

FC 00819/2024/MOA/BCC/CRPW/DAO

REPUBLIC OF CAMEROON  
Peace-Work-Fatherland  
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REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
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## OPEN NATIONAL INVITATION TO TENDER

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## TENDER FILE

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### PROJECT OWNER:

THE CITY MAYOR OF BAMENDA CITY COUNCIL

### CONTRACTING AUTHORITY:

THE CITY MAYOR OF BAMENDA CITY COUNCIL

### TENDER BOARD:

BAMENDA CITY COUNCIL INTERNAL TENDERS BOARD

**TENDER FILE N° 007/ONIT/BCCITB/2024 OF 31/07/2024 FOR  
THE MAINTENANCE OF SOME EARTH ROADS IN  
BAMENDA III SUB DIVISION**

**FUNDING: BAMENDA CITY COUNCIL 2024 BUDGET HEAD: 610 107**

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**JULY 2024**

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# Document n° 1: Invitation to Tender (IT)



#### **9. Consultation of tender file:**

The file may be consulted during working hours at the **Bamenda City Council, Department of Technical Services at Mulang Tel: 677 144 131/675 102 929** upon publication of the invitation to tender.

#### **10. Acquisition of tender file:**

The file may be obtained from the Bamenda City Council, Department of Technical Services at Mulang Tel: 677 144 131/677 047 095 upon publication of the invitation to tender against payment of the non-refundable sum of **fifty-four thousand five hundred (54,500) Francs CFA**, payable at Bamenda City Council Treasury under the budgetary head 712 101.

#### **11. Submission of bids:**

Each bid drafted in English or French shall be signed by the bidder or by a duly authorized representative and presented in six (06) copies including the original and five (05) copies marked as such. These shall be submitted in one sealed pack containing three (3) envelopes; (A: Administrative file, B: Technical file, C: Financial file). The sealed pack shall bear no information on the enterprise, and should reach Bamenda City Council on or before the **28/08/2024** not later than **10.00 am** local time and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER N° 007/ONIT/BCC/ITB/2024 of 31/07/2024 for the maintenance of some earth roads in Bamenda III Sub-Division.

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

#### **12. Admissibility of bids**

For fear of being rejected, only originals or true copies certified by the issuing service or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice except CNPS with a validity of one month.

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

#### **13. Opening of bids:**

The opening of the bids in one phase shall be done on the **28/08/2024, at 11.00 am** prompt in the Conference Hall of the Bamenda City Council by the Internal Tenders Board. Bidders may attend or may be duly represented by a mandated person of their choice.

#### **14. Evaluation criteria**

The evaluation of bids shall be carried out in three stages:

- 1<sup>st</sup> Stage: verification of the conformity of each administrative document;
- 2<sup>nd</sup> Stage: Evaluation technical bids;
- 3<sup>rd</sup> Stage: Analyses of Financial bids.

The criteria of evaluation shall be as follows:

##### **14.1-Eliminatory criteria**

- Absence of bid bond or its equivalent;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- Non-compliance with bid model;
- Omission of a quantified task on the bill of quantities and cost estimates
- Technical mark of less than 80%;
- Acceptance on the condition of the contract;

**14.2. Main Qualification criteria:** The criteria relating to the qualification of candidates could indicatively be on the following:

- Financial situation
- Experience
- Personnel
- Equipment.
- Methodology/organization of the site

#### **15. Award**

The contract shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of technical quality and lowest bid, confer article 99 of the public contracts code.

#### **16. Validity of bids**





MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT  
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## BAMENDA CITY COUNCIL

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INTERNAL TENDERS BOARD

### AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 007/AAONO/CIPM/CUB/2024 du 31/07/2024 pour les travaux d'entretien de certaines routes en terre dans l'arrondissement de Bamenda III.**

**1. Objet de l'Appel d'Offre**

Dans le cadre de l'exécution du budget d'investissement de l'exercice 2024 pour la Communauté Urbaine de Bamenda, le Maire de la ville auprès de la Communauté Urbaine de Bamenda lance un Appel d'Offres national ouverte pour le projet susmentionné.

**2. Consistance des travaux**

Les travaux comprennent notamment :

- Installation du chantier;
- Nettoyage et Terrassement;
- Assainissement;
- Déplacement des réseaux.

**3. Délais d'exécution**

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de deux (02) Mois.

**4. Allotissement**

Les routes comme indiqué dans le tableau ci-dessous sont regroupés dans un unique lot.

S/N	Route	LONGUEUR (Km)
Troncon 1	NTAMBESI JUNCTION – PNEU JUNCTION	0.63 km
Troncon 2	PRESBYTERIAN CHURCH NTAMBESI – GENDARMERIE NTAMBESI – INTER NDAMUKONG STREET	0.95 km
LONGUEUR TOTAL		1.580 km

**5. Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de trente-cinq millions huit cent seize mille quatre cent quatre-vingt-dix-neuf (35, 816,499) FCFA TTC.

**6. Participation et origine**

La participation au présent appel d'offres est ouverte à toute entreprise Camerounaise spécialisée dans les travaux publics et bâtiment.

**7. Financement**

Les travaux objet du présent appel d'offres seront financés par le Budget d'Investissement Public de la Communauté Urbaine de Bamenda au titre de l'exercice 2024 sur la ligne d'imputation 610 107

**8. Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives une cautionnement provisoire (garantie bancaire de soumission) ou son équivalent établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agréé par le Ministère des Finances et d'un montant de Sept cent seize mille trois cent trente (716,330) Francs CFA valable trente (30) jours après l'expiration de la validité des offres.



- Moyens logistiques/equipment;
- Méthodologie/Organisation des travaux;

**15. Attribution**

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la **techniquement qualifiée et moins-disant**, conformément à l'article 99 du Code des lettres commandes Publics.

**16. Durée de validité des offres**

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre -vingt -dix (90) jours, à compter de la date limite fixée pour la remise des offres.

**17. Renseignements complémentaires**

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à la Communauté Urbaine de Bamenda au Secrétariat de la Direction des Services Techniques, Communauté Urbaine de Bamenda, porte 15, Tel : 677 14 41 31/675 102 929.

Bamenda, le **31 JUL 2024**

**Le Maire de la ville,  
Communauté Urbaine de Bamenda,  
(AUTORITÉ CONTRACTANT)**



**ACHOBONG TAMBENG PAUL**

**Ampliations :**

- (1) ARMP (pour publication et archivage);
- (2) Présidents CIPM (pour information);
- (3) Affichage (pour information);
- (4) Service de Contrats/Archives



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(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 Delegated Contracting Authority, Delegated Contracting Authority or his/her immediate collaborators.

### **Article 5: Building materials, materials, supplies equipment and authorized 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 this 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 offer, bidders must:

- (a) submit a power of attorney making the signatory of the offer bound by the offer; and
- (b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

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

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

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

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

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



8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his/her offer.

### **Article 9: Clarifications on the Tender File**

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 Delegated Contracting Authority's address indicated in the Special Regulations of the invitation to tender. 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 offers.

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

9.2 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public Contracts award procedure may lodge a complaint to the Contracting Authority.

9.3 The complaint must be addressed to the Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of public Contracts and the chairperson of the Tenders Board.

It must reach the Contracting Authority or Delegated Contracting Authority not later than fourteen (14) days before the opening of bids.

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

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

10.1 The City Mayor Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his/her 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 to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

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

## **C Preparation of offers**

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

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

### **Article 12: Language of offer**



In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) 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 Invitation to Tender, the bidders present offers 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: Offer 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 offers, shall be included in the prices and in the total amount of the offer 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 a price revision.

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

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

15.1 The amount of the offer shall be entirely made in the national currency (CFA franc). The amount of the offer, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in the CFA francs.

#### **Article 16: Validity of offers**

16.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.

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

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



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

- 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 writing or by telex 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 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 offers shall not be a reason for disqualification.

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

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the offer must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the offer.
- 20.3 The offer shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the offer.

## **D. SUBMISSION OF OFFERS**

### **Article 21: Sealing and marking of offers**

- 21.1 The bidder shall seal the original and each copy of the offer in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
  - a) Shall be addressed to the Contracting Authority at the address indicated in the Special Regulations;



- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 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 and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Offers (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 offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 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 ARMP an initialled copy of the offers presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public Contracts, the Delegated Contracting Authority or Contracting Authority.
- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
- The Independent Observer attaches to his/her report the sheet that was handed to him, including any related commentaries or observations.

## **Article 26: Confidential character of the procedure**

- 26.1 No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given neither to bidders nor to any person concerned with the said procedure before the announcement of the award.
- 26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his/her award decision may cause the rejection of his/her offer.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority with reasons having to do with his/her offer may do so in writing.



- (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 offer shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the lowest bid refuses the correction thus carried out, his/her offer 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 of financial offers**

- 32.1 Only offers considered as being in conformity, 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 offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
  - b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
  - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of 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 the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.
- The Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.



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

- 38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board and the competent Specialised Contracts Control Board, where need be for approval.
- 38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 38.3 The contract must be notified to the holder within five (5) days of its date of signature.

### **Article 39: Final Bond**

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in place of the guarantee, provide a statutory link or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.



References of the General regulations	General												
1	<p><b>Definition of works:</b> Maintenance of some earth roads in Bamenda III Sub-Division following the characteristics defined in the technical specification and the quantities given in the estimate. The works are regrouped in single lot and shall be done on the following roads.</p> <table><tr><th>S/N</th><th>Road</th><th>LENGTH (Km)</th></tr><tr><td>Stretch 1</td><td>NTAMBESI JUNCTION – PNEU JUNCTION</td><td>0.63 km</td></tr><tr><td>Stretch 2</td><td>PRESBYTERIAN CHURCH NTAMBESI – GENDARMERIE NTAMBESI – INTER NDAMUKONG STREET</td><td>0.95 km</td></tr><tr><td colspan="2">TOTAL LENGTH</td><td>1.580 km</td></tr></table> <p><b>Name and address of the Contracting Authority:</b> The City Mayor Bamenda City Council.</p> <p>Reference of Invitation to Tender: N° 007/ ONIT/BCCITB/2024 of 31/07/2024</p>	S/N	Road	LENGTH (Km)	Stretch 1	NTAMBESI JUNCTION – PNEU JUNCTION	0.63 km	Stretch 2	PRESBYTERIAN CHURCH NTAMBESI – GENDARMERIE NTAMBESI – INTER NDAMUKONG STREET	0.95 km	TOTAL LENGTH		1.580 km
S/N	Road	LENGTH (Km)											
Stretch 1	NTAMBESI JUNCTION – PNEU JUNCTION	0.63 km											
Stretch 2	PRESBYTERIAN CHURCH NTAMBESI – GENDARMERIE NTAMBESI – INTER NDAMUKONG STREET	0.95 km											
TOTAL LENGTH		1.580 km											
2	Execution deadline: two (02) Months												
3	<p><b>Source of financing</b></p> <p>Works referred to in this invitation to tender shall be funded by the Bamenda City Council 2024 Budget under the budgetary Head 610 107</p>												
4	List of pre-qualified candidates. Not applicable												
5	Origin of materials, equipment, and supplies: The materials will generally be from local materials in Cameroon or imported.												

#### **ARTICLE 6 Evaluation criteria**

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

##### **A Eliminatory criteria**

- Absence of bid bond or its equivalent;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- Non-compliance with bid model;
- Omission of a quantified task on the bill of quantities and cost estimates;
- Technical mark of less than 80%;
- Acceptance on the condition of the contract;

##### **B Essential criteria**

- Financial situation
- General presentation of the tender files;
- References of the company in similar achievements;
- Quality of the personnel requested;
- Attestation and report of site visit;
- Technical organization of the works,
- Equipment put aside for this project,
- Special Technical Clauses initialled in all the pages and signed, stamped and dated on the last page;



A.6	A bid bond issued by a first rate-financial institution or insurance establishment approved by the Ministry in charge of Finance in conformity with COBAC conditions as of the table above.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis-à-vis the Fund; the attestation valid within the given time.
A.9	An attestation of fiscal conformity
A.10	Copy of recent taxpayer's card, delivered by the chief of center of Taxes.
A.11	Location plan of the Company signed by the bidder on honour
A.12	Power of attorney if necessary
A.13	Group agreement where applicable
A.14	Special Technical Clauses initialed on all the pages and signed, dated and stamped on the last page.
A.15	Special Administrative Clauses completed and initialed on all the pages, signed, dated and stamped on the last page.

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

<b>A. General presentation of bids</b>	
- Presence of all documents .....	yes/no
- Properly bound.....	yes/no
- Table of content .....	yes/no
- Separators in colour apart from white.....	yes/no
- Order prescribed respected.....	yes/no
- Clearness of the documents.....	yes/no
<b>TOTAL A</b>	<b>/6</b>
<b>B. References of the company in similar works for the past five (05) years:</b>	
References of the company in similar works for the past five (05) years:	
- 02 certified copies of similar contracts (1 <sup>st</sup> and last pages) and minutes of reception	yes/no
<b>TOTAL B</b>	<b>/4</b>
<b>C. Equipment</b>	
- Proof of ownership or hired of 2 trucks .....	yes/no
- Proof of ownership or hired of a grader .....	yes/no
- Proof of ownership or hired of a front head loader .....	yes/no
- Proof of ownership or hired of a front head loader .....	yes/no
- Proof of ownership or hired of a pick-up	yes/no
Proof of ownership or hired of a compactors (cylinder)	yes/no



	<b>TOTAL D</b>	<b>/24</b>
<b>E. The methodology of intervention and execution of work</b>		
- Attestation of site visit		yes/no
- Site visit report with pictures duly signed by presenter		yes/no
- Site organisation in teams or options		yes/no
- Description of the socio - environment measures for site protection		yes/no
- Dispositions previewed for the security of personnel and other users		yes/no
- Use of local manpower		yes/no
- STC dully initialled and dated on each page and signed on the last page		yes/no
- Coherent planning with respect to tasks		yes/no
- Manpower deployment plan		yes/no
- Material deployment plan		yes/no
- Organisational chart of the enterprise		yes/no
	<b>TOTAL E</b>	<b>/11</b>
<b>F- Pre-financing</b>		
Attestation of credibility shall be at least 75% of the bid price.....		yes/no
	<b>TOTAL F</b>	<b>/1</b>
<b>GRAND TOTAL = TOTAL (A+ B + C+ D + E + F)</b>		<b>/57</b>

The second Internal Envelope shall be labeled <<ENVELOPE A: FINANCIAL DOCUMENTS>> and shall contain the following:

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

#### **ARTICLE 9: Currency of payment**

This National Invitation to tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the 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 price schedule is expressed in figures and letters and in six (06) 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 based on the economic condition into force in Republic of Cameroon at the date of submission of bids.

#### **ARTICLE 10: Transport and delivery**

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

#### **ARTICLE 11: Guarantee and retention guarantee**

##### **11.1 Provisional guarantee**

The amount of the provisional guarantee or guarantee of tender is fixed as of the table above.



## Document n°4: Special Administrative Conditions (SAC)



## CHAPTER I: GENERAL

### Article 1: Subject of Contract

The subject of this Contract shall be the maintenance of some earth roads in Bamenda III Sub Division

### Article 2: Contract award procedure

This Contract is awarded by Open National Invitation to Tender N° 007/ONIT/BCCITB /2024 of 31/07/2024

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

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

- ✓ The Contracting Authority shall be **The City Mayor** of the Bamenda City Council. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- ✓ The Contract Manager shall be **The Director of Technical Services in the Bamenda City Council**. In this capacity, he shall ensure the respect of the administrative, technical and financial clauses of this contract.
- ✓ The Contract Engineer shall be **the Divisional Delegate of MINTP for Mezam**. He shall validate the different crucial phases of work done, from the installation of the Contractor to the Provisional Technical Reception.
- ✓ **The Regional Delegation of MINMAP North West** shall carry out unannounced control for the execution of this project
- ✓ **The Contractor** shall be the holder of the contract in the above subject

#### 3.2 Security

This Contract may be used as security subject to any form of transfer of the debt.  
In this case:

- The authority in charge of ordering payment shall be **The City Mayor Bamenda City Council**.
- The body or official in charge of payment shall be **The Treasurer Bamenda City Council**.
- The official competent to furnish information within the context of execution of this Contract shall be **The Director of Technical Services Bamenda City Council**.
- The authority in charge of clearance shall be **The Specialised Finance Controller of the Bamenda City Council**

#### 3.3 Duties of the Control Mission, Project Manager (Not applicable)

##### 3.3.1 Control Missions [to be specified]. (Not applicable)

### Article 4: Language, law and regulation applicable

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

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

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

### Article 5: Constituent documents of the Contract (Article 4 of GAC)

The constituent Contractual documents of this Contract are in order of priority:

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



23. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
24. The MINCOMMERCE Decree setting the Price List
25. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of markets reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
26. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
27. Unified Technical Documents (DTU) for building works;
28. Applicable standards;
29. Other instruments specific to the domain concerned with the Contract.

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

7.1 All notifications and written communication within the framework of this Contract shall be sent to the following address:

- a) In the case where the contractor is the addressee : beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Contract Manager and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.
- b) In case where the Contracting Authority is the addressee: correspondences shall be addressed to: The City Mayor of Bamenda City Council with copies to the Contract Manager and the Contract Engineer.

7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Contract Manager.

**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 Contract Manager with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer and the Paying Body, where applicable.
- 8.2 Upon proposal by the Contract Manager, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer, 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, the Regional Delegation of Public Contract North West and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Manager with a copy to the Contract Manager, the Regional Delegation of Public Contract North West.
- 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 the



The retention fund shall be set at 10 % of the amount of the Contract, inclusive of all taxes.  
The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the Contractor.

### **11.3 Guarantee of start-off advance**

The contractor may be granted a start off amount of 20% of the contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

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

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

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

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

The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. \_\_\_\_\_ OPEN in the name of the Contractor in the \_\_\_\_\_ bank.
- b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account N°. \_\_\_\_\_ OPEN in the name of the Contractor in \_\_\_\_\_ bank.

### **Article 14: Price variation (Article 20 of GAC)**

29.1 Prices shall be firm.

- a. Payments on account made to the Contractor as advances shall not be revisable.
- b. Revision shall be "frozen" upon expiry of the Contractual time-limit, except in the case of price reductions.

29.2 Price updating modalities (Not applicable)

### **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 *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;



*Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract.*

*Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.*

*The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.*

*The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.*

*The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.*

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

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

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

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

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

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

- a) One two thousandth ( $1/2000^{\text{th}}$ ) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the Contractual time-limit;
- b) One thousandth ( $1/1000^{\text{th}}$ ) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

#### **B. Specific penalties**

23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

- Late submission of final bond;
- Late submission of insurances, shall be one five thousandth ( $1/5000^{\text{th}}$ ) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor shall be one five thousandth ( $1/5000^{\text{th}}$ ) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;

### **Article 24: Payment in case of a group of enterprises (article 33 of the GAC)**

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 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.



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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **two (02)** calendar months.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

**Article 32: Roles and responsibilities of the Contractor (article 40 of the CAG)**

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

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

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

The Project Owner shall make available the site and access ways to the Contractor at the appropriate time as the works progress.

**Article 34: Insurance of structures and civil liabilities (article 45 of GAC)**

The Contractor shall take out a third party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

**Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)**

**35.1 Programme of works, Quality Assurance Plan and pegging map.**

a) Within a maximum deadline of *fifteen (15) days* from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in *six (6)* copies for the approval of *project owner after the endorsement of the Contract Engineer* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

This programme shall be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

- Either the indication "GOOD FOR EXECUTION";
- Or the indication of their rejection including the reasons for the said rejection.

The Contractor has eight (8) days to present a new draft. The Contract 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 Project Owner 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 engineer. 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 reception.

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.



- Findings and statement of the unexecuted task envisaged in the present contract.
- Findings relative to the completion of the work
- Findings on the quantity of works that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Contract Engineer;
- RD/MINMAP/NW (Observer);
- Contractor.

During this pre-reception, the Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the Contract.

#### **42.2 Acceptance**

The acceptance commission shall comprise:

- *The Project Owner or his representative as chairperson;*
- *The secretary General BCC as member*
- *The Contract Manager as member;*
- *The Contract Engineer as secretary;*
- *The Stores Accountant – BCC as member;*
- *RD/MINMAP as observer;*
- *The Contractor as observer.*

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and sign by all the commission members.

#### **ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION**

43.1 The contractor shall furnish within one (1) month after completion of the works five (5) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works. (for lots 2,3,4)

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

#### **Article 44: GUARANTEE PERIOD.**

The guarantee period is four (04) year from the date of the provisional acceptance.

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

Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee.

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

### **Chapter V: Sundry provisions**

#### **Article 46: Termination of the Contract (article 74 of the GAC)**

The Contract may be terminated as provided for in Decree No. 2018/366 of 20 June 2018 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.



## Document n° 5 : Special Technical Clauses (STC)



## CHAPTER I - GENERAL INFORMATION.

The technical Specifications here presented are for road works in general.

### Article 1 - LOCATION OF WORKS AND VOLUME OF WORK

The roads involved and their locations/volumes are as in the bill of quantities and cost estimates.

## CHAPTER II - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

### Article 2 - ORIGIN OF MATERIALS

The necessary borrow sites shall be indicated by the supervisor after running identification tests on the materials.

If need be, the contractor may choose other borrow sites and submit their identification tests for the approval of the supervisor whose refusal will warrant that the contractor look for new borrow sites without claiming any compensation or using those indicated.

When a borrow site chosen by a contractor has been approved, he should run the necessary identification tests prescribed by the supervisor.

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 supervisor may ask the contractor to run further tests at his own cost.

The Supervisor 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 sites shall be at the expense of the contractor and shall not be paid for as of right.

### Article 3 - QUALITY OF MATERIALS

#### 3.1. Fill

The fill required for the road section generally come from excavations of satisfactory quality. In case of insufficient quantity or poor quality, they will be taken from deposits situated out of the right-of-way.

Fill should be free of organic debris and should be well graded in order to facilitate compaction. Their plasticity index should be less than 40.

#### 3.2. Laterite and Scoria (Pouzzolana)

The laterite or Pouzzolana required to refill the road shall be of selected material. It should be free of organic material and have a modified dry proctor density higher than 180 T/m<sup>3</sup>, a plasticity index (PI) of between 15 and 25 and particles smaller than 25 mm.

Qualities of the laterite or Pouzzolana shall be specified on the works site by the supervisor who may immediately accept or refuse exploitation of a deposit, a deposit area, or a heap of laterite or Pouzzolana that has bulked. If the contractor objects, the Contracting Authority may conduct control tests and/or ask an approved Laboratory to conduct the density and plasticity index tests mentioned above. And where the material does not conform to specifications, the contractor shall bear the cost. Otherwise, the project will take charge of it.

## CHAPTER III - METHOD OF EXECUTION

### Article 4 - GENERAL INFORMATION

#### 4.1. 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 occur 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 on the works site. Organisation of work and security on the works site shall be the responsibility of the contractor.

#### 4.2. 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 of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the Contractor and in case of any breach of contract by the latter, the Supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the Contractor.

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

#### 4.3. Laboratory



The earthworks should as much as possible be minimized by fixing the longitudinal profile such as to directly reuse on the road section, all the good materials from the earth works which are accepted by the Supervisor. Materials rejected shall be properly spread out on the right-of-way or taken to spoil as instructed by the Supervisor.

Special attention should be paid to the slope which should not be less than 4% on both sides of the centre line of the cross section and could reach 8% in the curves.

The compaction required for the road section shall be 95% of the dry modified optimum proctor density. To obtain this result, the contractor shall scarify the existing road if necessary before reshaping it. He shall carry out a minimum of two passes with a compaction equipment approved by the Supervisor over the entire surface of the road section and water such surface whenever necessary during compaction.

Provisional acceptance of the road section shall take place before surfacing. Where the Supervisor is not satisfied with the job done or if he doubts the compaction results, he could conduct control tests or request an approved laboratory to do so. If more than 20% of compaction tests are below specification, the Contractor shall repeat the compaction before any further tests are conducted and at his expense. Otherwise,

A trial patch shall be carried out at the beginning of works in order to define the compaction equipment unit and the number of passes necessary to obtain the required compaction.

Earthworks could be manual in accordance with the technical specifications and price schedule after the approval of the Supervisor.

Article 9 -

**FILL FROM BORROW PITS**

If the Supervisor observes a shortage in good quality materials from the excavations, the material required to complete the road section shall be taken from the remains of the laterite quarries or other deposits. They should meet the specifications of Article 3.1 of these technical specifications.

Article 10 -

**REGRADE OF EXISTING ROAD**

Where the existing road is wide enough and requires no further earth works the contractor shall reshape the road using a grader such as to give it a cross section that conforms to the typical drawings. Such reshaping must respect the rules (putting of materials in cordons, watering, levelling off and followed by compaction such as not to lose materials. The minimum degree of compaction required is 95% of the Modified Optimum Proctor Density. Geotechnical test at an interval of every 500m shall be conducted to determine this density with a reference proctor for every 5km stretch for uniform soil texture, otherwise two reference proctors for the two extremes of the soil

Article 11 -

**REFILLING OF ROAD**

Refilling shall be done with laterite or scoria according to the required profile, on a minimum thickness of 10 cm measured after compaction. The cross section should correspond to that specified for the road section.

The required compaction of the surfacing shall be 95% of the dry modified optimum Proctor density. To obtain this result, the Contractor shall use laterite or volcanic scoria bulked, reserved and approved according to the requirements of these technical specifications and at least four passes of compaction equipment previously approved by the Supervisor on the entire surface of the surfacing course and water this surface whenever necessary during compaction. Geotechnical test at an interval of every 200m shall be conducted to determine this density

Where the Supervisor is dissatisfied with the job done or doubts the compaction results, he shall at his own expense conduct control tests and where necessary ask an approved laboratory to do so. If on a section, more than 20% of compactness tests are below standards, the contractor will repeat compaction and new tests will be conducted before acceptance of the section. Expenses for such laboratory tests shall be borne by the contractor. The Supervisor shall check the thickness of the layer.

No thickness below 10cm shall be tolerated. If measuring reveals less than 10cm, the corresponding section shall be further scarified, refilled and compacted until the required thickness and degree of compaction is obtained.

In such a case, laboratory expenses shall be borne by the contractor. Just as defined in Article 8 above, a patch shall be carried out before the works.

**CHAPTER IV - WORKS EVALUATION METHOD**

**A - ROADWAY**

**1 - CLEARING**

**B - ROAD GRADING**



### **TASK No. 5: FILL FROM BORROW PITS**

#### **I - DESCRIPTION OF WORKS**

These works will consist of using materials selected and approved by the Supervisor which will be required for the elimination of difficult obstacles: dips, mires, rocky sills, road section profiling in seriously damaged areas and access fill on new works under the roadway (culverts, box culverts, temporary bridges) as well as the total or partial longitudinal section of a road submerged during the rainy season.

#### **II - METHOD OF EXECUTION**

Before the beginning of the works, the amount of work to be done by section shall be measured separately by the parties and as accurately as possible regardless of the method of execution used.

Materials shall be obtained from deposits approved by the Supervisor. They must have the following characteristics:

- < 40 plasticity index.
- <sup>3</sup>20 C.B.R for the whole fill except for the last thirty (30) centimetres of fill where the C.B.R must be <sup>3</sup>20 and the dry density at 95% MOP.

Before supplying and levelling the materials, the road section shall be graded with a view to flattening out bumps and strengthening the sub-soil.

The contractor shall bear all the costs of exploiting borrow pits and quarries and in particular, compensation for any expropriation, the opening and development of access roads, clearing and tree felling, removal of topsoil or unwanted materials, and their stockpiling away from the site. Drainage of borrow pits or quarries must be done efficiently. All provisions must be made for runoff water to flow normally away from the roadway without damaging roadside property.

No borrow pit or quarry may be created on the downward slope of the road within fifteen metres of the bedding limit. This distance increasing with the depth of the excavation. The borrow surface shall be adjusted so that water does not pond near the road. The contractor must, at his expense, build a water discharge and road protection system (guard pits, sumpholes, roadway supra-structures), in a way that will not produce flow that could be detrimental to subsequent road conservation.

Materials shall be transported to the work site in tippers or farm tractors with trailers. The fill shall be done in successive 10 cm layers for small compactors and 20 cm for big compaction machines. Materials must have an optimum moisture content so as to obtain a 90% MOP compaction for all layers, except for the last thirty (30) centimetres, where dry density shall be 95% MOP.

Upon completion of work, borrow sites must be restored or levelled at the Contractor's expense, and rehabilitated to the Supervisor's satisfaction. The area shall be levelled to avoid ponding. Top-soil and pits, where applicable shall be levelled to avoid erosion.

#### **III - PAYMENT (Price No. 5)**

This price shall apply under the general conditions of the contract to a cubic metre ( $m^3$ ) of compaction placed, the provision and use of fill material. All works be paid for as described in point II "method of execution", and shall include in particular:

- preparing of quarry or borrow sites, opening and maintaining roads and motorways in the area of exploitation.
- expropriation costs, all compensation for destruction of farmland and loss of usufruct, all extraction dues,
- opening borrow pits and quarries, as well clearing, tree -felling removing top soil and discovery.
- extraction and stocking of materials or use of existing stocks,
- providing materials on site including loading, transport within a distance of 5000m, unloading and stocking,
- spreading materials in layers compatible with compaction methods and the nature of the materials, and compaction as defined in the method of execution of works,
- spraying or airing as required for obtaining the best compaction,
- compaction by appropriate methods,
- restoration of the area and all other tasks.

### **TASK No. 6 : ADDITIONAL CHARGES FOR TRANSPORTATION OF MATERIALS BEYOND 5000m AT PRICE NO. 5**

Additional charges shall apply per cubic metre of borrow pit material used for filling transported per thousand (1000) metres of transport beyond 5000 metres.

Distance shall be measured between the centres of gravity of the quantities .

Price No. 6. This shall pay for the cubic metre kilometre ( $m^3 \times km$ ) of borrow pit used for filling.

By default, this price shall be fixed at Fcfa.  $/m^3 \times km$ .

### **TASK NO. 7: PROFILING OF THE ROAD SECTION AND SHAPE SIDE DRAIN**

#### **I - WORKS DESCRIPTION**



No borrow pit or quarry shall be opened below the road at a distance of less than fifteen meters to the boundary of the road reservations; such distance increasing with the depth of pit. The borrow site shall be such that there is no standing water near the road. The Contractor shall bear the expenses for ensuring that there is an efficient water drainage and road protection system (stand-by ditches, gully pits, underground structures) with a view to preventing run-offs that may be subsequently detrimental to the road.

The surfacing course materials shall be spread out on a minimum thickness of 10cm after compaction, on a width of between 4m and 6m, while respecting the slope of the cross section chosen.

The Gravel spread should have no constituent of a diameter of more than 75 mm. They should have the following characteristics.

- plasticity index: < 30
- CBR index:  $\geq 30$  and a 95% MOP dry density.

The Contractor shall water and compact the materials. The watering process shall be determined by homogenous zone to obtain maximum compactness with a 95% MOP dry density.

Where a small quality of materials is used measurement shall be done per bulked cubic meter supplied on the site by counting the number of trips made by previously standardized trucks. Otherwise, the quantities considered shall be the result of statements presented by both parties after the thickness has been checked by the Supervisor, by measuring the cubic volume of the compacted materials.

On completion of the works, the borrow pits shall be restored or levelled by the Contractor at this own expense and refurbished to the Supervisor's satisfaction. The grading should be done such as to prevent unwanted ponding in the site. Topsoils and where applicable ditches, shall be properly levelled to prevent erosion.

### III - PAYMENT (Price 8)

In accordance with the provisions of the contract, this price shall cover every compacted cubic meter ( $m^3$ ) of selected materials supplied and laid on surfacing course. The price shall cover all works as described under point II "method of execution" and shall comprise the following:

- preparation of borrow pits and quarries, opening and maintenance of access roads and lanes within the evacuation site;
- compensation for expropriations, if any;
- opening of borrow pits and quarries, including bush clearing, tree felling, removal of organic matter and loose soil;
- extraction of fills, their storage or restorage, when applicable;
- supply of materials on site, including loading, transportation over a distance of no more than 5000m, off-loading and storage;
- spreading of materials on a single layer at least 5cm to 10cm thick after compaction using adequate means;
- watering or aeration so as to obtain the required moisture content;
- compaction;
- the restoration of sites and others;
- and all otherworks.

### TASK No. 9 : EXTRA CHARGE TO PRICE NO. 8 FOR TRANSPORTATION BEYOND 5000 M.

The extra charge shall apply to the cubic metre of surfacing course transported per 1000 metres beyond 5000 metres. The distance shall be measured between the centres of gravity of quantities.

#### PAYMENT (Price 9)

This price shall otherwise stand at: \_\_\_\_\_ FCFA /  $m^3 \times km$ .

### TASK No. 10 : REMOVAL OF ROCKS/BOULDERS

#### I - WORKS DESCRIPTION

This operation shall entail clearing the road section and drainage network (lateral ditches, inlets and outlets of water structures...) of rock and rock outcroppings of a thickness of up to 0.2m that are likely to damage the road surface and affect its drainage and smoothness.

#### II - METHOD OF EXECUTION

The specific works shall be performed manually, using crow bars, chisels, sledge-hammers and pick axes.

The demolished material shall be removed from the site and loaded in wheelbarrows, carried away and disposed of away from the works site.

#### III - PAYMENT (Price 10)

In accordance with the general contract provisions, this price shall cover each cubic meter ( $m^3$ ) of demolished rock. It shall pay for all works as described under item II "method of execution" and shall comprise the following:

- demolition, extraction, loading, transportation of rocks away from the works site;
- and all otherworks;



This shall be a fixed amount paid for the installation of the contracting firm as described under point II.

## **CHAPTER V PROTECTION OF THE ENVIRONMENT**

### **SITE INSTALLATIONS**

The contractor shall propose to the project manager, before the start of works, the places of his site installation and solicits by a verbal notification (with it mentioned on the report) the authorization of site installation.

The location of the installations should be situated out of sensitive areas to avoid, too much grass cutting, off rooting and cutting of trees. In the installation zone, pruning and cutting down of trees whose diameter above 1m from the ground level is greater than 20cm should be done with an authorization from the Supervisor.

The site should preview adequate drainage of water in its total surface area. The areas where machines are washed and repaired should be concreted with a pit to collect the oily and greasy waters. This repair and cleaning area should have a slope towards the pit and towards the center of the platform to avoid polluted water from reaching bare ground.

At the end of works, the contractor will take all the necessary measures to keep the area in good state. The contractor should pack all his equipment including machines. He should demolish any fix installation, like foundation, concrete or metallic supports etc, demolishes the concreted area, disinfect the soil if it was contaminated. In general, he should put it back or near its original state. He is not permitted to abandon any equipment or machines on site or its environs.

Concerning where to deposit the demolished materials, the contractor should seek the authorization of the delegated project manager. These demolished materials will be covered by a layer of soil and protected from erosion:

After packing of equipment from the site, minutes will be established under the confirmations of the control mission, this will be joined to the minutes of works reception. The payment of the rest 30% of site installation will be done only after the presentation of these minutes.

### **OPENING UP OF QUARRY, DEPOSITS AND BORROW PITS**

The contractor should ask the authorizations previewed by the rules and regulations in use.

- Law n°001 of 16 April 2001 on mining code

- Decree no 2002/048/pm of 26th march 2002 fixing the modalities of law no 001 of 16th April 2001 on mining code.

He shall take charge of all costs involve which include exploitation taxes and any compensation to land owners

In case of a new borrow pit sit in needed the contractor is oblige to take authorization from the delegated project manager.(verbal authorization but mention in works report )

The following criteria should be respected

- Distances of the site should be at least 30 m from the road.
- Distance of the site should be at least 100 m from natural flowing water or water plan
- Distances of the site should be at last 100 m from residents.
- surface to be exploited should be limited to a strict minimum
- Quality of trees (on the project manager's judgment) should be preserved and protected

Areas where deposition will be done should be chosen such that it should not disturb water flows and protected from erosion.

The contractor should also take an authorization for deposition from the delegated project owner (verbal note obligatory and stated in the works report).

If the proposed site, exploitation method, and rehabilitations preview are not in conformity with environmental exigencies, the delegated project Manager would not approve its use and the contractor should propose other sites or modify exploitation method or propose other rehabilitation methods conforming to prescriptions without the contractor claiming any indemnities.

The contractor will bear all the costs of exploitation of all borrow pit sites especially opening up and maintaining the access. It also includes clearing, deforestation, removal of undesirable soil, or humus soil and disposing them off the limits of the burrow pit, including all maintenance works concerning the protection of the environment prescribed.

The contractor will execute all works necessary to keep the site in its original state. These include:

The spreading of coverage material and consequently humus soil to facilitate water percolation, vegetative growth and afforestations if prescribed.

Re-establishment of natural water flow, upstream and arrangement of retaining pits.

The suppression of dumps on the site by spreading and dissimulating big rock blocks.

Afer re-instating the borrow pit area to conformity with prescription, minutes will be written which must be presented before any payment.



## Document n° 6: Schedules of unit prices



	The SQUARE METER at ..... FCFA	
300	<b>DRAINAGE STRUCTURES</b>	
301	<p><b><u>Supply and placing of reinforced concrete culverts Ø 800</u></b> : This price remunerates under the general conditions previewed in the contract in <b>LINEAR METER</b></p> <p>the LINEAR METER at _____ Francs CFA</p>	
302	<p><b><u>Construction of culvert chambers for Ø 800 culvert</u></b>: This price remunerates under the general conditions previewed in the contract in <b>UNITS</b></p> <p>the UNIT at _____ Francs CFA</p>	
303	<p><b><u>Construction of culvert head for Ø 800 culvert</u></b>: This price remunerates under the general conditions previewed in the contract in <b>UNITS</b></p> <p>the UNIT at _____ Francs CFA</p>	
304	<p><b><u>Construction of 15x50x60 cm reinforced concrete slabs across gutters</u></b>: This price remunerates under the general conditions previewed in the contract in <b>LINEAR METER</b></p> <p>the LINEAR METER at _____ Francs CFA</p>	
400	<b>DISPLACEMENT OF NETWORK</b>	
401	<p><b><u>Displacement or maintenance of networks</u></b>: This price remunerates under the general conditions previewed in the contract in <b>LINEAR METER</b></p> <p>the LINEAR METER at _____ Francs CFA</p>	



**BILL OF QUANTITIES AND COST ESTIMATE FOR THE MAINTENANCE OF SOME EARTH ROADS  
IN BAMENDA III SUB DIVISIONS**

IN BAMENDA III SUB DIVISIONS							
Stretch 1 (ST 1): NTAMBESI JUNCTION - PNEU JUNCTION							0.63 km
Stretch 2 (ST2): PRESBYTERIAN CHURCH NTAMBESI - GENDARMERIE NTAMBESI – INTER NDAMUKONG STREET							0.95 km
TOTAL LENGTH							1.580 km
S/N	DESCRIPTION	UNIT	ST1	ST2	QTY Total	UNIT PRICE (FCFA)	AMOUNT (FCFA)
100	INSTALLATION						
101	Site installation	LS	0.5	0.5	1.0		
102	Mobilisation to and demobilisation of equipment from site	LS	0.5	0.5	1.0		
103	Geotechnical and survey studies	LS	0.5	0.5	1.0		
104	Execution program	LS	0.5	0.5	1.0		
	Sub Total 100						
200	CLEANING AND EARTHWORKS						
201	Bush clearing	m <sup>2</sup>	378.0	570	948		
202	Cut and throw	m <sup>3</sup>	315	120	435		
203	Fill from borrow pit	m <sup>3</sup>	150	1,425	1,575		
204	Cleaning of concrete and stone masonry gutters and culverts	ml	-	4.0	4.0		
205	Scarification of existing road surface and moulding of platform	m <sup>2</sup>	3,780	6,650	10,430		
	Sub Total 200						
300	DRIANAGE STRUCTURE						
301	Supply and placing of reinforced concrete culverts ø 800	ml	6.0	11.0	17.0		
302	Construction of culvert chambers for ø 800 culvert	U	1.0	2.0	3.0		
303	Construction of culvert chambers for ø 800 culvert	U	1.0	2.0	3.0		
304	Construction of 15x50x60 cm reinforced concrete slabs across gutters	ml	10.0	10.0	20.0		
	Sub Total 300						
400	DISPLACEMENT OF NETWORK						
401	Displacement or maintenance of networks	ml	0.5	0.5	1.0		
	Sub Total 300						
TOTAL WITHOUT TAXES							
VAT 19.25%							
AIR 2.2% OR 5.5%							
TOTAL WITH TAXES							
NET AMOUNT PAYABLE							
This present estimate is closed at:							



## SUB-DETAILS OF PRICES

Price N° .....  
 Designation of work.....  
 Unit .....  
 Quantity .....  
 Daily output .....  
 Duration of execution .....

SUB-DETAIL OF UNIT PRICE					
Designation of the Price:					
N° Price	Daily output	Total quantity	unit	Duration (days)	
<b>LABOUR</b>	<b>CATEGORY</b>	<b>Number</b>	<b>Daily salary</b>	<b>Dayspaid</b>	<b>Amount</b>
<b>Total A</b>					
<b>MACHINES OR EQUIPMENT</b>	<b>TYPE</b>	<b>Quantity</b>	<b>Daily rate</b>	<b>Dayspaid</b>	<b>Amount</b>
<b>Total B</b>					
<b>MATERIALS and miscellaneous</b>	<b>TYPE</b>	<b>unit</b>	<b>Unit Price</b>	<b>Consumpt.</b>	<b>Amount</b>
<b>Total C</b>					
<b>D</b>	<b>TOTAL DRY PRICE A+B+C</b>			<b>A+B+C</b>	
<b>E</b>	<b>Site expenses</b>		%	<b>D*X%</b>	
<b>F</b>	<b>Running expenses</b>		%	<b>D*Y%</b>	
<b>G</b>	<b>COST PRICE</b>			<b>D+E+F</b>	
<b>H</b>	<b>Risks + benefits</b>		%	<b>G*Z%</b>	
<b>P</b>	<b>SELLING PRICE WITHOUT TAXES</b>			<b>G+H</b>	
<b>V</b>	<b>UNIT SELLING PRICE WITHOUT TAXES</b>			<b>P/QTE</b>	





MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT  
\*\*\*\*\*

**BAMENDA CITY COUNCIL**  
\*\*\*\*\*

SECRETARIAT GENERAL  
\*\*\*\*\*

DEPARTMENT OF TECHNICAL SERVICES  
\*\*\*\*\*

**SERVICE OF PUBLIC CONTRACTS AND PROCUREMENT**  
\*\*\*\*\*

**JOBGING ORDER N° \_\_\_\_\_/JO/BCC/SG/DTS/SPCP/2024 of \_\_\_\_\_**

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER  
N°007/ONIT/BCCITB/2024 of 31/07/2024 for the maintenance of some earth roads in Bamneda III  
Sub-Division

Project Owner: THE CITY MAYOR BAMENDA CITY COUNCIL

**HOLDER :**

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

Business Registry N° \_\_\_\_\_ at  
Taxpayer's No. \_\_\_\_\_

**SUBJECT :** Execution of \_\_\_\_\_ works;

**PLACE :** \_\_\_\_\_

**EXECUTION DEADLINE :** \_\_\_\_\_ (\_\_\_\_\_) months

**AMOUNT IN CFA F:**

IAT	
EVAT	
VAT (19.25%)	
AIR (Income tax) (2.2%)	
Net to be paid	

**FINANCING** : [indicate the source of financing]

**BUDGET HEAD** : [to be completed]

SUBSCRIBED ON: \_\_\_\_\_

SIGNED ON: \_\_\_\_\_

NOTIFIED ON: \_\_\_\_\_

REGISTERED ON: \_\_\_\_\_

**Between:**

**THE BAMENDA CITY COUNCIL,**  
represented by the City Mayor of Bamenda City Council, herein referred to as



## Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)



## Document n° 10: Forms and Models to be used



## Annex N° 1: MODEL OF DECLARATION TO TENDER

### DECLARATION OF THE INTENTION TO TENDER

I the undersigned, .....(indicate the name and capacity of signatory),  
Nationality .....  
Representing the ..... company or enterprise or group with head office at .....  
..... registered in the trade register of ..... Under the number .....  
In my capacity as .....of .....PO box....., hereby  
acknowledge receipt of the file for Open National Invitation to Tender N° ..... for the  
.....

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

Done at .....

Signature of .....

In the capacity of .....

Duly authorized to sign the tenders on behalf of  
.....



### Annex N° 3: MODEL BID BOND

**Bank:**

**Reference No.** .....

Addressed to the Contracting Authority: The City Mayor Bamenda City Council

Whereas the undertaking ..... Hereinafter referred to as the "bidder" has submitted his tender on ..... for Open National Invitation to Tender N° 007/ONIT/BCCITB/2024 of 31/07/2024 FOR THE MAINTENANCE OF SOME EARTH ROADS IN BAMNEDA III SUB-DIVISION, hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to ..... CFAF.

We ..... (name and address of the bank), represented by ..... (names of signatories), hereinafter referred to as "the Bank" hereby declare to guarantee payment to the Contracting Authority of the maximum sum of ....., that the bank pledges to pay in full to the Contracting Authority, bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or

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

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

We undertake to pay the Contracting Authority an amount up to the maximum of the sum referred to above upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in its demand the Contracting Authority shall note that the amount claimed by him is due, because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

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

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

Signed and authenticated by the bank

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

(Bank's signature)



**Annex N° 5: MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)**

Bank: .....  
Reference of the Bond No: .....

Addressed to: The City Mayor Bamenda City Council  
Hereinafter referred to as "The Contracting Authority"

Whereas ..... (name and address of Contractor) hereinafter referred to "the Contractor", pledge, in execution of the Contract, to carry out the works for the maintenance of some earth roads in Bamenda III Sub-Division.

Whereas it is stipulated in the Contract that the Guarantee Retention fixed at ten percent (10%) 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 bank),  
Represented by ..... (name 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 Contracting Authority for a maximum amount of ..... (in figures and in letters) corresponding to ten percent (10%) of the Contract amount.

And we pledge to pay to the Contracting Authority 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 Contracting Authority 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 ten percent (10%) of the total amount of the works featuring in the final detailed account, without the Contracting Authority 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 derogate 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 released issued by the Contracting Authority.

Any request for payment formulated by the Contracting Authority 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]



**Annex N° 7: MODEL ATTESTATION OF SITE VISIT**

**LETTER HEAD HERE**

TO WHOM IT MAY CONCERN

**ATTESTATION OF SITE VISIT**

This is to testify that Mr

.....

Manager/Technical Director/Engineer of

.....

Has effectively visited the site for

.....

.....

..... in view to tender for the said project.

This attestation is issued to serve the purpose for which it is intended for.



**Annex N° 9: MODEL TABLE OF REFERENCE**

**LIST OF REHABILITATION AND EXTENSION PROJECTS EXECUTED BY THE COMPANY**

N°	YEAR	NAME OF THE PROJECT	NAME OF THE PROJECT OWNER AND TELEPHONE NUMBER	CONTRACT AMOUNT	CONTRACT DURATION	DATE OF ACCEPTANCE

DONE ON .....AT .....

Mr.....

SIGNATURE .....



## Document No. 11: PRELIMINARY STUDIES



## **Document N°.12**

### **LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**



## Annex/Graphical documents