The absence or the non-conformity of the one of these documents will result to the elimination of the offer either during the opening session of the bids (absence of bid bond) or during the evaluation

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

B.1	General presentation of the tender files		
	-Document slotted or spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	List of references of Road Fund Project Executed Within This Period of Crisis by the enterprise in similar jobs justified by signed contracts (first, 2 nd , estimate and last pages of registered contract) and minutes of reception or attestation of clearances of works executed. 1 st Reference (two similar projects)		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	01 works supervisor (at least HND or equivalent certificate) For supervisor to be validated, all conditions must be met. Qualification of the works supervisor: (Senior Technician certificate in Civil or Rural Engineering (BAC +2) Professional experience of the project engineer ≥ 03 years (signed CV) <ul style="list-style-type: none"> ➤ CV signed en dated by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate ➤ National Identity Card of the candidate 		
B.3.2	01 Site foreman (Civil Engineering BAC) Qualification of the Site foreman: (Technical certificate in Building (BAC F4 or equivalent certificate)		

- p) False declaration. The Used of fraudulent, scanned in the Tender file of the Bidder no matter the file. For This effect the contracting authority and DCTB has the reserves and right to authentify all the documents which seems not to correct.
- q) Non acceptance of contract such as (CCAP et CCTP not paraph, not signed, dated at the end and without the mention read and approved) ;
- r) Declare in his Technical file that the Bidder by honor is not among the enterprise or group of enterprise that have abandon projects for the past Three (03) years and who have not been on the list of suspended enterprises by Ministry Of Public Contracts.
- s) Modification of a quantity or unit of the estimate or Unit price schedule ;
- t) Total absence of quantified price in the financial offer;
- u) **Incomplete technical offer for lack of following parts:**
 - Site visit report with pictures of site;
 - Works supervisor not having the qualification required in the tender documents;
 - Amount of insufficient financial capacity.
- v) **Incomplete financial offer for absence**
 - Submission;
 - Quantitative and estimated quote;
 - Of a unit price in the BPU.
- w) Absence or insufficiency of the four volumes of offers;
- x) Absence or non-compliance of the offers in digital medium,
- y) Is included in the list of companies annually excluded from public procurement.
- z) Non satisfactory of at least **85% of Essential Criteria.**

B Essential Criteria:

- VII. Presentation ;
- VIII. References of the Enterprise ;
- IX. Supervisors ;
- X. Logistical means ;
- XI. Technical proposal and planning ;
- XII. Pre financial capacity;

N.B.: To be declared technically compliant, each offer must have satisfied all the eliminatory criteria and obtained at least 85 % of the essential criteria listed above, evaluated in accordance with the Technical Offers Scoring Grid. Criteria with several sub-criteria will only be valid when all the sub-criteria are validated

11. Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:
The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

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

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

Abnormally low costing will be rejected as per the special tender regulations