

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTRE DE LA DECENTRALIZATION ET DU
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAMENDA II^{EME}

COMMUNE DE BAMENDA II^{EME}

P. O. BOX 495 MANKON



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MEZAM DIVISION

BAMENDA II SUB-DIVISION

BAMENDA II COUNCIL

P. O. BOX 495 MANKON

REF. N° _____ BIIC/VOL.1/SG/2024

Bamenda, the **17 JUL 2024**

BAMENDA II COUNCIL INTERNAL TENDERS' BOARD OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER N°08/ONIT/BIIC/BIICITB/2024

OF 17/07/2024 FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MEZAM
LINKING BAGMANDE - ASONGKAH TO ALABUKAM AND REHABILITATION
OF ROAD FROM BAGMANDE-ASONGKAH - ALABUKAM AND ALANKIE
QUARTER (6KM) IN MANKON PHASE II IN BAMENDA II COUNCIL AREA,
MEZAM DIVISION OF THE NORTH WEST REGION BY EMERGENCY
PROCEDURE.

PROJECT OWNERS: THE MAYOR OF BAMENDA II COUNCIL

FINANCING: ROAD FUNDS EXERCISE Program for 2024 AND 2025

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FINANCIAL YEAR 2024/2025

Document No. 1

Tender Notice

YEAR	PROJECT	Council concerned	Road nomenclature	Distance (m)	Previewed Budget (TTC)	Duration (months)
2024	BRIDGE OVER RIVER MEZAM LINKING BAGMANDE - ASONGKAH TO ALABUKAM	Bamenda II	CR	12	65, 000,000	4
2025	ROAD FROM BAGMANDE-ASONGKAH - ALABUKAM AND ALANKIE	Bamenda II	CR	6000	65, 000,000	4
TOTAL					130,000,000	

The estimated cost after preliminary studies is 130,000,000 (one hundred and thirty million) FCFA all taxes inclusive

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 Road Fund, budget head No.

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 **Two million six hundred thousand (2,600,000) CFA** and valid for thirty (30) days beyond the date of validity of bids

7. Consultation of Tender File:

The file may be consulted during working hours at Bamenda II Council, Mayor's Private Secretariat Telephone N° 679-685-596, as soon as this notice is published.

10. Acquisition of Tender File:

The file may be obtained from Bamenda II Council, Mayor's Private Secretariat Telephone N° 679-685-596 as soon as this notice is published against payment of the sum of **150,000 CFA francs** (one hundred and fifty thousand Francs CFA), payable at a Bamenda II Municipal Treasury, representing the cost of purchasing the Tender File.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach Bamenda II Council, Mayor's Private Secretariat not later than **09/08/2024 at 10.am** local time and should carry the inscription:

**<< OPEN NATIONAL INVITATION TO TENDER N°08/ONIT/BIIC/BIICITB/2024
OF 17/07/2024 THE CONSTRUCTION OF A BRIDGE OVER RIVER MEZAM
LINKING BAGMANDE - ASONGKAH TO ALABUKAM AND REHABILITATION OF
ROAD FROM BAGMANDE-ASONGKAH - ALABUKAM AND ALANKIE QUARTER
(6KM) IN MANKON PHASE II IN BAMENDA II COUNCIL AREA, MEZAM
DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE**

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

12. 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 not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice

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

13. Opening of bids:

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- File



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NORTH WEST REGION
MEZAM DIVISION

BAMENDA II SUB-DIVISION

BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the

17 JUL 2024

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N°08/ AO/AONO/BIIC/BIICTB/ 2024 DU 17/07/2024 **POUR LES TRAVAUX DE CONSTRUCTION D'UN PONT RELIANT BAGMANDE ET ASONGKAH - ALABUKAM ET LE REHABILITATION DU ROUTE BAGMANDE-ASONGKAH - ALABUKAM ET ALANKIE (6KM) DANS LA MUNICIPALITE DE BAMENDA DEUXIEME, Département du MEZAM, Région du Nord-Ouest, procédure d'urgence**

Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP) – FUND ROUTIER EXERCICE 2024/2025

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2024, le Maire de la Commune de Bamenda II, Autorité Contractante lance, un Appel d'Offres National Ouvert **POUR LES TRAVAUX DE CONSTRUCTION D'UN PONT RELIANT BAGMANDE ET ASONGKAH - ALABUKAM ET LE REHABILITATION DU ROUTE BAGMANDE-ASONGKAH - ALABUKAM ET ALANKIE (6KM) DANS LA MUNICIPALITE DE BAMENDA DEUXIEME, DEPARTEMENT DU MEZAM, REGION DU NORD-OUEST. FUND ROUTIER PROGRAMME POUR 2024/2025**

Consistance des travaux

Les travaux comprennent notamment :

- Installation
- Préparation du site
- Travaux préliminaires
- Fondations-élévation-
- Équipement
- Terrassement
- Ouvrage

2. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **QUATRE (04) Mois** de chaque phase

3. Allotissement

Le travail est ci-après défini :

Construction D'un Pont Sur Le Tronçon Bagmande et Asongkah - Alabukam,

4. Coût prévisionnel

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

- 1- Absence d'une pièce administrative ;
- 2- Fausses déclarations ou pièces falsifiées ;
- 3- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 4- Non-conformité du model de soumission
- 5- Offres financière incomplète,
- 6- Absence d'un prix unitaire quantifié ;
- 7- Le non-respect de **75%** des critères essentiels ;
- 8- Entreprise suspendue par le MINMAP
- 9- Situation financière inférieur au tiers du cout prévisionnel.

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Références de l'entreprise dans les domaines de construction des ouvrages de génie civil ;
- 3- Qualité du personnel ;
- 4- Organisation technique des travaux ;
- 5- Sécurité au chantier ;
- 6- Moyens logistiques ;
- 7- Attestation et rapport de visite du site signé par l'entrepreneur ;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

14. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **75%** des critères essentiels.

15. 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.

16. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Bamenda II - Secrétariat Particulier du Maire, Tél. :

Fait à Bamenda II, le

Le Maire de la Commune Bamenda II,

Copies :



17 JUL 2024

Cherwi Peter
MAYOR

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- iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
 - b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) 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, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - 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

(addenda) published in accordance with article 10 of the General Regulations of the Invitation to Tender, it includes the following documents:

Document No. 1. The tender notice;

Document No. 2. The General Regulations of the Invitation to Tender;

Document No. 3. The Special Regulations of the Invitation to Tender;

Document No. 4. The Special Administrative Conditions;

Document No. 5. The Special Technical Conditions;

Document No. 6. The schedule of unit prices;

Document No. 7. The bill of quantities and estimates;

Document No. 8. The sub details of unit prices;

Document No. 9. Model documents of the contract:

a. The execution schedule;

b. Model of forms presenting the equipment, personnel and references;

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

g. Model of guarantee in replacement of the retention fund;

h. Model contract;

Document No. 10. Models to be used by bidders;

a. Model contract;

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the Invitation to Tender and send a copy to the Project Owner. The Contracting Authority replies in 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.

The bidder shall submit duly initialled copies of the administrative and technical documents relating to the contract, namely:

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

b.4 Commentaries (optional)

A commentary on the technical choices of the project and possible proposals

c. Volume 3: Financial bid

The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the Invitation to Tender concerning the other possible forms of guarantees.

- 13.2 If in accordance with the provisions of the Special Regulations of the Invitation to Tender, the bidders present bids for several lots of the same Invitation to Tender, they could indicate rebates offered in case of award of more than one lot.

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

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

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

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

- a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign

- validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

- 18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.
- 18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.
- 18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, 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.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

Article 30: Correction of errors

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

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

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

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for 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 article 31(2) 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 article 13(2) 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 article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a

	Name and address of the Contracting Authority: The Mayor of Bamenda II Council Reference of Invitation to Tender: 08/ONIT/BIIC/BIICITB/2024 OF 17/07/2024
1.2	Execution deadline: FOUR (04) MONTHS for each phase
2.1	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of the ROAD FUND, budget head No.
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

C. Eliminary criteria

1. Absence of a document in the administrative file;
2. False declaration or falsified documents;
3. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
4. Non-compliance with model bid
5. Incomplete financial file;
6. absence of a quantified unit price;
7. Non respect of **75%** of essential criteria;
8. Name of company suspended by MINMAP
9. Financial situation below a third of the estimated cost

D. Essential criteria

- 1- General presentation of the Tender Files;
- 2- References of the company in building construction;
- 3- Quality of the personnel;
- 4- Technical organization of the works;
- 5- Safety measures on the site;
- 6- Logistics;
- 7- Attestation and report of site visit signed by the Contractor;
- 8- Special Technical Clauses initialed in all the pages and signed at the end;
- 9- Special Administrative Clauses completed and initialed in all the pages and signed at the end.

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 positive way (yes) or negative (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 eliminary criteria and at least **75%** of the essential criteria.

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 absence or the nonconformity of the one of these documents will result to the elimination of the offer

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

General presentation of the Tender Files		
	<ul style="list-style-type: none"> -Document spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender 	
B.1	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS	
B.1.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of acceptance or attestation of clearances of works executed. (minutes of final acceptance for up to 2024 projects) Minimum acceptable: 02 Contracts realized in the domain of building construction over the past 03 years	
	1 st Reference	
	2 nd reference	
B.2	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT	
B.2.1	01 works supervisor (at least Civil Engineer or equivalent certificate)	
	Qualification of the works supervisor: (civil engineer or Rural engineer (BAC +3) Professional experience of the project engineer ≥ 05 years (signed CV)	
	<ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An Attestation of presentation of original of the technical diploma ➤ An attestation of availability signed by the candidate ➤ Certified copy of ID card 	
B.2.2	01 Site foreman(Civil Engineering Senior Technician)	
	Qualification of the Site foreman: (HND in Civil Engineering (BTS Genie civil or equivalent certificate) Professional experience of the Site foreman ≥ 03 years (signed CV)	
	A certified copy of <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An Attestation of presentation of original of the technical diploma ➤ An attestation of availability signed by the candidate ➤ Certified copy of ID card 	
B.2.3	Other personnel	
	<ul style="list-style-type: none"> ➤ 04 four technicians with 3 years professional experience in building construction or similar works.(CVs signed by the candidate) 	
	02 Two Carpenters with 3 years professional experience on carpentry or similar works. Only CVs signed by the candidate	
B.3	TECHNICAL PROPOSALS	
B.3.1	Organigram of the project (Specify names of the personnel handling the various functions)	

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 seven (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

The amount of the provisional guarantee or guarantee of tender is fixed at **2,600,000 FCFA** (Two million six hundred thousand FCFA).

The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at ten percent (2%) of the initial amount of the services envisaged in the country.

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

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

10.3 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, with the final acceptance of work.

ARTICLE 11: Period of validity of the offers

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

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

ARTICLE 12: A number of copies of the offer which must be filled and sent

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

**<< OPEN NATIONAL INVITATION TO TENDER 08/ONIT/BIIC/BIICITB/2024 OF 17/07/2024 FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MEZAM LINKING BAGMANDE - ASONGKAH TO ALABUKAM AND REHABILITATION OF ROAD FROM BAGMANDE- ASONGKAH - ALABUKAM AND ALANKIE QUARTER (6KM) IN MANKON PHASE II IN BAMENDA II COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION>>
TO BE OPENED ONLY DURING THE OPENING SESSION»**

**DOCUMENT No. 5: SPECIAL ADMINISTRATIVE
CONDITIONS
(SAC)**

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 and last: Entry into force of the contract

Chapter I: General

Article 1: Subject of contract

The subject of this contract shall be the Construction Of A Bridge Over River Mezam Linking Bagmande - Asongkah To Alabukam And Rehabilitation Of Road From Bagmande-Asongkah - Alabukam and Alankie Quarter (6km) In Mankon Phase Ii In Bamenda Ii Council Area, Mezam Division Of The North West Region.

Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation to Tender by the emergency procedure .../ONIT/TC/TCITB/2024 OF .../..../2024

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor of Bamenda II Council**
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer shall be the **Divisional Delegate of Public Works for Mezam** hereinafter referred to as the Engineer.
- The Project **Owner is the Lord Mayor of Council**. He represents the beneficiary administration of the works.
- The Contract Manager shall be: the DDMINTP/Mezam

He ensures respect of the administrative, technical and financial conditions and contractual deadlines.

- The Project Manager shall be: the CTS of Divisional Delegation of Public works mezam
He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The contractor shall be [to be specified].

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* **Lord Mayor of Bamenda II Council**.
- The authority in charge of the clearance of expenditures shall be *the* **Divisional financial controller**.
- The body or official in charge of payment shall be *the* **Bamenda II Municipal treasury**
- The official competent to furnish information within the context of execution of this contract shall be *the* **Mayor of Bamenda II Council**.

Article 4: Language, applicable law and regulation

4.1 The language to be used shall be *English and/or French*.

4.2 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.

- b) In the case where the Project Owner is the addressee:
Sir/Madam_____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
 - c) In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The contractor shall address all written notifications or correspondences to the Project owner with a copy to the Contract Engineer.

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.
- 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 The Contract should be done in one phase.
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 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 24 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 Project Manager 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.

1. In the case of a group of enterprises, indicate the method of payment of co- and sub-contractors, where need be.
2. Indicate the method of payment of sub-contractors, where need be.

Article 25: Final detailed account (article 34 of the GAC)

25.1 [Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].

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

The contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

The approval given by the Contract Manager or Project Manager does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of acceptance.

b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.

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 44: Article 45: Final acceptance (article 72 of the GAC)

- 44.1 Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.
- 44.2 The Project Manager [shall [not] be member of the commission.

The procedure for final acceptance shall be the same as for provisional acceptance

Chapter V: Sundry provisions

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

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non-payment for services.

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

Eight 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.

6.1. TECHNICAL SPECIFICATIONS OF WORKS

7.1.1. OBJECT OF THIS DOCUMENT

This book of technical specification of works is aimed at setting the rules and techniques of construction as well as the procedure of work envisaged for the **CONSTRUCTION OF A BRIDGE OVER RIVER MEZAM LINKING BAGMANDE - ASONGKAH TO ALABUKAM AND REHABILITATION OF ROAD FROM BAGMANDE-ASONGKAH - ALABUKAM AND ALANKIE QUARTER (6KM) IN MANKON PHASE II IN BAMENDA II COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION>>**

TO BE OPENED ONLY DURING THE OPENING SESSION

7.1.2. PROCEDURE OF WORK

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

CONSISTENCE OF WORK

The complete project comprises the following lots:

**CONSTRUCTION OF BRIDGE
MAINTENANCE OF ROAD**

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

GENERAL TECHNICAL SPECIFICATIONS

A.1. TECHNIQUES OF REFERENCE DOCUMENTS

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

- New technical rules of design and calculations of the works and constructions in reinforced concrete method of the limit states' (BAEL)-EDITION 91.
- French or similar standards approved in Cameroon.

- iv. Reinforced concrete for underground and submerged structure works including; beams, slabs and pillar works: All reinforced concrete work dosage in these locations shall be $PC400\text{kg/m}^3$

Underground concrete works shall be mixed with waterproof additives (Super Zaikalite-1kg powder imported) in recommended manufacturer's dosage.

Mortar:

Mortar shall be a mixture of 250 (two hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M250 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 300 (three hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used. (Use mortar mixes for various structural components works as specified in project consulting documents available in the procurement unit of PNDP).

A.5.3. Implementation of concrete.

Concrete will be implemented as their manufacture; storage in containers requiring an addition of water at the time of employment is strictly prohibited concrete will be always carefully vibrated by cylindrical needles.

Reinforcement nodes will be willing to allow a good implementation of the concrete on the height of the considered work. The company will take all provisions to ensure an altimeter and a correct fixation of the steel to avoid their displacement during casting. Similarly, it will add all bar mounts and ligatures for correct maintenance of the works (sheaths, tubes, pipes, boxes, cleats, pre-frames. etc) taken by itself or other bodies of state in concrete forms.

The implementation of concrete will be made to the right of the beams and the sails. Before casting of a recovery, the former concrete will be carefully disposed of all gravât the jet of air compressed, transplanted to overhang or project outboard gravels and eliminate milt, then washed if necessary, resumption of concrete additives used according to the sheet fact of the product. No r resumption of concrete will be made in the visible parts of the works.

Stripping of the works will be carried out when the concrete will have acquired sufficient strength.

A.5.4. Test of Convenience.

It will be executed on the site before the start of the work, a concrete witness to each "workshop" of concrete. Workshop of concrete, consider a set determined position fixed or movable one site to another and which is served by determined team fixtures. The minimum number of tubes subjected to test is 9.

The actual manufacture of concrete for the construction can start, after agreement of the control, if the nominal resistance to traction and compression to 7 days, are at least equal to 75/100 minimum resistance required in 28 days. The typical 28-day compressive resistance must be at least equal to 270 bars. Otherwise should immediately repeat the test with a new composition.

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

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

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

A.6.4. Maintenance.

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

A.6.5. Security staff and third parties.

The concrete forms and structural elements, which after employment possess any nails or spikes or knobs will be immediately bald their points if they are intended to be re-used.

Otherwise, they will be immediately burnt or stored out of the site, in a no-publicly accessible location.

A.7. Acceptance of materials testing.

The DTU standards specify the result of the tests required on materials and their pace.

The resistors mentioned in the tables correspond to characteristic resistance. These tests must run by the Civil Engineering National Laboratory or any other laboratory approved by the MINTP, at the expense of the company.

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

ORIGIN OF MATERIALS

As shown on table 13

CHAPTER TWO: EXECUTION OF WORKS

A.1.1. General Instructions

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

A.1.2. Security.

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

A.1.3. Traffic

The contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction

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

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

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

B-TECHNICAL CONDITIONS FOR EXECUTION

- 1) **STRUCTURE AND EXECUTION PLANS:** It is the duty of the project owner to provide all the structure and the execution plans to the contractor.
- 2) **PRILIMINARY WORKS:** The contractor shall obtain authorisations necessary for the realisation of works from the competent authorities. He shall also make contact with water and electricity authorities in case their lines shall be tampered with.

INSTALLATION OF WORKSITE: The contractor shall furnish the owner of the job within the shortest possible time with an installation plan showing clearly how he intends to run the site.

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

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

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

C-WORKS

materials and signboard mounted by the contractor. Access to the site shall be prohibited to the public. The contractor shall be responsible for the total security of the site.

SPECIAL TECHNICAL SPECIFICATIONS

It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the contract.

CHAPTER I: GENERAL DISPOSITIONS

Article 1: OBJECT OF THIS DOCUMENT

This book of technical specification of works schedule is aimed at setting the rules and techniques of construction of infrastructures in the zone of intervention of the public works projects. It is simplified and indicates the procedure of work envisaged for road rehabilitation

CHAPTER II: ORIGIN AND QUALITY OF MATERIALS

Article 4: Origin of materials

- The fine and coarse aggregates shall either be from a river or quarry crushed and has to be approved by the project engineer.
- The necessary borrow pits shall be those indicated by the project engineer after running identification tests on the materials.
- If need be, the contractor may choose other borrow pits and submit them for the approval of the project engineer whose refusal will warrant that the contractor look for new borrow pits without claiming any compensation or using those indicated.
- When a borrow pit chosen by a contractor has been approved, he shall run the necessary identification tests prescribed by the project engineer.
- The contractor may start exploiting an identified quarry only if the supervising Engineer has carried out quality control and given his authorization.
- In case of contradictory test results, the project engineer may ask the contractor to run further tests at his own cost.
- The Project engineer may withdraw the authorization at any time once the quarry no longer provides good quality material. In that case, the contractor cannot claim any compensation.
- Bush clearing, top soil removal and tree felling required for the exploitation of borrow pits shall be at the expense of the contractor and shall not be paid for as of right.

Article 5 : Quality of materials :

5.1 Fill Adjacent to Structures

Fill adjacent to structures shall meet the following basic specifications:

- No particle shall have a dimension above 50 mm;
- The Plasticity Index (PI) shall be below 30.

Moreover, fill shall be free of organic elements and be of well graded laterite identified and approved by the project engineer.

5.2 Materials for mortar and concrete

- Fine aggregate (Sand):

The contractor shall be responsible for ensuring that a deviation is created such that traffic is not obstructed on the entire stretch of the project site throughout the period of work up till provisional reception if the road was originally passable by traffic.

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

- Laboratory

Materials shall be selected and set up according to the prescriptions of these Technical Specifications and price schedule. If the Project engineer feels that the specifications for laying have not been well respected or if he doubts the quality of any lab results, he may carry out the necessary control tests or ask any other reputable laboratory to carry out tests. If the results are not up to the required standard, the contractor shall make the necessary corrections before further tests are conducted and bear the cost of laboratory expenses for this work.

- Work schedule - execution programme

The Contractor shall provide an execution programme and a work schedule which shall be followed up daily and especially updated after precise definition of works and the execution documents.

➤ PRELIMINARY WORKS

Preliminary works shall include:

- Reports drawn up by both parties of trees to be filled and the surface area to be cleared and deforestation required, then execution of such tasks.
- Positioning of the actual location of the bridge.

➤ DEFINITION WORKS

After the general clearance of the site from the report drawn up during the preliminary visit, the contractor and the project engineer shall carry out a penetrometer test (bearing capacity test) to determine the actual depth at which the footing of the bridge would commence and there after a report shall be signed on the basis of the final working document.

➤ EXECUTION DOCUMENTS

After definition of the works described by the Project engineer, the contractor shall prepare five copies of the following performance documents, in accordance with the contract documents and submit them to the project engineer within a period of at least 15 days before any start and performance of corresponding works.

- Site log book
- Site minutes book
- Quantities corresponding to works.
- Registered JO
- Work program

➤ SITE INSTALLATIONS:

This should be done at least at 500m from an existing river and consist of:

The installation of personnel and site huts necessary for the accomplishment of the works closer to the site;

The fabrication of 02 project information boards to be placed at the two ends of road project;

The fabrication of small site signalization boards.

The project information boards have to be in conformity with the project model.

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

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

➤ **SHAPING OF THE ROAD PLATFORM:**

This activity consist of the opening up of the enclaved section of the road to the requested largeness of 5m, the cut and fill of some portions, shaping of the plateform through cut or fill to the required slope manually.

➤ **CLEANING OF EXISTING DITCHES AND OUTLETS :**

This activity shall comprise :

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

➤ **REINFORCED CONCRETE CULVERTS:**

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

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

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

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

It includes in particular:

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

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

CHAPTER FOUR: MECHANISMS FOR THE PROTECTION OF THE ENVIRONMENT

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

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

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

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

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MEZAM LINKING BAGMANDE - ASONGKAH TO ALABUKAM IN MANKON BAMENDA II SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.PHASE I

No	RIVER	HEIGHT (ML)	WIDTH(ML)	SPAN (ML)	ROAD	PK		
1	MEZAM	4	6	12	BAGMANDE-ASONGKAH	4+500		
S/No	DESCRIPTION					Unit	UP IN FIGURE	UP IN WORD
	Series 000-Installation							
1	Site installations					LS		
2	mobilisation and demobilisation of equipment					LS		
3	Project information sign post					LS		
4	Work execution program and as built plan					LS		
5	Geotechnical studies					LS		
	Total installation							
	Series 100: Site preparation							
101	Site clearance					m2		
102	Traffic flow (diversion of water course/road)					LS		
103	Setting out of the bridge					LS		
	Total Site preparation							
	Series 200: General Earth works							
201	Excavation of trenches					m3		
202	Backfilling of excavation					m3		
	Total General Earth works							
	Series 300 -FOUNDATION- ABUTMENT- DECK- WING WALL-							
301	Hard core					M3		
302	Stone masonry works for foundation abutment and wing walls					m3		
304	Lean concrete dosed at 150Kg/m3					m3		
305	reinforced concrete dosed at 350Kg/m3 for the footings					M3		
306	Reinforced concrete dosed at 400Kg/m3 for the beam seat, slab and kerbs					m3		
307	reinforce concrete 15cm thick dosed at 350Kg/m3 for the bridge's raft					m3		
308	Transitional Slab(1mx0.1x8)cm length on both sides of the bridge					m3		
309	IPE 300 for rib beams					ML		
310	IPE 500 for beams including all contingencies					ML		
311	Anchor of rods HA25 to a rock					ML		
312	Drainage material behind the abutment					M3		
	Total Fondations- abutments- deck- wing wall							
	Series 400 - EQUIPMENT							

206	moulding of the road road surface	M ²		
	SUB TOTAL			
	LOT 300: DRAINAGE			
301	Supply and putting in place of mettaliqne culvert ø800mm	ml		
302	Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm	U		
303	Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm	U		
306	Construction of stone masonry trapezoidal ditches of 100cm x 70cm x 30cm	ml		
307	construction of a reinforce concretet Box culvert 1.5x1.5	ml		
	SUB TOTAL			
		TOTAL WITHOUT TAXES		
		VAT (19.25%)		
		AIR (2.2% or 5.5%)		
		TOTAL TTC		
		NET TO BE PAID		

BILL OF QUANTITIES AND ESTIMATES FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MEZAM LINKING BAGMANDE - ASONGKAH TO ALABUKAM IN MANKON BAMENDA II SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.PHASE 1

No	RIVER	HEIGHT (ML)	WIDTH(ML)	SPAN (ML)	ROAD	PK				
1	MEZAM	4	6	12	BAGMANDE-ASONGKAH	4+500				
S/No	DESCRIPTION					Unit	QTY	Unit price	Total	
	Series 000-Installation									
1	Site installations					LS	1.00			
2	mobilisation and demobilisation of equipment					LS	1.00			
3	Project information sign post					LS	1.00			
4	Work execution program and as built plan					LS	1.00			
5	Geotechnical studies					LS	1.00			
	Total installation									
	Series 100: Site preparation									
101	Site clearance					m2	246.46			
102	Traffic flow (diversion of water course/road)					LS	1.00			
103	Setting out of the bridge					LS	1.00			
	Total Site preparation									
	Series 200: General Earth works									
201	Excavation of trenches					m3	665.00			
202	Backfilling of excavation					m3	302.00			
	Total General Earth works									
	Series 300 -FOUNDATION- ABUTMENT- DECK- WING WALL-									
301	Hard core					M3	106.00			
302	Stone masonry works for foundation abutment and wing walls					m3	252.00			
304	Lean concrete dosed at 150Kg/m3					m3	4.32			
305	reinforced concrete dosed at 350Kg/m3 for the footings					M3	34.00			
306	Reinforced concrete dosed at 400Kg/m3 for the beam seat, slab and kerbs					m3	38.90			
307	reinforce concrete 15cm thick dosed at 350Kg/m3 for the bridge's raft					m3	11.70			
308	Transitional Slab(1mx0.1x8)cm length on both sides of the bridge					m3	2.00			
309	IPE 300 for rib beams					ML	28.00			
310	IPE 500 for beams including all contingencies					ML	48.00			

	LOT 200 EARTH WORK				
201	Grass clearing	m ²	2,750.0		
204	Grading of the road with ditches and offshoot	m ²	36,000.0		
205	Fill with laterite from borrow pit	m ³	2,555.0		
206	moulding of the road road surface	M ²	36,000.0		
	SUB TOTAL				
	LOT 300: DRAINAGE				
301	Supply and putting in place of mettallique culvert ø800mm	ml	18.0		
302	Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm	U	3.0		
303	Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm	U	3.0		
306	Construction of stone masonry trapezoidal ditches of 100cm x 70cm x 30cm	ml	750.0		
307	construction of a reinforce concretet Box culvert 1.5x1.5	ml	7.0		
	SUB TOTAL				
		TOTAL WITHOUT TAXES			
		VAT (19.25%)			
		AIR (2.2% or 5.5%)			
		TOTAL TTC			
		NET TO BE PAID			

THIS ESTIMATE IS CLOSED AT THE SUM OFCFA

DESIGNATION :Studies and site installation					
No	Daily out put		Total quantity	Unit	Duration of activity
		No			
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MECHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANOUS	Type	Unit	Unit cost	Quantity	Amount

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAMENDA II

COMMUNE DE BAMENDA II

MANKON



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

MEZAM DIVISION

BAMENDA II SUB-DIVISION

BAMENDA II COUNCIL

MANKON

CONTRACT or JOBBING ORDER No _____ JO/TC/TCITB/2024

Awarded after

OPEN NATIONAL INVITATION TO TENDER No .../ONIT/BIIC/BIICITB/2024 OF .../.../2024 FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MEZAM LINKING BAGMANDE - ASONGKAH TO ALABUKAM AND REHABILITATION OF ROAD FROM BAGMANDE-ASONGKAH - ALABUKAM AND ALANKIE QUARTER (6KM) IN MANKON PHASE II IN BAMENDA II COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.

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 _____

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Document No. 11: Forms and models to be used by bidders

Annex No. 1: Model tender

I, the undersigned _____ [indicate the name and capacity of signatory]

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

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

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

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

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

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

Signature of.....

in the capacity of.....duly authorised to sign the bids on behalf

of.....

Annex No. 3: Model final bond

Bank:

Reference of the bond: No _____

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

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

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

We, _____ *[name and address of bank]*

Represented by _____ *[name of signatories]*,

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

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 5: Model of performance bond (Retention fund)

Bank: _____

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner]*

[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

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

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

Whereas we have agreed to provide the Contractor with this guarantee,

We, _____ *[name and address of the bank]*,

Represented by _____ *[names of signatories]* and hereinafter referred to as "the bank",

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

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

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release issued by the Project Owner.

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

...../ONIT/BIIC/BIICITB/2024 OF .../.../2024 FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MEZAM LINKING BAGMANDE - ASONGKAH TO ALABUKAM AND REHABILITATION OF ROAD FROM BAGMANDE-ASONGKAH - ALABUKAM AND ALANKIE QUARTER (6KM) IN MANKON PHASE II IN BAMENDA II COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION

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 Bamenda II Municipal treasury
A.6	A bid bond of 2,600,000 FCFA 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 taxpayers card, delivered by the chief of center of Taxes.
A.11	Plan of Attestation of localization of company stamped and signed
A.12	A group agreement if necessary
A.13	Power of attorney if necessary

The absence or the nonconformity of the one of these documents will result to the elimination of the offer

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

General presentation of the Tender Files		
<ul style="list-style-type: none"> -Document spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender 		
B.1	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS	
B.1.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of acceptance or attestation of clearances of works executed. (minutes of final acceptance for up to 2018 projects) Minimum acceptable: 02 Contracts realized in the domain of building construction over the past 03 years	
	1 st Reference	
	2 nd reference	

B.6	Attestation of site visit signed by the Contractor		
B.7	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.8	Special Technical Clauses initialed in all the pages and last page signed		
B.9	Special Administrative Clauses completed and initialed in all the pages and last page signed		

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

Il s'agit notamment:

A. Eliminary criteria

1. Absence of a document in the administrative file;
2. False declaration or falsified documents;
3. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
4. Non-compliance with model bid
5. Incomplete financial file;
6. Absence of a quantified unit price;
7. Non respect of **75%** of essential criteria;
8. Name of company suspended by MINMAP
9. Financial situation below a third of the estimated cost

B. Essential criteria

1. General presentation of the Tender Files;
2. References of the company in building construction;
3. Quality of the personnel;
4. Technical organization of the works;
5. Safety measures on the site;
6. Logistics;
7. Attestation and report of site visit signed by the Contractor;
8. Special Technical Clauses initialed in all the pages and signed at the end;
9. Special Administrative Clauses completed and initialed in all the pages and signed at the end.

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 eliminary criteria and at least **75%** of the essential criteria.

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 way (**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 eliminary criteria and at least **75%** of the essential criteria.