

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
\*\*\*\*\*

NORTH-WEST REGION  
\*\*\*\*\*

OFFICE OF THE GOVERNOR  
\*\*\*\*\*

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

REGIONAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie  
\*\*\*\*\*

REGION DU NORD OUEST  
\*\*\*\*\*

SERVICE DU GOUVERNEUR  
\*\*\*\*\*

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

COMMISSION REGIONAL DE  
PASSATION DES MARCHES PUBLICS

**DELEGATED CONTRACTING AUTHORITY:** THE GOVERNOR OF THE NORTH WEST  
REGION

**PROJECT OWNER:** THE REGIONAL DELEGATE MINEPAT NORTH WEST

**TENDER'S BOARD:** REGIONAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER  
N° 005 /ONIT/NWRTB/GOV-NWR /2024 OF 02/01/2025  
FOR THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN  
SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION  
BY EMERGENCY PROCEDURE

Funding : BIP MINEPAT FINANCIAL YEAR 2024/2025

IMPUTATION: 9419505110000523411

## **CONTENT OF THE TENDER DOCUMENT (TD)**

- Doc 1 : Tender Notice (TN) (English and French version)
- Doc 2 : General Rules of the Tender Document (GRTD)
- Doc 3 : Specific Rules of the Tender Document (SRTD)
- Doc 4 : The special Administrative Clause document (CCAP)
- Doc 5 : The Technical Specifications document (CPT)
- Doc 6 : Schedule of Unit Prices (BPU)
- Doc 7 : Schedule of the Bill of Quantities and Cost Estimates (DQE)
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Document No. 10: Model documents to be used by bidders

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- 10.2 Model of Bid Bond (Temporary Bank guarantee for tender);
- 10.3 Model of final bid bond (final bank guarantee);
- 10.4 Model of bank guarantee for the restitution of start-up advance;
- 10.5 Model of The Attestation of site visit;
- 10.6 Model of Information on the proposed key personnel to be deployed;
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Document No. 11: Noting sheet for the Technical Bid;

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# Document No. 1: Tender Notice

# **Document 1.a**

**ENGLISH VERSION**



REPUBLIC OF CAMEROON  
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COMMISSION REGIONAL DE  
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## TENDER NOTICE

**OPEN NATIONAL INVITATION TO TENDER**  
N° 005 /ONIT/NWRTB/GOV-NWR /2024 OF 02/01/2025  
**FOR THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN  
SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION  
BY EMERGENCY PROCEDURE**

**FUNDING: PIB MINEPAT 2024/2025**  
**IMPUTATION: 9419505110000523411**

The **Governor of the North-West Region**; DELEGATED CONTRACTING AUTHORITY, initiates on the behalf of the Republic of Cameroon, an Open National Invitation to tender for the realization of the operation mentioned above:

### **1. Purpose of the Tender File:**

The purpose for this tender is the executions of works for **THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION**

### **ALLOTMENT:**

The works subject to this invitation to tender are presented in ONE lot, following the itinerary described below:

LOT	Description	Locality	Previewed Budget in fcfa (TTC)	Duration (months)
1	CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION	Mubafu Santa	41 000 000	04

2. **Description of Works :**

These works comprise of the following descriptions:

No	Description of work
Series 000	Site Installation
Tm 001	Site Installation
Tm 002	Transferring Of Equipment To And From The Site
Series 100	Clearing And Leveling
Tm 101	Clearing
Tm 108a	Backfilling With Laterite Gravel From Borrowed Pit
Series 300	Drainage
Tm 304	Cleaning Of The River Way
Tm 314	Anti-Erosion Protection(Hardcore)
Series 400	<b>Engineering Structures</b>
Tm 07	Ordinary Site Excavation
Tm 413	Stone Work For Abutment $3m < H < 4m$
Tm 414	Lean Concrete Dosed At 200kg/M3
Tm 415	Reinforced Concrete Dosed At 400kg/M3
Tm 416	Ordinary Formwork
Tm 417	Reinforced Concrete Dosed At 400kg/M3 For Slab
Series 500	Signalization And Security Equipment
Tm 501	Mixed Hand Rail With 75mm Pipe
Tm 502	Oil Paints

3. **PARTICIPATION AND ORIGIN OF BIDDERS:**

Participation in this invitation to tender is open to all registered and qualified companies based in the Republic of Cameroon.

4. **FUNDING :**

The Works on this tender are funded by **MINEPAT PIB for 2024/2025**. The previewed cost of the entire works of this Open National Invitation to tender is: **41,000 ,000** (Forty-one million) FCFA all taxes included.

5. **PERIOD OF EXECUTION :**

The entire period of execution of these Works is four (04) calendar months. This duration starts as of the date of notification of the service order to start Works.

6. **ADMINISTRATION CHARGED WITH THE SIGNING OF THE CONTRACT**

After the examination of the tender documents of the various bidders, and the choice of the successful bidder by the Delegated Contracting Authority, the contract will be signed between the latter and the delegated contracting authority who is the **Governor of the North West Region**.



7. **BID BOND (TENDER GUARANTEE) :**

The bids should be accompanied by a bid bond (Bank Tender Guarantee), established as per the indicated Model in this tender file, by a financial institution accredited by the Ministry of Finance, and of an Amount equal to: **Eight hundred and Twenty Thousand (820,000) FCFA**

To avoid being rejected, the original copy of the bid bond (Bank tender guarantee) should be produce dating less than 3 (three) months.

The bid bond shall automatically be liberated highest 30 (thirty) days upon expiration of the validity of the bids for the unsuccessful bidders. In case where the bidder is awarded the contract, the bid bond is liberated after the production of the final bond.

8. **CONSULTATION OF TENDER FILE :**

The file may be consulted during working hours at the Governor's Office, Contract Award Service, as soon as this notice is published. Room 108, Tel: 233361941/652582344

9. **ACQUISITION OF THE TENDER FILE :**

The tender file can be obtained from the office of the Delegated Contracting Authority, precisely in the office of the Governor of the North West Region situated at up station, upon presentation of a payment receipt from the public treasury, which is a non-refundable purchase fee for the tender file.

The amount for the bid acquisition stands at **55 000 (Fifty-Five thousand) Francs CFA**. Room 108, Tel: 233361941/652582344

This receipt should be able to identify the buyer as the representative of the bidder, wishing to participate in the consultation.

10. **PRESENTATION OF THE BIDS**

The bid documents will be presented in three envelopes as illustrated below:

The Envelope A containing Administrative documents (volume 1); The Envelope B containing Technical documents (Volume 2); The Envelope C containing financial documents (Volume 3).

All constituted documents (Envelopes A, B and C), will be put in a big sealed envelope bearing only the title of the Open National Invitation to tender.

The various documents in each bid will be numbered in the order of the tender file and with separators of different colors other than white.

11. **SUBMISSION OF BIDS :**

Each bid, prepared in English or in French in **(07) seven copies**, that is **(01) one original and (06) six copies** noted as such, shall be forwarded to the delegated contracting authority, notably to the Governor of the North West Region situated at up station, latest the : 24/01/2025 at 11:00am local time bearing

**OPEN NATIONAL INVITATION TO TENDER**  
**N° 005 /ONIT/NWRTB/GOV-NWR /2024 OF 02/01/2025**  
**THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN**  
**SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION**  
**BY EMERGENCY PROCEDURE**

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



12. **ACCEPTABILITY OF BIDS :**

Bids that will be submitted after the date and time mentioned above or those that will not respect the separation model indicated in the different documents in each bid shall not be accepted.

To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender.

These Administrative documents have a validity period of (03) months. This validity period has to begin after the date of the launching of the tender.

13. **OPENING OF BIDS :**

The opening of bids shall take place on the 24/01/2025 at **12noon local time**, in the conference hall of the Regional Tender's Board in the Office of the Governor of the North West Region, by its competent members.

The opening of bids will be done at once and in three stages:

- Stage 1: Opening of envelope A containing Administrative document (volume 1),
- Stage 2: Opening of envelope B containing Technical document (volume 2)
- Stage 3: Opening of envelope C containing financial document (volume 3).

All the bidders can take part in this opening session or can be represented by one person dully mandated who has a perfect mastery of the tender file.

14. **MAIN CRITERIA OF EVALUATION OF THE BIDS :**

**14-1- : ELIMINATORY CRITERIA :**

- Absence of BID BOND;
- Non-respect of 48 hours given for the absence or non-conformity of an element other than Bid Bond in the administrative file;
- False declaration or falsified documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Non-compliance with model bid and amount;
- Incomplete Financial file;
- Absence of a quantified unit price;
- Modification of quantity ;
- Non-respect of 75% of essential criteria;
- Name of company suspended by MINMAP IN 2023.

**14-2: Essential criteria:**

The technical bids will be evaluated according to the following ten (10) main criteria:

- a. Key personnel of the enterprise on **three (03)** criteria ;
- b. The site equipment to be mobilized on **five (05)** criteria ;



c. The Enterprise references on **two (02)** criteria.

15. **Duration of validity of bids :**

The bidders shall remain committed to their bids during a period of (ninety) 90 days from the deadline set for the submission of bids.

16. **Award of contract :**

The contract will be awarded to the lowest bidder, fulfilling the required administrative, technical, and financial criteria.

17. **Additional information**

Complementary technical information may be obtained during working hours from the Governor's Office for the North West Region in Bamenda Room 108, Telephone N0 233 36 28 29.

Done at Bamenda on **02 JAN 2025**

**The Governor of the North West Region  
(Delegated Contracting Authority)**

Copies

- RD MINEPAT NW
- RD MINMAP NW
- ARMP BAMENDA
- CHAIRPERSON NWRTB
- NOTICE BOARD
- FILE/CHRONO



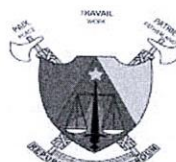
**FOR THE GOVERNOR  
AND BY DELEGATION  
THE SECRETARY GENERAL**

*Saidouna Ali*  
**Administrateur Civil Principal**

# **Document 1.b**

**FRENCH VERSION**

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
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NORTH-WEST REGION  
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OFFICE OF THE GOVERNOR  
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GENERAL SECRETARIAT  
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REPUBLIQUE DU CAMEROUN  
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SERVICE DU GOUVERNEUR  
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SECRETARIAT GENERAL  
\*\*\*\*\*  
COMMISSION REGIONAL DE  
PASSATION DES MARCHES PUBLICS

### AVIS D'APPEL D'OFFRE

#### AVIS D'APPEL D'OFFRE NATIONAL OUVERTE

N° 005 / AONO/GOV-NO/CPMNO/2024 DU 02/01/2025

**POUR L'EXECUTION DES TRAVAUX DE LA CONSTRUCTION D'UN PONT SEMI DEFINITIF A MUBAFU, ARRONDISSEMENT DE SANTA, DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST  
PAR PROCEDURE D'URGENCE**

#### 1. Objet de l'Appel d'Offres

Le Gouverneur de la région du nord-ouest, Autorité Contractante, Délégué lance pour le compte de la république du Cameroun, un Appel d'Offres National Ouvert pour la réalisation de l'opération sus-indiquée.

L'Appel d'Offre porte sur L'EXECUTION DES TRAVAUX DE LA CONSTRUCTION D'UN PONT DEFINITIF A MUBAFU, ARRONDISSEMENT DE SANTA, DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST

#### Allotissement :

Les travaux sont repartis en UN SEUL LOT suivant les itinéraires ci - après :

Nom du Projet	Montant du Projet	Montant du cautionnement	Coût du dossier DAO
CONSTRUCTION D'UN PONT DEFINITIF A MUBAFU, ARRONDISSEMENT DE SANTA, DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST	41 000 000F CFA	820,000F CFA	55 000F CFA

#### Consistance des travaux :

Ces travaux comprennent les opérations suivantes :

N° PRIX	DESIGNATIONS DES TACHES
Series 000	Site Installation
Tm 001	Site Installation
Tm 002	Transferring Of Equipment To And From The Site



Series 100	Clearing And Leveling
Tm 101	Clearing
Tm 108a	Backfilling With Laterite Gravel From Borrowed Pit
Series 300	Drainage
Tm 304	Cleaning Of The River Way
Tm 314	Anti-Erosion Protection(Hardcore)
Series 400	<b>Engineering Structures</b>
Tm 07	Ordinary Site Excavation
Tm 413	Stone Work for Abutment 3m<H<4m
Tm 414	Lean Concrete Dosed At 200kg/M3
Tm 415	Reinforced Concrete Dosed At 400kg/M3
Tm 416	Ordinary Formwork
Tm 417	Reinforced Concrete Dosed At 400kg/M3 For Slab
Series 500	Signalization And Security Equipment
Tm 501	Mixed Hand Rail With 75mm Pipe
Tm 502	Oil Paints

#### **Participation et origine :**

La participation est ouverte à égalité de conditions à toutes les petites et moyennes entreprises de droit camerounais.

#### **4. Financement :**

Les travaux objet du présent Appel d'Offres sont financés par **le Budget d'investissement Publics 2024/2025**. Le coût prévisionnel de l'ensemble des travaux prévus dans le présent Appel d'Offres National Ouvert est de : **Quarante un million (41,000,000) FCFA** Toutes Taxes Comprises.

#### **5. Délai d'exécution :**

Le délai global d'exécution des travaux est **de 04 (quatre mois)** jours calendaires. Ce délai court à compter de la date de notification de l'ordre de service de commencer les travaux.

#### **6. Administration au nom de laquelle sera conclu le marché :**

A l'issue de l'examen des offres des soumissionnaires et du choix des attributaires par le Maître d'Ouvrage délégué, le marché sera conclu entre celui-ci et le Maître d'Ouvrage Délégué qui est le Gouverneur de la Région du Nord-Ouest.

#### **7. Cautionnement provisoire (garantie de soumission) :**

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission), établi selon le modèle indiqué dans le Dossier d'Appel d'Offres, par un établissement bancaire de premier rang, agréé par le Ministre en charge des Finances et d'un montant égal à : **Huit cent vingt mille (820,000) FCFA**

Sous peine de rejet, le cautionnement provisoire devra impérativement être produit en original datant de moins de trois (03) mois.

Le cautionnement provisoire sera libéré d'office au plus tard 30 jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est



adjudicataire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

#### **8. Consultation du Dossier d'Appel d'Offres :**

Le Dossier d'Appel d'Offres peut être consulté auprès des Services du Maître d'Ouvrage délégué aux heures ouvrables dans les services de Monsieur le Gouverneur de la Région du nord-ouest., situé à up-station, dès publication du présent avis. Porte 108, Tél : 233361941/ 652582344.

#### **9. Acquisition du Dossier d'Appel d'Offres :**

Le Dossier d'Appel d'Offres peut être obtenu dans les services DE L'AUTORITE CONTRATCTANTE DELEGUE, notamment au Services de Gouverneur Nord-Ouest, situé à **up-station**, sur présentation d'une quittance de versement au Trésor Public et d'une somme non remboursable au titre des frais d'achat du dossier **Cinquante Cinq Mille(55 000 FCFA)** Francs CFA.

Cette quittance devra identifier l'acquéreur comme représentant le prestataire désireux de participer à la consultation. Porte 108, Tél : 233361941/ 652582344.

#### **10. Présentation des offres :**

Les documents constituant l'offre seront répartis en trois volumes ci-après, placés sous simple enveloppe dont :

L'enveloppe A contenant les Pièces administratives (volume 1) ;

L'enveloppe B contenant l'Offre technique (Volume 2) ;

L'enveloppe C contenant l'Offre financière (Volume 3).

Toutes les pièces constitutives des offres (Enveloppes A, B et C), seront placées dans une grande enveloppe extérieure scellée portant uniquement la mention de l'Appel d'Offres en cause.

Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de couleur identique autre que la blanche.

#### **11. Remise des offres :**

Chaque offre rédigée en français ou en anglais en **sept (07) exemplaires dont un (01) original et six (06) copies** marquées comme telles, devra parvenir contre récépissé à la Gouverneur, Service de Passation des Marchés Public Tél 233 36 28 29 au plus tard le 24/01/2025 à 11 :00heure locale et devra porter la mention suivante

**AVIS D'APPEL D'OFFRE NATIONAL OUVERTE**  
**N° 005 /AONO/GOV-NO/CPMNO/2024 DU 02/01/2025**  
**POUR L'EXECUTION DES TRAVAUX DE LA CONSTRUCTION D'UN PONT**  
**DEFINITIF A MUBAFU, ARRONDISSEMENT DE SANTA, DEPARTEMENT DE LA**  
**MEZAM, REGION DU NORD OUEST**  
**PAR PROCEDURE D'URGENCE**

<<A n'ouvrir qu'en séance de dépouillement >>.

**FUNDING: PIB MINEPAT 2024/2025**  
**IMP: 94 195 05 110000 523411**



## **12. Recevabilité des offres :**

Les offres parvenues après la date et l'heure de dépôt des offres ou celles ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

Sous peine de rejet, les pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Ces pièces administratives ont une durée de validité de trois (03) mois, cette date limite de validité des pièces administratives doit être postérieure à la date de lancement de l'Appel d'Offres.

## **13. Ouverture des plis :**

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le 24/01/2025 à 12 :00 heure locale, dans la salle de conférence de du service du Gouverneur, par la Commission de Passation de Marchés siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

L'ouverture des plis se fera en un temps et en trois étapes :

- 1<sup>er</sup> étape: Ouverture de l'enveloppe A contenant les pièces administratives (volume 1) -
- 2eme étape: Ouverture de l'enveloppe B contenant les offres techniques (volume 2) -
- 3ème étape: Ouverture de l'enveloppe C contenant les offres financières (volume 3).

Tous les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne dûment mandatée de leur choix ayant une parfaite connaissance du dossier.

## **14. Principaux critères d'évaluation des offres :**

### **14-1- : Critères éliminatoires :**

Les offres seront évaluées selon les principaux critères suivants :

- 1- Absence d'une caution de soumission;
- 2- Non-respect de 48hrs pour l'absence ou non-conformité d'un dossier administratif
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 5- Non-conformité du montant et du model de soumission
- 6- Offres financière incomplète,
- 7- Absence d'un prix unitaire quantifié ;
- 8- Modification des quantités
- 9- Le non-respect de **75%** des critères essentiels ;
- 10- Entreprise suspendue par le MINMAP en 2023.

### **14-2. : Critères essentiels :**

Les offres techniques seront notées en fonction des dix (10) critères essentiels ci-après :

24Personnel d'encadrement de l'Entreprise sur **trois (03)** critères ;

25Le Matériel de chantier à mobiliser sur **cinq (05)** critères ;

26Références de l'Entreprise sur **deux (02)** critères.

## **15. 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

**16. Attribution du marché :**

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la moins qualifiée, conformément à l'article 99 du Code des Marchés Publics

**17. Renseignements complémentaires**

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès du Service du Gouverneur du Nord-Ouest. Porte 108, Tél : 233361941/ 652582344.

Fait à BAMENDA, le 02 JAN 2025

**Le Gouverneur de la Région du Nord-Ouest.  
(Autorité Contractante Déléguée)**

Copies

- DR MINEPAT NW
- DR MINMAP NW
- ARMP BAMENDA
- PRESIDENT CPMNO
- AFFICHARGE
- CHRONO/ARCHIVE



**FOR THE GOVERNOR  
AND BY DELEGATION  
THE SECRETARY GENERAL**

*Saidouna Ali*  
**Administrateur Civil Principal**

□

## Document No. 2: General Regulations of the Invitation to Tender



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## □ General Regulations of the invitation to tender

### A. General

#### Article 1: Scope of offer

**The Governor of the North West Region**, Delegated Contracting Authority, launches on behalf of the Republic of Cameroon, an open national invitation to tender for **the construction of a 6m span culvert ring at Mubafu in Santa Subdivision, Mezam Division, North West Region. By Emergency Procedure**

#### FUNDING: 2024/2025 PIB MINEPAT

- 1.1. The bidders retained, must complete the works within the required period as indicated in the specific rules of the tender document (SRTD), except there is a contrary stipulation in the special administrative document that starts from the date of notification of the service order to start works or of that indicated in the service order.
- 1.2. The word « Day » in this tender document signifies a calendar day.

#### Article 2: Financing

The sources of funding of works in this tender document have been indicated in the (SRTD).

#### Article 3: Fraud and corruption

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

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

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



- v. Conflict of interest shall mean any situation in which the material or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

6. The Delegated Contracting Authority shall reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices in the award of this contract.

3.2. The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non-authentic documents in his offer, without prejudice to legal action that may be taken against him.

#### **Article 4: Candidates allowed competing**

4.1. If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2. Generally, the invitation to tender is addressed to all contractors, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all subcontractors 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.

- A bidder shall be judged to be in a situation of conflict of interest if he:
- i) is or was associated in the past in 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 this 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 project owner is not a shareholder of any bidder so as to compromise the process of award of the contract.

(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 or indirect supervisory authority of the Delegated contracting authority.

#### **Article 5: WORKS and ancillary services meeting the criteria of origin**

5.1. All WORKS and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2. Within the meaning of the clause 5.1, the term "WORKS" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary Services" shall notably refer to services such as insurance, installation, training and initial maintenance.

5.3. The term "originate" shall qualify the country where the WORKS are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the abstention of a commercial article whose basic characteristics are substantially different from those of its components.

#### **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 bid bound by the offer; and
- (b) furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for prequalification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

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

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

- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;
- 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 shall represent all the undertakings vis à vis the Delegated Contracting Authority in the execution of the contract.
- 
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

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

6.4. Bidders seeking to benefit from a margin of preference must furnish all the information required to prove that they meet the eligibility criteria described in article 35 of the General Regulations.

#### **Article 7: Visit of the work site**

7.1. The bidder is advised to visit and inspect the site of works and its surroundings and to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the work execution. The costs related to the visit of the site are the responsibility of the Bidder.

7.2. the Delegated Contracting Authority is obliged to authorize the Bidder who so requests and his employees or agents to enter his premises and grounds for the purpose of the said visit, but only on the express condition that the Bidder, its employees and agents release the Owner, his employees and agents from any liability that may result and compensate them if necessary, and that he remains responsible for fatal or personal accidents, loss or damage to property, costs and expenses incurred as a result of this visit.

7.3. The Delegated contracting authority may organize a visit to the site of works at the time of the preparatory meeting for the preparation of the bids mentioned in article 19 of the GRIT.

### **B. Tender File**

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

8.1 The Tender File describes the WORKS forming the subject of the contract, sets the consultation procedure by contractors and specifies the terms of the contract. Besides the addenda published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The tender notice in English and French signed by the Delegated Contracting Authority
Document No. 2	The General Regulations of the invitation to tender which has model clauses that are not to be modified;
DocumentNo. 3	The Special Regulations of the invitation to tender containing provisions of documents No. 2 which should be completed or specified within the context of the invitation to tender concerned
Document No. 4	The Special Administrative Conditions which deal with the execution of the contract and the related payments;



Document No. 5	The technical specification
Document No. 6	The framework of Unit Price Schedule;
Document No. 7	The framework of bill of Quantities and cost estimates
Document No. 8	Framework of breakdown of unit price;
Document No. 9	Draft contract; a. The planning of execution b. Model form for presentation of equipment's, personnel, and references ; c. Model of tender letter; d. Model of tender bond; e. Model of final bond; f. Model of start up advance; g. Model of retention guarantee bond
Document No. 10	Models to be used by bidders;
Document No. 11	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorized to issue bonds for public contracts

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 a bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his bid.

#### **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 Delegated Contracting Authority in writing or by electronic mail (telecopy or e-mail) at the Delegated contracting authority's address indicated in the Special Regulations of the invitation to tender. The Delegated contracting authority shall reply in writing to any request for clarification received at least fourteen (15) days for national invitations to tender and twenty-one (21) days for international invitations prior to the deadline for the submission of the offers.

A copy of the Delegated 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 Delegated contracting authority.



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

9.4. It must reach the Delegated Contracting Authority not later than fourteen (15) days before the opening of bids.

9.5. The 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 Delegated Contracting Authority may at any moment prior to the deadline for the submission of offers 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 to all bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Delegated contracting authority.

10.3. In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Delegated Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 23.3 of the General Regulations of the invitation to tender.

### **C. Preparation of bids**

#### **Article 11: Tender fees**

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

#### **Article 12: Language of bid**

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

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

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

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

- i) all documents attesting that the bidder:
  - has subscribed to all declarations provided for by the laws and regulations in force;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

### **b. Volume 2: Technical bid**

#### **b.1 Information on qualifications**

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

#### **b.2 Technical proposals**

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical characteristics, performance, makes, models and references of the materials proposed including technical prospectuses in accordance with article 17 of the General Regulations;
- The calendar, schedule and execution deadline.

#### **b.3 Proof of acceptance of conditions of the contract**

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

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

### **c. Volume 3: Financial bid**



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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of Unit Prices;
3. The duly filled detailed estimate;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The previewed payment schedule in case:

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 17(2) of the General Regulations of invitation to tender concerning the other possible forms of bid bond.

13.2 If in accordance with the provisions of the Special Regulations of 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 15: Amount of the bids**

15.1 The general model conditions of prices shall be governed by rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce at the date of specified in the Special Regulations.

15.2 The bidder shall fill Prices as required in the model of price schedules furnished in annex.

15.3. Except as otherwise provided in the General Regulations and Special Regulations, all rights and taxes payable by the Bidder under the future Contract, or otherwise, thirty (30) days prior to the deadline for submission of bids will be included in the price and in the total amount of its offer.

15.5. If the price revision and / or discounting clauses are provided for in the contract, the date of establishment of the initial prices, as well as the procedures for revising and / or updating said prices must be specified. It being understood that any Contract whose execution period is not more than one (1) year cannot be subject to a price revision.

15.5. All unit prices with quantities must be justified by sub-details established in accordance with the framework proposed in Exhibit THE TENDER FILE.

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

15.1. In the case of International Competitive Bids, the currencies of the bid must follow the provisions of either Option A or Option B below; the applicable option being that used in the Special Regulations.

15.2. Option A: The bid amount is denominated entirely in national currency. The bid price, the unit price of the price schedule and the estimated and quantitative retail prices are denominated entirely in CFA francs as follows:

a). Prices will be fully denominated in the national currency. The tenderer who intends to incur expenses in other currencies for carrying out the Works, shall indicate in the



Annex to the tender the percentage or percentages of the amount of the tender necessary to cover the needs in foreign currencies, not exceeding a maximum of three currencies. member countries of the market financing institution.

b). The exchange rates used by the Bidder to convert its bid into the national currency will be specified by the bidder as an appendix to the bid in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange risk is borne by the successful Bidder.

15.3. Option B: The bid amount is directly denominated in national and foreign currencies at the rates set out in the Special Regulations.

The bidder will quote the unit prices of the price schedule and the prices of the Quantitative and Estimated Detail as follows:

a). The prices of the inputs required for the Works that the Bidder intends to obtain in the country of the Delegated Contracting Authority shall be expressed in the currency of the country of the delegated contracting authority specified in the Special Regulations and called "national currency".

b). The prices of the inputs required for the Works that the bidder intends to procure outside the country of the Delegated Contracting Authority shall be in the currency of the country of the bidders or that of an eligible Member State widely used in international trade.

15.5. The Delegated Contracting Authority may require bidders to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total prices, and indicated in the annex to the tender, are reasonable; for this purpose, a detailed statement of its requirements in foreign currencies will be provided by the bidders.

15.5. During the execution of the works, most foreign currencies remaining to be paid on the contract price may be reviewed by agreement between the Delegated Contracting Authority and the contractor to take account of any changes in requirements in foreign currency under the contract.

#### **Article 16: Validity of bids**

16.1. Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Delegated Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Delegated Contracting Authority or Contracting Authority as not being in conformity.

16.2. Under exceptional circumstances, the Delegated Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall



Equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond.

A bidder who consents to an extension shall not be asked to modify his bid nor be authorized 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 related formula featuring in the request for extension that the Delegated Contracting Authority shall address to bidders.

The Delegated Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

#### **Article 17: Bid bond**

17.1. In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.

17.2. The bid bond must conform to the model presented in the Tender File; other models may be authorized subject to the prior approval of the Delegated contracting authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Delegated contracting authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.

17.3. Any bid without an acceptable bid bond shall be rejected by the Delegated Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should 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:

- i) withdraws his bid during the time-limit which he specified in his bid;
- ii) does not accept the correction of errors in application of article 30(5) of the General Regulations; or

b) if the bidder retained:



- i) defaults in his obligation to sign the contract in application of article 52 of the General Regulations; or
- ii) defaults in his obligation to furnish the final bond in application of article 53 of the General Regulations.

### **Article 18: Variant proposals from bidders**

18.1. Where the work can be performed in variable turnaround times, the special Regulations will specify these times, and indicate the method used to assess the Bidder's proposed completion time within the specified time frame. Bids offering deadlines beyond those specified will be considered non-compliant.

18.2. Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first encrypt the basic solution of the delegated contracting authority as described in the Tender Documents, and provide in addition, all the information that the developer needs to complete the evaluation of the proposed variant, including plans, calculation notes, technical specifications, price subdetails and proposed construction methods, and all other useful details. The developer will only examine the technical variants, if any, of the bidders whose bid in accordance with the basic solution has been evaluated as the lowest bidder.

18.3. When bidders are permitted, subject to the special Regulations, to submit technical variants directly for certain parts of the work, these parts of the work must be described in the Technical Specifications. Such variants will be evaluated according to their merit in accordance with the provisions of Article 32.2 (g) of the general Regulations.

### **Article 19: Preparatory meeting for the preparation of bids**

19.1. Unless the special Regulations provides otherwise, the Bidder may be invited to attend a preparatory meeting to be held at the place and date indicated in the special Regulations.

19.2. The purpose of the preparatory meeting will be to provide clarification and answers to any questions that may be raised at this stage.

19.3. The Bidder is requested, as far as possible, to submit any questions in writing so that it reaches the project owner at least one week before the preparatory meeting. The project owner may not be able to answer questions received too late during the meeting. In this case, questions and answers will be sent according to the terms of Article 19.5 below.

19.4. The minutes of the meeting, including the text of the questions asked and answers given, including responses prepared after the meeting, will be sent without delay to all those who have purchased the Tender Documents. Any modification of the tender documents listed in Article 8 of the General Agreement that may be necessary at the end of the preparatory meeting will be made by the Delegated contracting authority by issuing an addendum in accordance with the provisions of Article 10 of the general Regulations, the minutes of the preparatory meeting cannot take place.



19.5. The fact that a bidder does not attend the pre-bid meeting will not be grounds for disqualification.

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

20.1. The bidder shall prepare an original of the constituent documents described in article 12 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.

20.2. The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must 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 initialed by the signatory (ies) of the bid.

20.3. The bid shall bear no modification, suppression or alteration, unless such corrections are initialed by the signatory (ies) of the offer.

### **D. Submission of bids**

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

21.1. The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "**ORIGINAL**" and "**COPY**", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.

21.2. The external and internal envelopes:

- a) should be addressed to the Delegated Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

***"TO BE OPENED ONLY DURING THE BID-OPENING SESSION".***

21.3. The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Delegated Contracting Authority return the sealed offer if it is not opened.

21.5. If the external envelopes are not sealed and marked as indicated in article 21(1) and 21(2) above, the Delegated Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

## **Article 22: Date and time limit for submission of bids**

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

22.2. The Delegated Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of the Delegated Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

## **Article 23: Late bids**

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

## **Article 24: Modification, substitution and withdrawal of bids**

24.1. A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Delegated Contracting Authority prior to the end of the time-limit prescribed for the submission of bids. The said notification must be signed by an authorized representative in application of article 21(2) of the General Regulations.

The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENTBID**" or "**MODIFICATION**".

24.2. The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.

24.3. Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.

24.4. No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. 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 19(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 two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence. A single phase opening shall be appropriate where the qualification criteria are easily applicable.

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 of a bid 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 bid substituted for the preceding one which will be sent to the bidder concerned unopened.

The replacement of a 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 only 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 Delegated 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 25 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 ARMP an initialed copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.



25.7. In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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 must attach to his report the sheet that was handed to him, including any related commentaries or observations.

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

26.1. No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

26.2. Any attempt by a bidder to influence the Tenders Board or the Evaluation subcommittee of the bids or the Delegated contracting authority in his award decision may cause the rejection of his bid.

26.3. Notwithstanding the provisions of article 26(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Delegated contracting authority for reasons having to do with his bid, he should do so in writing.

#### **Article 27: Clarifications on the bids and contact with the Delegated contracting authority**

27.1. To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, offered or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation subcommittee during the evaluation in accordance with the provisions of article 32 of the General Regulations.

27.2. Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

#### **Article 28: Conformity of bids**

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



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

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

- a. which substantially limits the scope, quality or performance of the WORKS and ancillary services specified in the contract;
- b. which substantially limits and is not in conformity with the Tender File, the rights of the Delegated contracting authority or the obligations of the bidder in relation to the contract; or
- c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

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

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

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

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

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

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

a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation subcommittee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.

c) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;

30.2. The amount in the Submission will be corrected by the Subcommittee of Analysis in accordance with the aforementioned error correction procedure and, with the Bidder's confirmation, said amount will be deemed to be binding.



30.3. If the Bidder submitting the lowest evaluated bid fails to accept the corrections made, the bid will be rejected and the bid secured.

### **Article 31: Conversion into a single currency**

31.1. To facilitate the evaluation and comparison of bids, the Evaluation subcommittee shall convert the prices expressed in various currencies into an amount in which the bid is payable in CFA francs.

31.2. The conversion shall be done using the current exchange rate set by BEAC in force at the deadline for submission of bids under the conditions set in the Special Regulations.

### **Article 32: Financial evaluation of bids**

32.1. The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 30, 31 and 32 of the General Regulations.

32.2. For this evaluation the Evaluation sub-committee shall consider the following elements:

- a) the bid price, indicated according to the provisions of article 30.2 of the General Regulations;
- b) adjustments made on the price to correct the arithmetical errors in application of article 32(3) of the General Regulations;
- c) adjustments made on the price as a result of rebates offered in application of paragraph 31.2 of the General Conditions;
- d) By appropriately adjusting, on a technical or financial basis, any other modification, divergence or quantifiable reserve;
- e) Taking into consideration the different lead times proposed by the bidders, if they are authorized by the special Regulations;
- f) If applicable, in accordance with the provisions of Article 13.2 of the General Regulations and special Regulations, applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is issued simultaneously for several lots.
- g) Where applicable, in accordance with the provisions of section 18.3 of the special Regulations and the Technical Specifications, the proposed technical variants, if permitted, will be evaluated according to their merit and regardless of whether or not the Bidder will have bid for the award. technical solution specified by the Owner in the RPAO.

32.3. The estimated effect of the price revision formulas in the "CCAGs" and "CCAPs", applied during the period of performance of the Contract, will not be taken into account in the evaluation of the tenders.

32.4. If the lowest evaluated bid is found to be abnormally low or is significantly out of balance with the Owner's estimate of the work to be performed under the Contract, the commission may from the price sub-detail provided by the bidder for any element, or for all elements of the Quantitative and Estimated Detail, check



whether these prices are compatible with the construction methods and the proposed Schedule. In the event that the evidence submitted by the bidder does not seem satisfactory to him, the Employer may reject the tender after the technical opinion of the Public Contracts Regulation board.

### **Article 33: Margin of preference**

If this provision is mentioned in the Special Regulations, national businesspersons may benefit from a national preference margin as provided for in the Public Contracts Code for reasons of evaluation of the bids.

## **F. Award of the contract**

### **Article 34: Award of the contract**

34.1. The Delegated contracting authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.

34.2. If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.

34.3. Any award of Works contracts shall be made to the Bidder fulfilling the technical and financial capacities required as a result of the evaluation criteria and presenting the bid evaluated as the lowest bidder.

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

The Delegated Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorization of the authority in charge of public contracts where the offers have been opened) or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

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

Before the expiry of the validity of the bids set in the Special Regulations, the Delegated contracting authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Delegated Contracting Authority will pay the contractor to execute the contract and the execution time-limit.

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

37.1 The Delegated Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of

five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.

37.2 The Delegated contracting authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

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

37.4 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, to the head of structure to which is attached the Tenders Board concerned and the chairperson of the said Tenders Board.

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

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

38.1. After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialized Contracts Control Board, where need be) for approval.

38.2. The Delegated Contracting Authority has 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 successful bidder within five (5) days of its date of signature.

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

39.1. Within twenty (20) days of the notification by the Delegated Contracting Authority, the contractor shall furnish the Project Owner with a final bond to guarantee the full execution of the services in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

39.2. The bond may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Delegated 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 lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a 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.



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## Document No. 3: Special Regulations of the invitation to tender



## Special Regulations of the invitation to tender

The following information and data concerning the acquisition of WORKS should supplement or specify in the clauses of the General Regulations of the invitation to tender. In case of divergence, the following provisions will prevail over the articles of the General Regulations.

General				
<b>1.1 Definition of Works:</b> As part of the execution of the Public Investment budget, the <b>GOVERNOR OF THE NORTH WEST REGION</b> , Delegated Contracting Authority, launches an Open National Invitation to Tender <b>for the construction of a 6m span culvert ring at Mubafu in Santa Subdivision, Mezam Division, North West Region.</b>				
The works are distributed according to the itinerary or the itineraries hereafter:				
LOT	Description	Locality	Previewed Budget in FCFA (TTC)	Duration (months)
1	CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION	Mubafu Santa	41 000 000	4
These works comprise the following descriptions:				
N°	Description			
Series 000	Site Installation			
Tm 001	Site Installation			
Tm 002	Transferring Of Equipment To And From The Site			
Series 100	Clearing And Leveling			
Tm 101	Clearing			
Tm 108a	Backfilling With Laterite Gravel From Borrowed Pit			
Series 300	Drainage			
Tm 304	Cleaning Of The River Way			
Tm 314	Anti-Erosion Protection(Hardcore)			
Series 400	<b>Engineering Structures</b>			
Tm 07	Ordinary Site Excavation			
Tm 413	Stone Work for Abutment 3m<H<4m			
Tm 414	Lean Concrete Dosed At 200kg/M3			
Tm 415	Reinforced Concrete Dosed At 400kg/M3			
Tm 416	Ordinary Formwork			
Tm 417	Reinforced Concrete Dosed At 400kg/M3 For Slab			
Series 500	Signalization And Security Equipment			
Tm 501	Mixed Hand Rail With 75mm Pipe			

	Tm 502	Oil Paints

1.2	<p><b><u>PERIOD OF EXECUTION :</u></b></p> <p>The entire period of execution of these Works is Four <b>(04)</b> calendar months. This duration starts as of the date of notification of the service order to start Works.</p>
2.1	<p><b><u>FUNDING :</u></b></p> <p>The Works on This tender is funded by the budget of MINEPAT PIB 2024/2025 financial year. The previewed cost of the entire works of this Open National Invitation to tender is: <b>41 000 000(Forty-One Million) FCFA all taxes included</b></p>
6.1	<p><b><u>MAIN CRITERIA OF EVALUATION OF THE BIDS :</u></b></p> <p><b>-1- : <u>ELIMINATORY CRITERIA :</u></b></p> <ul style="list-style-type: none"> <li>• Absence of BID BOND;</li> <li>• Non-respect of 48 hours given for the absence or non-conformity of an element other than Bid Bond in the administrative file;</li> <li>• False declaration or falsified documents;</li> <li>• A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;</li> <li>• Non-compliance with model bid and amount;</li> <li>• Incomplete Financial file;</li> <li>• Absence of a quantified unit price;</li> <li>• Modification of quantity ;</li> <li>• Non-respect of 75% of essential criteria;</li> <li>• Name of company suspended by MINMAP in 2023.</li> </ul> <p><b>-2 : <u>essential criteria :</u></b></p> <p>The technical bids will be evaluated according to the following ten (10) main criteria:</p> <p>Key personnel of the enterprise on <b>three (03)</b> criteria ;</p> <p>The site equipment to be mobilized on <b>five (05)</b> criteria ;</p> <p>The Enterprise references on <b>two (02)</b> criteria</p>

#### **LANGUAGE OF THE BIDS:**

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



French or English; in which case and for purposes of interpretation of the offer, the translation will be taken

### **Preparation of BIDS**

The list of documents referred to in Article 13 of the General Regulations should be completed, grouped into three volumes respectively inserted in inner envelopes and detailed as follows:

#### **Volume 1: Documents constituting the Administrative File**

<b>DOCUMENT N°</b>	<b>DESCRIPTION</b>
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 treasury
A.6	A bid bond of 820,000(eight hundred and twenty thousand) 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	Tax Conformity Certificate (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
A.14	Special Administrative Clauses initialed on all pages, signed, dated and stamped on the last page
A.15	Special Technical Clauses initialed on all the pages, signed dated and stamped on the last page

#### **Volume 2: Parts constituting the Technical Offer**

1Site visit; the bidder will produce the following two documents: - The certificate of visit of the premises following the model (Exhibit 9.5) dated, sealed and signed on the honour by



the tenderer (this certification as well as the whole offer commits the tenderer who cannot claim the non-knowledge of the site for possible claims);

2.2 The site visit report, initialed to each and signed on the last page by the bidder. This Report must be documented and illustrative. 2.3 The declaration of honour certifying that the tenderer has not abandoned a contract during the last three years, and that he does not appear on the list of failing companies established by the Ministry of Public Procurement;

## 2.4 PERSONNEL

The CONTRACTOR must have, or have undertaken to hire, before the beginning of the works and for the duration of the work, the necessary technical personnel necessary, namely:

### - A Work DIRECTOR

One (01) Work Supervisor, minimum level Civil Engineer, with at least TEN (10) years of experience in the field of bridges, with at least THREE (03) projects carried out at this position (join curriculum) vitae signed by the candidates, a certified copy of the highest diploma signed by the Administrative Authority, a certificate of presentation of the original diploma, and a certificate of availability signed by the candidate);

### - A SITE FOREMAN

One (01) Site Manager, minimum level SENIOR Technical Civil Engineer, with at least THREE (03) years of experience in the field of bridges, with at least one (01) project carried out at this position (join curriculum vitae signed by the candidates, a certified copy of the highest degree signed by the Administrative Authority, a certificate of presentation of the original diploma, as well as a certificate of availability signed by the candidate);

NB: Proposed personnel will only be considered at appraisal if the required supporting documentation, less than three months old, is provided and signed.

## 2.5 EQUIPMENT

The company will have to justify the ownership **OF AT LEAST CONCRETE MIXER, EXCAVATOR, 02 TRUCKS, CONCRETE VIBRATOR AND 5WD VEHICLE FOR SUPERVISION**, and condition of the equipment needed to perform the work. Evidence of the equipment is the certified photocopies of the gray cards legalized by the competent departments of the Ministry of Transport or the certified photocopies of customs clearance certificates dated less than three months before the deadline for submission of bids for the rolling stock, and certified photocopies of invoices for other materials.

### • Materials to be supplied on own or rented:

- One (01) pick-up link vehicle;
- One (01) pharmacy box;
- Small equipment (at least 05 machetes, 5 spades, 5 round shovels, 5 wheelbarrows, 20 pairs of gangs).



## **2.5 Organization, methodology and planning:**

□ The BIDDER must present in his tender, on pain of elimination, a technical note showing his understanding of the planned operations and a schedule of work organization.

### **Volume 3: Parts constituting the Financial Offer**

3.1 A stamped paper submission, as per the attached template (Exhibit 10.1), signed and dated;

3.2 The price schedule (Exhibit 6) according to the model and indicating the prices excluding VAT in figures and in letters, filled in a legible manner;

3.3 The quantitative and estimated detail of the work (Exhibit 7);

3.4 The price details (Exhibit 9.9). and the decomposition of fixed prices and construction costs.

NB: All the pieces of the initialed financial offer, in addition to the last pages must be signed, sealed and dated.

	Price and tender currency
15.5	The contract prices are firm and non-revisable.
15.2	The amount of the bid is denominated entirely in national currency (CFA franc).
	Preparation and submission of BIDS
16.1	<p><b>Period of validity of tenders:</b></p> <p>(a) BIDDERS remain bound by their offer for a period of ninety (90) days from the closing date for the submission of tenders, during which time the Delegated contracting authority will notify the firms selected</p> <p>(b) .In exceptional circumstances, before the expiry of the initial period of validity of tenders, the Delegated contracting authority may request bidders to extend the period of validity for an additional period of time. The request and answers must be in writing. A Bidder may refuse to extend the validity of its bid without losing the bid bond. The Bidder who agrees to extend the period of validity of its bid may not modify its bid, but must extend the period of validity of the Bid Deposit accordingly, in accordance with the provisions of Article 17 of the General Agreement.</p>
17.1	<p><b>Amount of the bid bond:</b></p> <p>1) Pursuant to Article 6 of the RPAO, the Bidder will provide, a bid bond, the amount specified in the Tender Notice, which will form an integral part of its bid.</p> <p>2) The bid bond will conform to the template presented in the Tender Documents. The Submission Security will remain valid for thirty (30) days beyond the original initial date of validity of the offers, or any new expiry date requested by the Employer and accepted by the Bidder, in accordance with the provisions of Article 16.2 of the SPECIAL REGULATION.</p> <p>3) Any bid not accompanied by an acceptable Bid Deposit will be rejected by the relevant Ministerial Procurement Commission as non-compliant. The Bid Deposit of a group of companies must be established in the name of a member of the group submitting the bid.</p> <p>4) Bid Cautions and bids from unsuccessful bidders will be returned within fifteen (15) days after the publication of the result of the award, with the exception of the copy intended for the organization responsible for the regulation of public markets. Tenders not withdrawn within this period are destroyed, without there being grounds for complaint.</p> <p>5) The Bid Deposit of the successful tenderer will be released as soon as the latter has signed the contract and provided the required Final Bond.</p> <p>6) The Submission Security may be seized:</p>
	<p>(a) if the Bidder withdraws its bid during the period of validity, except in the case referred to in Article 25.2 of the RGAO</p> <p>(b) if, within the time limits provided for in Article 37 of the GMA, the successful tenderer fails to:</p> <p>i. to sign the contract, or ii. to provide the required Final Bond.</p>



<p>□</p> <p>21.2</p>	<p><b>Number of copies of the offer that must be completed and submitted:</b></p> <p>1) The Bidder shall prepare an original of the documents constituting the offer in one (01) copy (for each of the three volumes) clearly marked "ORIGINAL". In addition, the Bidder will submit six (06) copies (for each of the three volumes) marked "COPY". In the event of any discrepancy between the original and the copies, the original will prevail.</p> <p>2) The submission of tenders must take into account the principle of separation of administrative documents (volume 1) from the technical tender (volume 2) and the financial tender (volume 3).</p> <p>Address of the Owner to use for sending the offers: The tenders will be deposited against receipt under closed envelopes, at the Secretariat of the Governor of the North West Region at Up Station Bamenda Tenders must bear the following words:</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>« <b>OPEN NATIONAL INVITATION TO TENDER</b>  <b>N° _____/ONIT/GOV-NWR/RTBNW/2024 OF _____</b>  <b>THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT</b>  <b>MUBAFU IN SANTA SUBDIVISION, MEZAM DIVISION, NORTH</b>  <b>WEST REGION</b>  <b>BY EMERGENCY PROCEDURE</b></p> <p><b>FUNDING: PIB MINEPAT 2024/2025</b>  <b>To be opened only during the bid-opening session ».</b></p> </div>
<p>22.1</p>	<p><b>Deadline for submission of tenders:</b> Tenders will be submitted by _____ at _____ hours.</p>
	<p><b>Place, date and time of the opening of the BIDS:</b> The opening of tenders will take place on _____ at _____ local time in the conference hall of <b>the Governor of the North West Regional Tender's Board</b> sitting at _____ All bidders may attend this opening session or be represented by a single duly mandated person (even in case of consortium) of their choice with a perfect knowledge of the file.</p>
	<p><b>Evaluation and comparison of offers</b></p>
<p>31.2</p>	<p>Currency retained for conversion into a single currency: CFA franc Source of exchange rate: The Bank of Central African States (BEAC).</p>



	<p>1) Before conducting the detailed evaluation of the tenders, the Ministerial Procurement Commission will verify that each tender essentially conforms to the conditions set out in the Tender Documents.</p> <p>2) A bid that is substantially in line with the Tender File is an offer that meets all the terms, conditions, and specifications of the Bidding Documents, without any significant discrepancies or reservations. A major divergence or reservation is that which:</p> <ul style="list-style-type: none"> <li>(i) significantly affect the scope, quality or performance of the Work;</li> <li>(ii) substantially limits, in contradiction with the Tender Documents, the Owner's rights or the Administration's obligations under the Contract; or</li> <li>(iii) is such that its correction would unfairly affect the competitiveness of the other bidders who submitted bids substantially in line with the Bidding Documents.</li> </ul> <p>3) The Tenders Board will determine whether the offer is substantially in line with the provisions of the Bidding Documents based on its content without the use of intrinsic evidence.</p> <p>4) If a bid is not substantially compliant, it will be rejected by the Ministerial Procurement Commission and cannot subsequently be brought into compliance.</p> <p>5) At the end of the opening of bids in a time, the copies of tenders received and initialed are entrusted to an analysis sub-commission for detailed evaluation of bids according to the following three stages:</p> <ul style="list-style-type: none"> <li>• 1st stage: Examination of the conformity of administrative documents (Volume 1)</li> </ul> <p>Under penalty of disposal, the Administrative File must be complete and contain all the authentic and conforming documents listed in Article 13 of this RPAO.</p> <p>All required documents must be dated within three (03) months of the bid submission deadline and must conform to the templates.</p> <p>Any false declaration or presentation of falsified document are reasons for rejection of the offer with prejudice of any criminal prosecution.</p> <p>Only tenders presenting a compliant administrative file will be evaluated technically.</p> <ul style="list-style-type: none"> <li>• 2nd step: Evaluation of the technical offer (Volume 2).</li> </ul> <p>Each bid to be declared technically compliant must have met all the eliminatory criteria and obtained 07 out of 10 sub-criteria evaluated in accordance with section 6.1 of the RPAO.</p> <ul style="list-style-type: none"> <li>• 3rd step: Evaluation of the financial offer (Volume 3)</li> </ul> <p>Only tenders submitted by tenderers following the evaluation of the technical offers will be evaluated financially.</p> <p>In evaluating the offers, it is determined for each offer the "evaluated amount" of the offer by correcting its proposed amount as follows:</p>
	<p>The amount in the tender is corrected in accordance with the procedure detailed in Article 30 of the RGAO concerning the correction of errors;</p> <p>Proposed prices for items where quantities are not anticipated will not be part of the contract.</p>



	<b>AWARD OF CONTRACT</b>
<input type="checkbox"/>	The Tenders Board will propose to the Delegated Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest realistic offer, essentially conforming to the regulations the Tender File, having satisfied to <b>100% of all the eliminatory criteria and at least 75% of the essential criteria</b> taken into account.
	<b>Final guarantee</b>
	The final guarantee BOND will guarantee the complete execution of the work and will be constituted according to the model annexed to this tender document, within a period of twenty (20) days from the date of notification of the contract. The provisional guarantee of submission is returned as soon as this final bond is established. Its amount is set at three percent (2%) of the amount inclusive of all taxes of the market. The final guarantee may be replaced by a personal and joint guarantee of a first-rate banking institution located in Cameroon and approved by the Minister in charge of Finance. At the end of the work, the final bond will be returned, or the bank surety the released replacement, upon written request from the other party.

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Document No. 5:  
Special Administrative  
Conditions (SAC)



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## Chapter I General

### Article 1: Subject of tender

The **GOVERNOR OF THE NORTH WEST**, Delegated Contracting Authority, launches on behalf of the Republic of Cameroon, an Open National Invitation to Tender for **THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION**

LOT	Description	Locality	Previewed Budget in FCFA (TTC)	Duration (months)
1	CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION	Mubafu Santa	41 000 000	04

### Article 2: Award procedure

This contract shall be awarded through

#### OPEN NATIONAL INVITATION TO TENDER

N° \_\_\_\_\_/ONIT/GOV-NWR/RTBNWR/2024 OF \_\_\_\_\_

**FOR THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION BY EMERGENCY PROCEDURE**

### Article 3: Definitions and duties

#### 1 General definitions:

- The Delegated Contracting Authority shall be The **GOVERNOR OF THE NORTH WEST**. He is the signatory and ensures the proper functioning.
- The Project owner shall be The **Regional Delegate of MINEPAT for the North west**,  
The Contract Manager shall be **The Regional Chief of Service for EAP/MINEPAT** hereinafter referred to as the Contract Manager; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be **The Regional Delegate of Public Works** referred to as the Engineer.
  - The authority in charge with the external control of the execution of the contract shall be, **the Regional Delegate OF Public Contracts**,
  - The ACCOUNTANT in charge with the payments is the **Specialized Accountant MINEPAT Yaounde**.
  - The contractor (to be specified)
  - The competent tender's board is the **REGIONAL TENDER'S BOARD**.

### **3.1: - SECURITY**

The collateral is subject to the rules applicable in this matter to government procurement, including Article 150 of Decree No. 2018/366 of 20 June 2018 on the PUBLIC CONTRACT CODE.

With a view to applying the system of collateral instituted by the abovementioned decree, are defined as:

- Authorizing authority: The **GOVERNOR OF THE NORTH WEST**,;
  - Authority responsible for the liquidation of expenses for monthly accounts: The **GOVERNOR OF THE NORTH WEST**;
  - The Authority in charge of clearance of expenditures who is the Specialized Finance Controller MINEPAT Yaounde.
  - The paying agency is **the Specialized Accountant MINEPAT Yaounde**;
  - Officials competent to provide the information listed in Article 79 of the aforementioned decree: The **GOVERNOR OF THE NORTH WEST**,;

The collateral is subject to the rules applicable in this matter to public CONTRACT CODE of the State.

### **3.2. SITE INSTALLATION MEMBERS:**

- The Delegated contracting Authority or his representative
- The contract Engineer
- Contract manager
- RD.MINMAP OR Representative
- RD.MINEPAT OR Representative
- STORES ACCOUNTANT MINEPAT
- CONTRACTOR

### **3.3: - RESPONSIBILITIES OF THE PROJECT ENGINEER**

The Project ENGINEER is responsible for having the work EXECUTED satisfactorily in accordance with the contractual provisions and the TECHNICAL SPECIFICATIONS of the WORKS.

It may not relieve the contractor of any of its contractual obligations, nor (except as expressly stipulated below) order any work likely to delay the execution of the works or to provoke an additional payment by the Delegated contracting authority, nor order any significant modification to the work to be performed. The Project ENGINEER is competent to prepare and sign technical service orders.

At the request of the CONTRACTOR or the Project ENGINEER contradictory findings may be made to fix the quantities of certain works. Such contradictory findings will be made when a work may no longer be measurable.

### **Article 5: Language, applicable law and regulation (GAC supplemented)**

1. The language to be used shall be *[English and/or French]*.
2. The CONTRACTOR shall be bound to observe the law, regulations and ordinances in force in the Republic of Cameroon and this both within his own organization and in the execution of the contract.

If in Cameroon the regulations, laws and administrative and fiscal measures 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**

The constituent contractual documents of this contract are in order of priority

5.1 The CONTRACTOR's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) referred to above;

5.2 the contract contents the following:

- The Special Administrative Conditions (SAC);
- The Technical Specifications (TS);
- The particular elements necessary for the determination of the contract price, such as, in order of priority: the statement of all-in prices, detailed estimates,

5.3 the unit price schedule, / the breakdown of all-in prices and the sub-details of unit prices,

5.5 the tender file;

5.5 the updated and approved planning of works,

5.6 The approved execution plan

5.7 The General Administrative Conditions (GAC) applicable to WORKS contracts as put in force by Decree No. 033 of 13 February 2007;

## **Article 6: General instruments in force**

This contract shall be governed by the following general instruments:

- The special General administrative Clauses (CCLS);
- The law N ° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- Decree No. 2008/377 of 12/11/2008 fixing the attributions of Heads of Administrative Units, its organization and the functioning of their services;
- The Decree N ° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree n ° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n ° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
-

- - Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Arrete N°0205/A/MINMAP of 03 July 2018 relating to the creation of Divisional Tenders' Boards;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);
- Circular N°001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;
- The circular N° 00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of the finance law, the control and the follow up of the execution of the State Budget, Administrative, Public Establishment, of Councils and State Organizations for the 2024 Financial Year;
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Order No 00002/MINEPDED of 08th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).
- Other texts specific to contracting fields.

## **Article 7:Communication**

### **7.1 THE CONTRACTOR DOMICILLIATION**

The CONTRACTOR is required to take up residence near the place of work and to make known the address of this domicile to the CONTRACT MANAGER.

Failure by him to have fulfilled this obligation within fifteen (15) days from the date of notification of the Service Order to begin the work, all notifications related to the contract will be valid when they have been made at THE CONTRACT ENGINEERS OFFICE

After the provisional acceptance of the works, the CONTRACTOR is released from the aforementioned obligation. In this case, any notification will then be validly made to the registered office mentioned in the tender and listed on the cover page of this contract.

### **7.2 CORRESPONDENCE**

All correspondence between the CONTRACTOR, the PROJECT OWNER, the CONTRACT MANAGER, the CONTRACT Engineer, the Project Manager, are exclusively made in writing.

They shall be sent by post, telegram, telex, telefax, E-mail or deposited against discharge at the addresses indicated by the parties.

In the event that the Client is the addressee, copies will be sent within the same time, to the Head of Service, the Engineer and the Project Manager.



The CONTRACTOR will send all written notices or correspondence to the Project Manager, with a copy to the CONTRACT MANAGER and to the CONTRACT Engineer.

#### **Article 8: Administrative Orders**

The various service orders will be establish and notified as follows

**8.1 The Administrative Order to start execution of works shall be signed by the DELEGATED CONTRACTING AUTHORITY and notified to the contractor by the**

**Contract Engineer** with copies to the delegated contracting authority, Contract Manager, Project Manager and paying body.

**8.2** Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Project owner and notified to the contractor by the contract manager with a copy to the Project Owner, contract engineer, Engineer, Project Manager and Paying Body. The prior endorsement of the Paying Body shall possibly be required for those with a financial incidence.

**8.3** Administrative Orders of a technical nature linked to the normal progress of the WORKS shall be signed directly by Contract Manager and notified to the contractor by the Engineer or Project Manager (where applicable) and a copied to the Delegated 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 Contract Manager and copied to the Delegated contracting authority, Engineer and Project Manager.

**8.5** Administrative Order for suspension or resumption of WORKS for reasons of the weather shall be signed by the Contract Manager upon the proposal of the Project Owner after the opinion of the Engineer and notified to the contractor by the Engineer.

**8.6** Administrative Orders prescribing works necessary to remedy disorders not within the remit of normal maintenance which could appear 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 shall address all written notifications or correspondences to the Project Manager and copied to the Contract Manager and Engineer

**8.8** 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.

#### **ARTICLE 9: - CONDITIONAL WRAPPING CONTRACT**

**9.1** The contract is not conditional; however, it should be stressed that task 1 on

Clearing or weeding the roadside" should be subject to two or three passes (depending on the Regions),

## **Article 10: Contractor's equipment and staff**

### **10.1 MATERIALS AND PERSONNEL TO BE SET UP**

The contracting party will mobilize the equipment and personnel necessary for the execution of the works.

### **10.2 REPRESENTATIVE OF THE COCONTRACTOR**

Within five (05) days from the date of notification of the service order to begin the work, the CONTRACTOR must compulsorily designate HIS SITE ENGINEER, who will have sufficient powers of representation and decision to direct the site.

This designation will be made by mail to the Project Manager with a copy to the CONTRACT MANAGER, signed by the contractor and containing the specimen signature of the manager so designated.

## **Chapter II: Financial conditions**

### **Article 11 Guarantees and securities**

#### **11.1 DEFINITIVE SECURITY**

11.1.1 The final guarantee in the execution of the work will be constituted within a period of twenty (10) days from the date of notification of the order of service of start of works. It will be kept by the Paying Organization.

The provisional guarantee of submission is returned to the other party as soon as this final bond is established

11.1.2 Its amount is fixed at Two PERCENT (2%) of the amount inclusive of all taxes of the market.

11.1.3 The final guarantee may be replaced by a personal and joint guarantee of a first-rate financial institution established in Cameroon and approved by the Minister in charge of Finance.

11.1.5 At the end of the work, the final bond will be returned, or the bank surety will be replaced, at the written request of the other party.

#### **11.3 GUARANTEE OF STARTING ADVANCE**



The start-up loan set in Article 20.1 of this SCC shall be 100% bonded by a financial institution established in Cameroon and approved by the Minister in charge of Finance.

#### **Article 12: Amount of the contract**

The amount of this contract as shown on the attached is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in letters) CFA francs Inclusive of All Taxes; that is:

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

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

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

13.1 In return for the payments to be done by the Delegated contracting authority to the contractor under the conditions laid down in the contract, the contractor is bound by these provisions to execute the contract in accordance with the terms of the contract.

13.2 Payments shall be made into account No. \_\_\_\_\_ opened in the name of the contractor in \_\_\_\_\_ bank.

- a. For payments in CFA francs either (amount in figures and letters exclusive of VAT), by credit to account No. \_\_\_\_\_ opened in \_\_\_\_\_ bank in the name of the contractor.
- b. For payments in foreign currency, either (amount in figures and letters exclusive of VAT) be credit to account No. \_\_\_\_\_ opened in \_\_\_\_\_ bank in the name of the contractor.

#### **Article 14: Price variation**

##### **14.1: CONSISTENCY OF PRICES**

14.1.1. The prices of this contract include all the constraints imposed on the EXECUTION of the work as well as the local conditions that may affect their EXECUTION and cost.

14.1.2. Lump sum mileage prices include, in particular, labour, the supply of materials and materials, leasing, depreciation, operation and maintenance of equipment, personnel transportation costs, allowances, leasing and agreement of the local

Residents for the depositing of the products of weeding or removal and all things necessary for the good execution of the works.

**14.1.3.** These prices also include bonuses, insurance costs, including civil liability and construction site insurance, and social security charges due to various personnel and all local taxes and fees related to good signage of the building site.

**1.1.5.** Memorandum prices or for which quantities are not priced retail even though they appear in the Price Schedule and in the price sub-items of the initial offer, are not part of the contract.

**14.1.6.** Under no circumstances may the other party claim the insufficiency of information provided by the Administration to revert the price quoted or to claim compensation in the course of the contract.

#### **14.2: BREAK DOWN PRICE**

**14.2.1.** The Bidder has provided in its bid the sub-detail of each application price, established according to the rules in use, and detailing the amount per task.

#### **14.3: VARIATION OF PRICES**

Prices in this CONTRACT are firm.

**Article 15: Price revision formulae** *Not applicable*

**Article 16: Price updating formulae** *Not applicable*

**Article 17: direct labour works** *Not applicable*

#### **ARTICLE 18: - VALORIZATION OF WORK**

This contract is at unit prices. The amount due is determined by multiplying the corresponding unit prices by the quantities of work EXECUTED and ASSESS.

**ARTICLE 19: - VALORIZATION OF WORKS** *Not applicable.*

#### **ARTICLE 20: - ADVANCES**

##### **20.1 START-UP ADVANCE**

**20.1** The Delegated 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



20.3 Contract according to the modalities laid down in the Special Administrative Conditions.

20.4 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.

20.5 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.

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

## **Article 21: Payment of works**

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

*Before the 30<sup>th</sup> 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.*

### **21.2 Monthly detailed account**

*No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the Contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the Contract since the start of the Contract.*

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

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

- *[100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the Contractor;*
- *2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.*
- *7.5% or 15% paid into the Public treasury as TSR due by the Contractor.*

*The amount of payment on account shall not exceed the value of the technical execution phases carried out.*

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

*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 (if applicable).**

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

Possible interests on overdue payments are paid by statement of sums due in accordance with Decree N ° 2018/366 of 20 June 2018 to institute the Public Contracts Code.

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

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

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

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

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

### **B. Specific penalties [amount to be indicated]**

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;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor.

## **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.

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

25.3 *The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.*

**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 Authorising Officer draws up the general and final detailed accounts of the Contract which he 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 AIR 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);

- Council dues and taxes;
  - ○ Dues and taxes relating to the extraction of building materials and water.
- These elements must be included in the costs which the undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT included.

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

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

## **Chapter III Execution of services**

### **Article 29: Time limit of the contract**

29.1 This deadline of this contract shall run from the date of notification of the Administrative Order to start execution and is of four (04) calendar months

### **Article 30: Role and responsibilities of the contractor**

30.1 The CONTRACTOR acknowledges having read and verified the volume and nature of the work to be EXECUTED. It cannot claim any omission or underestimation of the CONTRACT to make claims of any nature whatsoever.

30.2 The contractor shall be held responsible for any damage to the road, residents or vehicles resulting from the use of working methods that do not comply with this contract, in particular the use of fire for weeding of any nature whatsoever is formally prohibited.

30.3 The CONTRACTOR is obliged to set up a specific signage for any obstacle created on the day carriage because of the work (temporary deposit of materials before loading). It is strictly forbidden to leave a night obstacle on pavement and paved shoulders, even if reported. Failure to comply with these safety rules will result in penalties as defined in section 15 of this SCC.

30.5 The CONTRACTOR must comply with the environmental protection regulations in force in the Republic of Cameroon, and in particular the framework law n ° 096/12 of 05 August 1996 on the management of the environment and the letter n ° 00908 / MINTP / DR dated 1997 of the Minister of Public Works publishing the Guidelines for the consideration of environmental impacts in road maintenance. In particular, he must comply with the CPT's requirements in this respect.

30.5 The CONTRACTOR may not evade the confirmation decided by the PROJECT OWNER without breaking the market due to his wrongdoing and subjecting himself to the sanctions provided for by the regulations in force.

### **ARTICLE 32: - INSURANCE OF WORKS AND CIVIL RESPONSIBILITIES**

32.1 The CONTRACTOR must prove that he holds a "civil liability" insurance policy, for damages of any kind caused to third parties:



(a) by his salaried staff working at work; (b) by the equipment he uses; c) because of the work.  
□

32.2 In addition, the site must be covered for all the work of an "all risk building site" insurance issued by a company approved by the competent authority. The costs inherent in this insurance are borne by the CONTRACTOR.

32.3 No regulations except the start-up loan shall be made without presentation of a certificate from one company proving that the CONTRACTOR has paid in full the premiums or contributions relating to the works concerned.

32.5 The CONTRACTOR shall have a period of fifteen (15) days from the date of notification of the service order to commence work to present a certificate from an insurance company proving that it has been fully paid premiums or contributions relating to the work for this contract. After this period, the contract may be terminated.

### ARTICLE 33: - CONSISTENCY OF WORK

33.1 The works are defined in the CPT, the price schedule and the estimated detail and generally include:

These works comprise the following descriptions:

N°	DESIGNATIONS OF TASKS
Series 000	Site Installation
Tm 001	Site Installation
Tm 002	Transferring Of Equipment To And From The Site
Series 100	Clearing And Leveling
Tm 101	Clearing
Tm 108a	Backfilling With Laterite Gravel From Borrowed Pit
Series 300	Drainage
Tm 304	Cleaning Of The River Way
Tm 314	Anti-Erosion Protection(Hardcore)
Series 400	<b>Engineering Structures</b>
Tm 07	Ordinary Site Excavation
Tm 413	Stone Work for Abutment 3m<H<4m
Tm 414	Lean Concrete Dosed At 200kg/M3
Tm 415	Reinforced Concrete Dosed At 400kg/M3
Tm 416	Ordinary Formwork
Tm 417	Reinforced Concrete Dosed At 400kg/M3 For Slab
Series 500	Signalization And Security Equipment
Tm 501	Mixed Hand Rail With 75mm Pipe
Tm 502	Oil Paints

33.2 Services not provided for, due to accidents or whose complexity requires means not defined in the above documents will be performed by the company at the express request of the PROJECT OWNER by order of service. Any service EXECUTED without an order for service will not be paid by the PROJECT OWNER.

33.3 Prior to the commencement of all work, the contractor and the Project Manager shall proceed to a measure of the length of the lot and an identification of the work with marking on the roadway every hundred (100) meters. This will be the subject of a report signed by both parties.

#### 33.5 Environmental protection

The CONTRACTOR will be required to comply with the laws governing the protection of the environment in force in the Republic of Cameroon and in particular the law n ° 096/12 of 05 August 1996 on the framework law on the management of the environment and the Letter No. 00908 / MINTP / DR dated 1997 from the Minister of Public Works publishing the Guidelines for the consideration of environmental impacts in road maintenance. In particular, he must comply with the provisions of the CCTP (chapter V) in this respect.

### **ARTICLE 35: - DOCUMENTS TO BE PROVIDED BY THE COCONTRACTOR**

#### **35.1 WORK EXECUTION PROGRAMME**

35.1.1 Within a period of five (05) days from the notification of the service order to start the work of each pass, the CONTRACTOR will submit to the validation of the CONTRACT

Engineer, after approval of the Project Manager, and in six (06) copies a execution PROGRAMME of the works after a detailed visit of the site, accompanied by the Project Manager. The project manager has two (02) DAYS for the visa or rejection of the project, the CONTRACT Engineer also has three (03) days for validation or rejection. The rejects should focus on the corrections to the execution PROGRAMME to be unique at each level of validation.

35.1.2 This execution PROGRAMME will include:

- The Methodology of works;
- The CV of the Key Personnel and the copy of the diplomas;
- The organization of the company to carry out the work of each workshop;
- The quantitative survey and the location of all the essential tasks to be EXECUTED, so as to obtain a better level of service and good visibility after the works;
- A temporary signage plan for the site during the execution of the work.

### **ARTICLE 35: - ORGANIZATION AND SAFETY OF SITE**

#### **35.1 SECURITY OF WORKSITE**



### **35.1.1 Construction Identification Signs**

The identification or WORKS announcement signs will be placed at the beginning and at the end of each section, and must be put in place within a maximum of one month after the service order to start the work.

### **35.1.2 Signalisation of work**

35.1.2.1 The work SIGNALISATION shall be in accordance with the temporary signalling plan validated in the execution PROGRAMME. It is carried out under the control of the Project Manager by the contractor, the latter having to support the supply and installation of signs and signalling devices, unless otherwise stipulated in the contract.

35.1.2.2 The contractor shall be personally liable for all direct or indirect consequences of a lack of signalling or the maintenance of temporary structures necessary for the maintenance of traffic.

35.1.2.3 All costs incurred by site-specific road signs are the responsibility of the Contractor. The latter will remain alone and fully responsible for all accidents or damage caused to third parties, during the execution of the work due to his equipment or errors and omissions concerning the signalling.

### **35.1.3 Night work, holidays and Sundays.**

The works cannot continue neither at night, nor on Sundays, nor holidays without the prior written authorization of the CONTRACT Engineer.

## **35.2 MAINTAINING THE CIRCULATION**

35.2.1 The CONTRACTOR shall take all necessary steps to ensure that the circulation is maintained throughout the duration of the work of each pass. He will not be able to use the subjections that would result to evade the obligations of his market, nor to raise any claim, except in case of force majeure;

35.2.2 The CONTRACTOR will refer to the project manager, who will inform the administrative authority with territorial jurisdiction for the taking of a regulatory act in case of interruption of traffic on a route. This referral must be done at least fourteen (15) days before.

**ARTICLE 37: - SUBCONTRACTING** It is not allowed to use subcontracting.

## **Chapter IV: Acceptance Article 51: Provisional Acceptance**

### **ARTICLE 51: - ACCEPTANCE**

The provisional acceptance of the works will be granted at the end of the execution of these works.

## **51.1- OPERATIONS PRIOR TO ACCEPTANCE**

□

51.1.1 At the end of the works, the CONTRACTOR will make the request in writing to the Project ENGINEER with a copy to the CONTRACT MANAGER.

51.1.2 Within a period of seven (07) days from the date of submission of the request for acceptance, a prior visit will be organized by the Project Manager, with the participation of the CONTRACT Engineer, in the presence of the contractor.

This visit includes among other things:

- The qualitative and quantitative recognition of the work carried out;
- The possible finding of non-performance of the services provided for in the contract; - The findings relating to the completion of the works; - The route diagram of the executed works.

51.1.2 These operations are the subject of a report drawn up on the spot and signed by the Engineer, the Project Manager and countersigned by the contractor.

51.1.3 At the end of this pre-acceptance inspection, the Project Manager may specify the reserves to be lifted and the corresponding works to be carried out before the provisional acceptance date that the CONTRACT MANAGER will fix in agreement with the Engineer and the Contractor. Project manager.

## **51.2- ACCEPTANCE COMMISSION**

51.2.1 The ACCEPTANCE commission shall consist of the following members:

1. The DELEGATED CONTRACTING AUTHORITY or his representative: President;
2. The CONTRACT MANAGER, ..... Member;
3. The CONTRACT Engineer, ..... Rapporteur;
4. The REGIONAL DELEGATE MINEPAT(Project Owner)....., member;
5. The REGIONAL DELEGATE OF MINMAP or his representative, ..... observer;
6. The Stores Accountant at the regional Delegation MINEPAT NW, ..... member;
7. The Contractor or his representative....., observer;

51.2.3 The aforementioned members and the contractor are summoned, by mail from the CONTRACT MANAGER, with a copy to the Representative of the PROJECT OWNER, to take part in the ACCEPTANCE VISIT, at least seven (07) days before the date of the ACCEPTANCE.

The absence of the CONTRACTOR is equivalent to the unreserved acceptance of the conclusions of the commission of receipt.

51.2.5 The Commission, under the direction of the President, after visiting the site, examines the report or the minutes of the operations prior to the reception and pronounces or not the provisional acceptance of the works.



This will be the subject of the minutes of provisional acceptance signed forthwith by all present members of the commission.

51.2.5 The provisional acceptance report shall fix the date of completion of the work.

51.2.6 In the event that the works cannot be received, notification is made to the contractor, by way of service order signed by the PROJECT OWNER, omissions, imperfections or defects noted that make it impossible to receive. This Service Order gives notice to the contractor to complete the incomplete works or to remedy imperfections and defects in a specified period, without prejudice to the application of the provisions of Article 77 of the GCC.

When the contractor considers that the works are completed, he must again ask the PROJECT MANAGER, provisional acceptance. After the period indicated in the service order, the CONTRACT MANAGER may have another contractor perform, in accordance with the regulations in force, the execution of the necessary works, the damages, costs, risks and perils of the CONTRACTOR.

51.2.7 If the ACCEPTANCE Committee does not meet within fifteen (15) days of the favourable report prior to receipt, the CONTRACTOR cannot be held responsible for the consequences of this delay on the quality of the work EXECUTED.

51.2.8 At the end and after the acceptance of the works, the CONTRACT MANAGER will deliver to the CONTRACTOR, at his request, the certificate of completion.

#### **ARTICLE 52: - DOCUMENTS TO BE PROVIDED**

A SITE logbook will be kept by the Contractor and made available to the Project Manager and his representatives.

The CONTRACTOR may record incidents or observations that may give rise to a claim on its part.

The SITE logbook will be signed by both the Project Manager and the Site FOREMAN at each site visit.

For any claims of the CONTRACTOR, only events or documents mentioned in due time may be reported to the SITE logbook.

#### **ARTICLE 53: - WARRANTY PERIOD AND MAINTENANCE DURING THE GUARANTEE PERIOD**

##### **43.1 Guarantee period**

The period of guarantee is one year at from the date of provisional acceptance and concern only the MAINTENANCE works put in place.

##### **43.2 Maintenance during guarantee period on hydraulic structures.**

#### **Article 55: Final acceptance**

The procedure is the same as that of the provisional acceptance of works, after expiration of the period of guarantee. The acceptance commission will make sure the hydraulic structure continue to function well.

## Chapter V

□

### SUNDRY PROVISIONS

#### Article 55: Termination of the contract

The contract may be terminated ipso jure by the Delegated contracting authority, as provided for in Title V, Chapter I, Section II, Sub-Section I of Decree No. 2018/366 of June 20, 2018 relating to the Public CONTRACT Code and also in the conditions set out in sections 75, 75 and 76 of the TS (Works), including any of the following:

- Death of the contractor. In this case, the PROJECT OWNER may, if necessary, authorize the acceptance of the proposals submitted by the rights holders for the continuation of the services;
- Bankruptcy of the holder of the contract. In this case, the PROJECT OWNER may accept, if applicable, proposals that may be submitted by the creditors for the continuation of the services;
- Judicial liquidation, if the co-contractor of the Administration is not authorized by the court to continue the operation of his business;
- In the case of subcontracting, subcontracting or subcommand without prior authorization from the Delegated contracting authority or the Delegated contracting authority;
  
- Failure of the Administration's co-contractor duly noted and notified to the latter by the Delegated contracting authority to the Delegated contracting authority;
- Non-compliance with labour legislation or regulations;
- Significant variation in prices under the conditions defined by the general administrative clauses, following the modification of the economic conditions or the initial quantities of the contract;
- Fraudulent maneuvers and corruption duly noted.
- The contract may also be terminated in the following cases:
  - Delay of more than thirty (30) calendar days in the execution of a service order or unjustified termination of the work of more than seven (07) calendar days;
  - Accumulated penalties exceeding 10% of the T.T.C. amount of works; - Refusal of resumption of poorly executed work; - Failure of the contracting partner.

#### Article 56: Case of force majeure

56.1 Cases of force majeure shall be recorded in accordance with the provisions of Section 75 of the GCC.

56.2 It is the responsibility of the Delegated contracting authority to assess the nature of force majeure and the evidence provided by the CONTRACTOR.

#### Article 57: Disagreements and disputes

Any dispute or dispute arising between the contracting parties shall be the subject of an attempt at a friendly settlement.



In the absence of amicable settlement, any dispute arising from the contract will be brought before the competent Cameroonian jurisdiction, in accordance with the provisions of Article 187 of Decree No. 2018/366 of 20 June 2018 on the PUBLIC CONTRACT CODE.

**Article 58: 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 59 and last: Entry into force of the contract**

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

□

## Document No. 5: Technical specifications



## **TECHNICAL SPECIFICATIONS**

□

The present special technical clause (CCTP) describes the construction of 6m span culvert ring at Mubafu in Santa, Mezam division of the North-West region

The complete works for the construction of 6m span culvert ring at Mubafu in Santa, Mezam Division of the North-West region

LOT 100: SITE INSTALATION

LOT 300: DRAINAGE

LOT 400: ENGINEERING STRUCTURES

Works are defined within the framework of the reference of construction of culverts under the general condition of ordering of work and the quantitative estimate of the offer.

### **VI.2- Contractility of the C.C.T.P**

VI.2.1- The special technical specifications are considered contractual

VI.2.2-The CCTP consist of the various technical specifications relating trade, as Well as the general clauses the technical documents unified (DTU) and the Building Regulations of 91 Edition. It should be noted that these specifications complete the construction plans and the construction plans complete the specifications. The Control Engineer 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 instruction are written. Both the contractor and the Control Engineer shall initial the 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 Control Engineer who is at his disposal for necessary information and inquiries, any works carried out in negation to these instructions or provisions shall be demolished at the expense of the contractor.

### **VI.3- TECHNICAL REQUIREMENTS**

#### **VI.3.1- SITE RECONNAISSANCE**

The Contractors are contractually famous, if before handing-over their offer, have carried out reconnaissance of the existing site situation.

In general, all the points being carried out that can have an influence on the execution of the work for these lots and on their costs.

With regard to joint constructions concerned with these work, the Contractor is also by contract famous:

- To have visited the site;
- To have taken perfect knowledge: type, nature and state of conservation of existing construction;
- To have taken knowledge of the plans of this construction,
- To have carried out all the investigations which they will have considered to be useful on this project.

The offers of the companies will be thus considered by contract to take account of all the observations made at the time of this reconnaissance and to explicitly include/understand or implicitly take complementary protection measures.

The companies will be able, at the time of this recognition to carry out all the tests in what exists which they will consider useful.

### **VI.3.2- CLEANING**

The project site will have to be maintained in a perfect state of cleanliness. The Contractor will have to make all the provisions useful to this subject.

Waste will be evacuated out of the building site progressively and at least after two (2) days.

At the end of work, the Contractor will have to remove all protections and to carry out all cleanings necessary in the whole of the building and to deposit them with the refuse tips.

The expenses of these cleanings are the work load of the Company, in the case of not respecting these obligations of cleanings the project Owner will carry out cleaning by workers receiving benefits of his choice on simple report of not respecting the contractual obligations of the Contractor and at his expenses.

### **VI.4 COMPOSITION OF THE RECORD OF THE CLIENT**

The designed record provided by the Contracting Authority includes:

- Witten documents:

Particular technical specification clauses (CCTP);

### **VI.5 SPECIFICATIONS OF MATERIALS**

This description is intended to define the content of *the construction of a 6m span culvert ring at Mubafu in Santa subdivision-Mezam-NWR*

#### **VI.4.1 PROPERTIES OF MATERIALS**

Every material used and supplies shall be of high quality and put up in keeping with the rules and with great care. They shall meet the general specifications and the general requirements set out by the CSTB.



- **Reference of manufactured goods**

□ The Contractor shall be bound to provide all the justifications, invoices and references of manufactured goods to be used.

- **Equivalent supplies**

In case the materials referred to in the description of estimates are to be replaced by approved equivalent materials and supplies, the latter shall be at least of equal or higher quality and any justification may be requested from the Contractor before use. Every material and supplies used shall be of high quality and put up in keeping with the rules and with great care. They shall meet the general specifications and the general requirements set out by the CSTB

### **SAND**

All the sand supplied by the Contractor put at his disposal shall be subject to the approval of the Control Engineer. The granulometry shall vary between 0.80 mm and 2.5 mm for mortars and toppings and between 0.16 mm and 5 mm for concrete structures.

### **FINE GRAVELS**

All the fine gravels supplied by the Contractor or put at his disposal shall be subject to the approval of the Project Engineer. Meant for the production of concretes, fine gravels shall be homogeneous natural or crushed materials. The films of the gravels must have been blown or washed away.

### **MIXING WATER**

Water meant for the production of concretes shall be supplied by the Contractor at his expense. In general, water may be obtained near the building site from water points or rivers, provided its quality meets the conditions stated below. Water may also be obtained from other sources (boreholes, wells, etc.) Mixing waters shall be clean, not salty, and virtually free from bodies in suspension and dissolved mineral salts, namely sulphates and chlorides. It shall be forbidden to use water from swamp or peat bogs.

## **V: ENVIRONMENTAL PROTECTION**

### **V.1. SITE INSTALLATION**

The contracting party will propose to the Project Manager, before the start of the works, the location of its site facilities and will request by note verbale (site report) its authorization for installation.

The site must be chosen outside sensitive areas, in order to limit brushing, uprooting shrubs, felling trees. In the site installation area, the pruning and felling of trees with a diameter measured at 1m from the ground is greater than 20cm will be done after prior approval of the Prime Contractor.

The site must provide adequate drainage of water over its entire area. The maintenance and washing areas of the machines must be concreted and provide a sump for recovering oils and greases. These maintenance areas should have a slope towards a sump built for the occasion and towards the interior of the platform in order to avoid the flow of the polluting products towards the uncoated grounds.

At the end of the works, the contractor will carry out all the work necessary for the restoration of the premises. The other party will have to fold all his equipment, gear and materials. It will have to demolish any fixed installation, such as foundation, concrete or metallic support, etc. demolish concreted areas, decontaminate the soil if this has been the case, or generally restore the site to its closest possible state to its original state. He may not abandon any equipment or materials on or near the site. For the depositing of demolition materials, the contracting party must obtain the approval of the Contractor's site. The materials are to be covered with a layer of soil, and the site receives adequate drainage to prevent erosion.

After the withdrawal of the material, a report drawn up under the responsibility of the control mission will note the restoration of the site. It must be drawn up and attached to the P.V. from the reception of the work. The payment of the flat rate of withdrawal of the material will be able to be remunerated only with the sight of this P.V. noting the restoration of the site.

### **V.2. CAREER OPENING, LODGING OR TEMPORARY BORROWING**

The contracting partner must request the authorizations provided for by the texts and regulations in force:

- Law 76/15 of July 8, amended and supplemented by Law No. 90/021 of August 10, 1990
- Decree 88/772 of 16 May 1988 amended by decree 89/675 of 13 April 1989
- Decree 90/1577 of 9 November 1990

He will be responsible for all costs, including operating taxes and any compensation to the owner.



In case of need of new borrowing sites, the contracting party must compulsorily request the prior approval of the Project Manager (note verbale recorded in the mandatory site report). The following criteria must be respected:

- distance from the site to at least 30 m from the road,
  - distance from the site to at least 1,00 m from a watercourse, or a body of water,
  - distance from the site to at least 1 00 m from the dwellings,
  - surface to be discovered limited to the strict minimum
  - quality trees (at the discretion of the Project Manager) preserved and protected.
- Depot areas should be selected in a manner that does not interfere with the normal flow of water and should be protected from erosion. The contracting party must also obtain approval from the supervisor for the deposit areas (mandatory note verbale recorded in the site report).

If the proposed sites, the exploitation method and the planned development do not comply with the environmental directives, the Project Manager will not be able to give its approval and the contracting party must propose other sites, i.e. modify the exploitation method. , or propose the adjustments in accordance with the directives, without the contracting party being able to claim any compensation whatsoever.

The counterparty will bear all the operating expenses of the borrow pits and in particular the opening and the development of the access tracks, the clearing and the deforestation, the removal of the vegetable grounds or unwanted materials and their deposit outside the limits of the loan, as well as the development work concerning the environmental protection prescribed.

At the end of the works, the Company will perform the work necessary for the restoration of the site. These works include:

- the adjustment of overburden materials and then the adjustment of topsoil to facilitate percolation of water, sodding and planting if prescribed, • restoration of previous natural flows and development of guard ditches,
- removing the dilapidated appearance of the site by spreading and concealing large boulders,

After restoration in accordance with the regulations, a report will be drawn up and the last settlement can only be settled at the sight of the PV observing the respect of the refurbishment instructions.

### **V.3. USE OF CAREER, GITE OR LOAN PERMANENT CLASS**

The contracting party must request the authorizations provided for by the texts and regulations in force and will bear all the costs relating thereto, including the operating taxes and the possible costs of compensation to the owners.

The other party will ensure during the execution of the works

- the preservation and protection of trees when stacking materials,



- the drainage works necessary to protect the materials put in deposits, - the conservation of the plantations delimiting the quarry, - maintenance of access and service roads.

#### **V.5. CONTROL OF VEGETATION**

All plant waste will be carefully removed from shoulders, ditches or structures and removed to designated areas in a suitable location away from any dwelling. It is strictly forbidden to burn cut waste on site.

If the burning of waste is authorized in places approved by the Owner, the contracting party must have a tank of 10,000 liters and a watering pump to mitigate the eventualities of spread of fire to villages, homes, to vegetation or growing areas adjoining the site.

Tree felling and pruning operations are exceptional operations. These operations will be carried out after prior agreement of the Project Manager in the following cases:

#### **V.5. LOADING AND TRANSPORTING EQUIPMENT AND MATERIAL MATERIALS**

For all transport of materials and equipment, whatever they may be, the contracting party must comply with the regulations in force concerning the restrictions imposed on the weights and dimensions of vehicles and convoys using the public network and in particular:

- the maximum axle load, whether simple or in tandem,
- the dimensions of the vehicles,
- exceptional convoys exceeding the standards must be the subject of a special prior request,
- measures to protect the environment (loss of materials during transport, dust), • the contracting party must take all the necessary measures to limit the speed of vehicles on the site: installation of traffic signs and flag bearers, • regularly humidify the traffic lanes in inhabited areas,
- provide for deviations to existing tracks and roads.

The other party must put in place adequate mobile signaling.

#### **V.6. SANCTIONS AND PENALTIES**

The contracting party is reminded that article 79 of the framework law NI 96/12 of 5

August 1996 provides for a fine of two million (2,000,000) to five million (5,000,000) CFA francs and a term of imprisonment from six (6) months to one (1) year or one of these two sentences only, for any person who has prevented the accomplishment of the controls and analyzes provided for by the said law and / or its implementing regulations.

Article 83 of the NI 96/12 Framework Law of 5 August 1996 provides for a fine of five hundred thousand (500,000) to two million (2,000,000) CFA francs and a term



of imprisonment of six (6) months to one (1) year or both, for any person who operates a facility or uses a personal property in contravention of the provisions of that Act. In case of recidivism, the maximum amount of penalties is doubled.

Article 88 of the same framework law provides that a company that contravenes or has contravened the law during works or road maintenance works will be excluded for the one-year period from the right to bid.

Any breach of the requirements duly notified in writing (Order of Service) to the company by the inspection mission will also be recorded in the site book. This one can serve as a contractual part in case of disputes in the application of the possible sanctions.

The resumption of work or additional work resulting from non-compliance with the clauses remains the responsibility of the other party.

# PROPOSED WORKING DRAWINGS



Document No. 6:  
Unit price schedule

## **UNIT PRICE SCHEDULE**

### **GENERALITIES**

The prices in this slip include all the constraints imposed on the execution of the work as well as the local conditions that may affect their performance and cost.

The prices include in particular the labor, the supply of material and materials, the rent, the depreciation, the operation and the maintenance of the material, the transport costs of the personnel, the allowances, the agreement of the local residents for the rejection of weeding or removal products and all things necessary for the proper execution of the work.

These prices also include bonuses, insurance and social security charges due to various staff and all local taxes and fees related to good signage on the site.

The Contractor is responsible for accidents of all kinds that would occur and where the presence of the site would be questioned.

Overhead costs applied to all prices are deemed to include the installation of two information panels positioned at each end of the site, as defined by the Project Manager.



## UNIT PRICE FRAMEWORK

BILL OF QUANTITY AND ESTIMATE FOR THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN SANTA SUBDIVISION – MEZAM, NWR					
No	Description of work	Unit	QTY	UP In figure	UP In word
Tm 001	Site Installation	FF	1		
Tm 002	Transferring Of Equipment To /From The Site	FF	1		
Tm 101	Clearing	m <sup>2</sup>	100		
Tm 108a	Backfilling With Laterite Gravel From Borrowed Pit	m <sup>3</sup>	95		
Tm 304	Cleaning Of The River Way	m <sup>3</sup>	80		
Tm 314	Anti-Erosion Protection(Hardcore)	m <sup>3</sup>	10		
Tm 07	Ordinary Site Excavation	m <sup>3</sup>	80		
Tm 07a	Backfilling of the structure	m <sup>3</sup>	50		
Tm 413	Stone Work For Abutment 3m<H<4m	m <sup>3</sup>	2.00		
Tm 414	Lean Concrete Dosed At 200kg/M3	m <sup>3</sup>	4		
Tm 415	Reinforced Concrete Dosed At 400kg/M3	m <sup>3</sup>	27.6		
Tm 416	Ordinary Formwork	m <sup>2</sup>	60		
Tm 417	Reinforced Concrete Dosed At 400kg/M3 For Slab	m <sup>3</sup>	35		
Tm 501	Mixed Hand Rail With 75mm Pipe	ml	6		
Tm 502	Oil Paints	m <sup>2</sup>	25		

Document No. 7:  
Bill of quantities and cost  
estimates



<b>BILL OF QUANTITY AND ESTIMATE FOR THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN SANTA SUBDIVISION – MEZAM, NWR</b>					
<b>No</b>	<b>Description of work</b>	<b>Unit</b>	<b>QTY</b>	<b>UP</b>	<b>AMOUNT</b>
Series 000	Site Installation				
Tm 001	Site Installation	FF	1		
Tm 002	Transferring Of Equipment To /From The Site	FF	1		
	<b>Sub Total Installation</b>				
Series 100	Clearing And Leveling				
Tm 101	Clearing	m <sup>2</sup>	100		
Tm 108a	Backfilling With Laterite Gravel From Borrowed Pit	m <sup>3</sup>	95		
	<b>Sub Total Clearing And Leveling</b>				
Series 300	Drainage				
Tm 304	Cleaning Of The River Way	m <sup>3</sup>	80		
Tm 314	Anti-Erosion Protection(Hardcore)	m <sup>3</sup>	10		
	<b>Sub Total Drainage</b>				
Series 400	<b>Engineering Structures</b>				
Tm 07	Ordinary Site Excavation	m <sup>3</sup>	80		
Tm 07a	Backfilling of the structure	m <sup>3</sup>	50		
Tm 413	Stone Work For Abutment 3m<H<4m	m <sup>3</sup>	2.00		
Tm 414	Lean Concrete Dosed At 200kg/M3	m <sup>3</sup>	4		
Tm 415	Reinforced Concrete Dosed At 400kg/M3	m <sup>3</sup>	27.6		
Tm 416	OrdinaryFormwork	m <sup>2</sup>	60		
Tm 417	Reinforced Concrete Dosed At 400kg/M3 For Slab	m <sup>3</sup>	35		
	<b>Subtotal Of Engineering Structures</b>				
Series 500	Signalization And Security Equipment				
Tm 501	Mixed Hand Rail With 75mm Pipe	ml	6		
Tm 502	OilPaints	m <sup>2</sup>	25		
	<b>Sub TotalSignalization/ Security Equipment</b>				
	<b>Total WithoutTax</b>				
	Vat (19.25%)				
	Air 2.2%/5.5%				
	Amount TTC				
	<b>Net Payment</b>				

Document No. 8:  
Sub detail of breakdown of unit  
price



# SUB-DETAIL MODEL OF BREAKDOWN PRICES

PRICE SUB-DETAIL				
	DESIGNATION :			
PRICE N °	Daily yield	Total quantity	Unité	Activity duration
	CATEGORIES	Daily salary	Billeddays	Amount
W O R K F O R C E				
	TOTAL A			
EQ U I P M E N T A N D	TYPE	Daily rate	Billeddays	Amount
	TOTAL B			
M A T E R I A L S N E C E S S A R Y				
	TOTAL C			
D	DIRECTS TOTAL COST A+B+C			
E	Construction site overhead	%	= Dx%	
F	Headquartersoverhead	%	= Dx%	
G	RETURN COST OF	-	= D+E+F	
H	Risks and Benefits	%	GX%	
P	SALE PRICE EXCLUDING TAXES		= G+H	
V	UNITARY SALE PRICE WITHOUT TAXES		= P/Quantity	

Document No. 9:  
Draft contract



## Structure of a contract

### **Summary**

Part I: Special Administrative Conditions (SAC)

Part II: Description of WORKS

Part III: Schedule of Prices and Quantities

Part IV: Execution calendar

REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie

-----  
*[Indiquer le Maître d'Ouvrage]*

REPUBLIC OF CAMEROON  
Peace-Work-Fatherland

-----  
*[Indicate Project Owner]*

**CONTRACT No** \_\_\_\_\_ *[Delegated contracting authority to be indicated/  
type Tender Board]*

Awarded **after** Invitation to tender No. \_\_\_\_\_ /IT /PO/TB/00 of \_\_\_\_\_

**HOLDER OF CONTRACT:** \_\_\_\_\_ *[indicate the holder and his full address]*

P.O. Box 0000 at \_\_\_\_\_, Tel \_\_\_\_\_, Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_ A issued at \_\_\_\_\_

Taxpayer's No. \_\_\_\_\_

**SUBJECT OF CONTRACT:** \_\_\_\_\_ *[indicate the full subject of the works]*

**PLACE OF EXECUTION:** \_\_\_\_\_ *[indicate]*

**AMOUNT IN CFA F:**

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

**[ EXECUTION DEADLINE:** \_\_\_\_\_ *[In days, weeks, months or years]*

**FINANCING:** *[Indicate source of financing]*

**BUDGET HEAD:** \_\_\_\_\_ *[To be filled]*

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

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

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

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



**BETWEEN:**

The Republic of Cameroon, represented by *[indicate Project Owner]*  
Hereinafter referred to as "**the Delegated contracting authority**",

**ON THE ONE HAND,**

**AND:**

\_\_\_\_\_ **COMPANY**

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

Business Registry No. \_\_\_\_\_ A

Taxpayer's No. \_\_\_\_\_

*[indicate name of contractor, his full address as well as the name of the mandated signatory]* ,  
hereinafter referred to as "**THE CONTRACTOR**"

**ON THE OTHER HAND,**

**IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:**

Page \_\_\_\_\_ and Last of Contract No. \_\_\_\_\_ /C or JO/PO/TB/0000 *[recall the method of award of contract]*

With-----

For the supply of \_\_\_\_\_

**Contract price:** *[recall in CFA francs inclusive of all taxes in figures and words]* **Execution deadline:** *[fill in days, weeks, months or years]*

**Read and accepted by the Contractor**

(place of signature)\_\_\_\_\_ (date)

**Signature of Delegated contracting Authority**

(place of signature)\_\_\_\_\_ (date)

**Registration**



DOCUMENT No. 10:  
Model documents to be used by  
bidders

## **Model table**

**Annex 1:** Tender Template.

**Annex 2:** Bid bond template.

**Annex 3:** Final bonding model.

**Annex 5:** Model of advance loan guarantee.

**Annex 5:** Model of guarantee retainer.



## Annex 1: Tender Template

I, the undersigned ... [indicate the name and the quality of the signatory] representing the company, the company or the group ... whose head office is at ... registered in the commercial register of ... under the number ...

After having read all the documents appearing or mentioned in the tender documents including the addendum (s), the invitation to tender [recall the number and subject of the Call Offers]

- After having personally visited the site of the works and having greatly appreciated the situation and noted the nature and constraints of the work to be done

- Remits, bearing my signature, the list of unit prices and the estimate established in accordance with the frameworks in the tender dossier.

- Submit me and undertake to perform the work in accordance with the tender documents, for the prices I have established for each type of work, which prices show the amount of the offer for Lot No ..... to

- ..... [in numbers and in letters] Cfa francs Excluding VAT, and

..... CFA Francs All Taxes Included. [in figures and in letters]

- I undertake to perform the work within a period of ..... months

- Also commit myself to maintain my offer within the time limit ..... days [indicate the period of validity, in principle 90 days for the NSO and 120 days for the ICB ] from the deadline for submission of tenders.

- The discounts and the conditions of application of the said rebates are the following ones (in case of possibility of attribution of several lots):

The Client will release the sums due by him under this contract by giving credit to the account n ° ..... opened at name of ..... at the bank ... Agency of ...

Before signing the contract, the present bid accepted by you will be worth engagement between us.

Made in ..... the .....

Signature of .....

in quality of ..... duly authorized to sign the tenders for and in the name of .....

## Annex 2: Model Bid Deposit

A [indicate the Delegated contracting authority and its address], "the Delegated contracting authority"

Whereas the company ..... .., hereinafter referred to as "the tenderer", submitted its offer dated ..... .. to [recall the subject of the Invitation to Tender], hereinafter referred to as "the offer", and for which it must attach a provisional bond equivalent to [insert amount] CFA francs,

We ..... .. [name and address of the bank], represented by ..... .. [names of signatories], hereinafter referred to as "the bank", declare to guarantee payment to the Delegated contracting authority of the maximum sum of [insert amount] CFA Francs, which the bank undertakes to pay in full to the Delegated contracting authority, binding itself, its successors and assigns.

The conditions of this obligation are as follows:

If the tenderer withdraws his tender during the period of validity laid down in the Tender Documents; or

If the tenderer has been notified of the award of the contract by the Delegated contracting authority during the period of validity:

- to sign or refuse to sign the contract, while it is required to do so;
- fails or refuses to provide the final contract security (final bond), as provided for in the contract.

We undertake to pay to [Delegated contracting authority] an amount up to the maximum of the sum stipulated above, upon receipt of its first written request, without the Delegated contracting authority having to justify its request, provided, however, that in its request, the Delegated contracting authority will note that the amount claimed by the Delegated contracting authority is due to it because one or both of the above conditions, or both, are met, and that it will specify which (s) condition (s) has (have) played.

This deposit shall enter into force upon signature and from the date fixed by the Delegated contracting authority for the submission of tenders. It will remain valid until the thirtieth day inclusive after the end of the period of validity of the offers. Any request from the Delegated contracting authority to have it played shall reach the bank by registered letter with acknowledgment of receipt, before the end of this period of validity.

This deposit is subject for its interpretation and execution under Cameroon law. The courts of Cameroon shall have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank

to ..... .., the ..... ..  
[bank signature]



### Annex 3: Final Bond Model

Bank:

Reference of the Deposit: N ° .....

A [indicate the Client and his address] Cameroon, hereinafter referred to as the Employer "

Whereas; ... .. [name and address of the undertaking], hereinafter referred to as "the contractor", undertook, in execution of the designated contract "the contract", to carry out [indicate the nature of the work ]

Whereas he; is stipulated in the contract that the contractor will give the Client a final bond, equal to [indicate the percentage between 2 and 5%] of the amount of the works of the corresponding contract, as a guarantee of the execution performance obligations in accordance with market conditions,

Whereas; we agreed to give the contractor this bond.

We,..... .. [name and bank address], represented ..... .. [names of signatories], hereinafter referred to as "the bank", we undertake to pay to the Owner, within a maximum period of eight (08) weeks, upon request in writing stating that the Contractor has not fulfilled its contractual obligations under the Contract, without being able to defer payment or raise any dispute for any reason, any amount up to ... .. [in figures and in letters].

We agree that no changes or additions or other changes to the Market will release us from any obligation under this Final Bond and we hereby waive any change, addendum or change.

This final bond shall take effect upon signature and upon notification of the contract. The deposit is released within [insert time] from the date of provisional acceptance of the work.

After the aforementioned period, the deposit becomes moot and must be automatically returned to us without any form of procedure.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received at the bank during the period of validity of this commitment.

This final guarantee is submitted for its interpretation and execution under Cameroonian law. The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences. Signed and authenticated by the bank  
to ..... .., the ..... ..

## Annex 5: Model of a Start Advance Bond

Bank: reference, address .....

We the undersigned (bank, address), declare hereby guarantee, on behalf of: .....  
..... [the holder], for the benefit of the  
Owner [Address of the Owner]  
(" The beneficiary ")

Payment, without dispute and upon receipt of the first written request of the beneficiary, declaring that ..... .. [the holder] does not has not paid its obligations, relating to the repayment of the start-up loan according to market conditions .....  
..... of ... .. relating to the work [indicate the purpose of the work, the references of the Call for Tenders and the lot, if possible], of the maximum total sum corresponding to the advance of [twenty (20)%] of the amount of all taxes included in the contract No ....., payable upon notification of the corresponding service order, that is: ..... .. CFA francs

This guarantee will come into effect and will take effect after transfer of the respective shares of this advance to the accounts of ..... .. [the holder] open at the bank ..... .. under number .....  
..... ..

It will remain in effect until repayment of the advance in accordance with the procedure set by the SCC. However, the amount of the deposit will be reduced proportionately to the repayment of the advance as and when repayment.

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

Signed and authenticated by the bank  
to ..... .., the ..... ..

[bank signature]



## Appendix 5: MODEL RETENTION FUND

Bank: .....  
Reference of the Deposit: N ° .....  
A [indicate the Owner]  
[Address of the Delegated contracting authority]

hereinafter referred to as "the Client"

Whereas; ..... [name and address of the company],  
hereinafter referred to as " the Contractor ", undertook, in execution of the contract, to carry out  
the work of [indicate the purpose of the work]

whereas he; is stipulated in the contract that the holdback of [% below 10% to be specified] of  
the TTC amount of the contract may be replaced by a joint and several guarantee,

Whereas; we have agreed to give the contractor this bond, We, .....  
..... [name and bank address], represented by .....  
..... [names of signatories], and hereinafter  
referred to as "the bank",

Therefore, we hereby affirm that we are the guarantors and responsible to the Owner, in the name  
of the contractor, for a maximum amount of ..... [in figures and in  
words], corresponding to [less than 10% to be specified] of the amount of the contract, And we  
undertake to pay the Owner, within a maximum period of eight (08) weeks, upon a simple written  
request from the latter stating that the contractor has not satisfied his contractual commitments or  
that he is found to be the Principal's debtor under the amended contract, if necessary by its  
amendments, without being able to defer payment or raise any dispute for any reason whatsoever,  
any sum (s) within the limits of the amount equal to [percentage less than 10% to be specified] of  
the cumulative amount of work included in the final statement, without the Owner having to prove  
or give the reasons or the reason for his request for the amount of the sum indicated above .

We agree that no changes or additions or other changes to the market will release us from any  
obligation under this warranty and we hereby waive any change, addendum or change.

This guarantee comes into force upon signature. It will be released within thirty (30) days from the  
date of final acceptance of the works, and on release delivered by the Owner.

Any request for payment made by the Client under this guarantee must be made by registered  
letter with acknowledgment of receipt, received at the bank during the period of validity of this  
commitment.

This deposit is subject for its interpretation and execution under Cameroon law. The Cameroonian  
courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its  
consequences.

Signed and authenticated by the bank  
to ..... , the .....  
[bank signature]

## Document No. 11: Bids evaluation Grid



**OPEN NATIONAL INVITATION TO TENDER**  
N° \_\_\_\_\_/ONIT/GOV-NWR/RTBNWR/2024 OF \_\_\_\_\_

**THE CONSTRUCTION OF A 6M SPAN CULVERT RING AT MUBAFU IN  
SANTA SUBDIVISION, MEZAM DIVISION, NORTH WEST REGION BY  
EMERGENCY PROCEURE**

**EVALUATION GRID OF BIDS**

**ENTREPRISE:**

**B.P.:**

**ELIMINATING CRITERIA::**

- a) Absence of the bid bond;
- b) Absence after 48 hours after the submission of tenders, of at least one of the documents of the administrative file with the exception of the bid bond;
- c) Non-compliance after a period of 48 hours after the submission of tenders of at least one of the documents in the administrative file;
- d) False declaration or falsified documents;
- e) A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- f) Non-compliance with model bid and amount;
- g) Incomplete financial file;
- h) Absence of a quantified unit price;
- i) Modification of quantity;
- j) Non-respect of 75% of essential criteria;
- k) Name of company suspended by MINMAP in 2023.

**ESSENTIAL CRITERIA:**

**A - MANAGEMENT STAFF (03 criteria)**

<b>A 1 – Works Director (03 criteria)</b>		
<b>A 1-1 Qualification</b>		
<b>Désignation</b>	<b>YES</b>	<b>NO</b>
Works Director with at least B.Sc in Civil Engineering (certified copy of the diploma, signed and dated CV, certificate of presentation of the original diploma, Attestation from National Order of Civil Engineerers, certificate of availability) NB: You must present all the parts listed in parenthesis to deserve the "YES".		
<b>A 1-2 Professional experience</b>		
NB: the experience is evaluated only if the CV is produced and signed by the interested party		
<b>Désignation</b>	<b>YES</b>	<b>NO</b>

General experience in the field of bridges and road works $\geq 10$ years		
Number of bridges constructed as Works Director $\geq 03$ project		
<b>A 2 – Site Foreman (03 criteria)</b>		
<b>A 1-1 Qualification</b>		
<b>Désignation</b>	<b>YES</b>	<b>NO</b>
Site Foreman at least HND in Civil Engineering (certified copy of the diploma, signed and dated CV, certificate of presentation of the original diploma, certificate of availability) NB: You must present all the parts listed in parenthesis to deserve the "YES".		
<b>A 1-2 Professional experience</b>		
NB: the experience is evaluated only if the CV is produced and signed by the interested party		
<b>Désignation</b>	<b>YES</b>	<b>NO</b>
General experience in the field of roadworks $\geq 05$ years		
Number of road maintenance projects carried out as Site Foreman $\geq 03$ project		
<b>A 3 – Environmentalist (03 criteria)</b>		
<b>A 1-1 Qualification</b>		
<b>Désignation</b>	<b>YES</b>	<b>NO</b>
Environmentalist at least BSc in Environmental Science(certified copy of the diploma, signed and dated CV, certificate of presentation of the original diploma, certificate of availability) NB: You must present all the parts listed in parenthesis to deserve the "YES".		
<b>A 1-2 Professional experience</b>		
NB: the experience is evaluated only if the CV is produced and signed by the interested party		
<b>Désignation</b>	<b>YES</b>	<b>NO</b>
General experience in the field of roadworks $\geq 02$ years		
Number of road maintenance projects carried out as Environmentalist $\geq 02$ project		

**NB: Any public official listed on the staff who has not submitted all the documents likely to justify his release from the Public Service will be considered invalid.**

#### **B - MATERIALS (05 criteria)**

<b>NB: The candidate must justify (see the proof in Exhibit 3: RPAO) the possession of the equipment or rental of the equipment to earn the "YES".</b>		
<b>EQUIPMENT</b>		
<b>TYPE OF EQUIPMENT</b>	<b>YES</b>	<b>NO</b>
A pickup 5wd vehicle		



Concrete mixer		
excavator		
02 Dump Trucks		
A concrete vibrator		
Small equipment (at least 05 machetes, 5 spade shovels, 5 round shovels, 5 wheelbarrows, 20 pairs of gloves)		

### **C- REFERENCES OF THE BIDDER (02 criteria)**

NB: To receive the quotation "YES", the Bidder must enclose the extracts of registered contracts with the minutes of acceptance of works or the certificates of completion.

<b>Désignation</b>	<b>YES</b>	<b>NO</b>
Performing one (02) contract for the construction of a bridge during the last ten years with amount greater than or equal to 60 million		
Have performed in the last 5 years two (01) contracts involved with the use of concrete last five years with amount greater than or equal to 150 million		

Document No. 12:

List of banking establishments and  
financial bodies authorized to issue  
bonds for public contracts



## **I- BANKS**

- 1) AFRILAND FIRST BANK (FIRST BANK)
- 2) BANQUE ATLANTIQUE CAMEROUN (BACM)
- 3) BANQUE GABONAISE POUR LE FINANCEMENT INTERNATIONAL (BGFIBANK)
- 4) BANQUE INTERNATIONALE DU CAMEROUN POR L'EPARGNE ET LE CREDIT (BICEC)
- 5) CITIBANK CAMEROUN (CITIGROUP)
- 6) COMMERCIAL BANK – CAMEROUN (CBC)
- 7) ECOBANK CAMEROON (EBC)
- 8) NATIONAL FINANCIAL CREDIT BANK (NFC-BANK)
- 9) SOCIETE COMMERCIALE DE BANQUES – CAMEROUN (CA SCB)
- 10) SOCIETE GENERALE DE BANQUES AU CAMEROUN (SGBC)
- 11) STANDARD CHARTERED BANK CAMEROUN (SCBC)
- 12) UNION BANK OF CAMEROON PLC (UBC)
- 13) UNION BANK FOR AFRIKA (UBA)
- 14) SOCIETE COMMERCIAL DES BANQUES-CAMEROON (SCB-CAMEROON)
- 15) BANQUE CAMEROUNAISE DES PETITES ET MOYENNES ENTREPRISE (BC-PME)
- 16) BANK OF AFRICA CAMEROON (BOA CAMEROON)

## **II- INSURANCES**

- 1- ACTIVA ASSURANCES, BP 12 970 Douala;
- 2- CHANAS ASSURANCES, BP 109 Douala,
- 3- ZENITHE INSURANCE, P.O Box 735 Bamenda
- 4- AREA ASSURANCES
- 5- ATLANTIQUE ASSURANCES
- 6- BENEFICIAL GENERAL ASSURANCES
- 7- CPA SA
- 8- NSIA ASSURANCES
- 9- PRO ASSUR SA
- 10- SAAR SA
- 11- SAHAM ASSURANCES