

REPUBLICUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA DÉCENTRALISATION
ET DU DEVELOPPEMENT LOCAL

DELEGATION REGIONALE DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

ARRONDISSEMENT DE BABESSI

COMMUNE DE BABESSI

SECRETARIAT GENERALE



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGIONAL DELEGATION

NGOKETUNJIA DIVISION

BABESSI SUB-DIVISION

BABESSI COUNCIL

GENERAL SECRETARIAT

BABESSI COUNCIL INTERNAL TENDERS' BOARD

OPEN NATIONAL INVITATION TO TENDER

N° 04/ONIT/MINDDEVEL/BC/BCITB/PIB/ 2025 OF 15/01/ 2025 FOR
THE OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION
TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS
STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO
TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA
DIVISION IN NORTH WEST REGION.

PROJECT OWNER: THE MAYOR - BABESSI COUNCIL

FINANCING : MINTP PUBLIC INVESTMENT BUDGET OF 2025
IMPUTATION :
RECORD N° :
BUDGET HEAD:

FINANCIAL YEAR 2025

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Document No. 1

Tender Notice

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
MINISTRE DE LA DÉCENTRALISATION
ET DU DÉVELOPPEMENT LOCAL
DELEGATION REGIONALE DU NORD OUEST
DEPARTEMENT DE NGOKETUNJIA
ARRONDISSEMENT DE BABESSI
COMMUNE DE BABESSI
SECRETARIAT GENERALE



REPUBLIC OF CAMEROON
Peace-Work-Fatherland
MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT
NORTH WEST REGIONAL DELEGATION
NGOKETUNJIA DIVISION
BABESSI SUB-DIVISION
BABESSI COUNCIL
GENERAL SECRETARIAT

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N° 04 /ONIT/MINDDEVEL/BC/BCITB/PIB/ 2025 OF 15/01/2025
FOR THE OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO
KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO
TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI
MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION.

1. Subject of the invitation to tender:

Within the framework of 2025 Public Investment Budget, the Mayor BABESSI Council; Project Owner and Contracting Authority hereby launches an Open National Invitation to Tender **FOR THE OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION.**

2. Nature of work:

Work to be done consists of

- Bush clearing ;
- Felling of trees ;
- Grubbing and stripping of topsoil ;
- Grading of the the platform including side drain and off-shuts ;
- Placing of concrete culvert Ø 800;
- Stone masonry sump for Ø 800 culvert ;
- Ø 800 culvert head with rubble stone masonry;
- Etc.

3. Execution deadline

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this invitation to tender is **four (04) calendar months**

4. Lots

The works is in single lot.

5. Estimated cost

The estimated cost after preliminary studies is **Sixty five million (65,000,000) Francs CFA.**

6. Participation and origin

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

7. Financing

Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of the MINTP

8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **one million three hundred thousand (1,300,000) Francs CFA**, valid for thirty (30) days beyond the date of validity of bids. As per article 90 (9) of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond.

9. Consultation of Tender File:

The file may be consulted during working hours at the technical service of Babessi Council. Telephone N° 670 76 34 71 as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the Award service of the BABESSI Council, Telephone N° 670 76 34 71 as soon as this notice is published against payment of a non-refundable sum of **Seventy five thousand (75,000) F CFA**, payable at the BABESSI Council Municipal Treasury, representing the cost of purchasing the tender file.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies should reach the Babessi Council premises not later than **21/02/ 2025 at 10.00 AM** local time and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER

N° 04/ONIT/ MINDDEVEL /BC/BCITB/PIB/ 2025 OF 15/01/ 2025

FOR THE OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION.

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

12. Admissibility of bids

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

They must obligatorily be **not older than three (3) months** preceding the date of launching of the tenders or may be established after the signature of the tender notice

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **21/02/2025 at 11 AM** local time, at the Conference hall of Babessi Council by the Babessi Council Internal Tenders' Board. Only bidders may attend or be represented by duly mandated persons of their choice.

14. Evaluation criteria

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

A. Eliminatory criteria

1. Absence or insufficient bid bond (outright elimination);
2. Absence or non-conformity of a document in the administrative file
3. False declaration or falsified documents;
4. Incomplete financial file;
5. Omission of a unit price in the financial bid;
6. Deadline for delivery higher than prescribed;
7. Non respect of 75% of essential criteria;
8. External envelope carrying a sign that can identify the bidder;

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace the said document else it will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

B. Essential criteria

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit;
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

These essential criteria are subject to lower limits, the details of which are spelled out in the Special Regulations of the invitation to tender

15. Award

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

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

Pursuant to justification by bidder, unconvincing abnormally low costing will not be accepted spelled out in the Special Regulations of the invitation to tender of this consultation.

16. Validity of bids

Bidders will remain committed to their offers for ninety (90) days from the deadline set for the submission of tenders.

17. Complementary information

Complementary technical information may be obtained during working hours at the Technical Service of the Babessi Council Telephone N° 670 76 34 71

Done at BABESSI on the, 15 JAN 2025.

The Project Owner

(Contracting Authority)

THE MAYOR - BABESSI COUNCIL



Copies:

- MINMAP
- ARMP
- Chairperson of TB
- Notice Board
- File/archive



AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 04/AONO/MINDDEVEL/BC/BCITB/BIP/ 2025 DU 15/ 01 / 2025 POUR LES TRAVAUX D'OUVERTURE DE LA ROUTE INTER N11 (HOTEL DE VILLE DE BABESSI)-QUARTIER KOKIBUE (3.8KM), INTER N11 (TRONCON DE DEVIATION COMMUNALE)-QUARTIER TSENKA (5.2KM) ET PALAIS DE BABESSI-QUARTIER TSENTUO (1.5KM) DANS LA COMMUNE DE BABESSI, DEPARTEMENT DE NGOKETUNJIA, REGION DU NORD OUEST

1. Objet de l'Appel d'Offres

Dans le cadre de l'exercice budgétaire 2025, le Maire de la Commune de Babessi, Autorité Contractante lance, un Appel d'Offres National Ouvert pour les travaux d'ouverture de la route Inter N11 (Hotel de ville de Babessi)-quartier Kokibue (3.8km), Inter N11 (tronçon de déviation communale)-quartier Tsenka (5.2km) et palais de Babessi-quartier Tsentuo (1.5km) dans la commune de Babessi, Département de Ngoketunjia, Region du Nord-Ouest.

2. Consistance des travaux

Les travaux comprennent notamment :

- Le Débroussaillage
- Abattage des arbres
- Le déblai ordinaire en dépôt
- La mise en forme de la plateforme y compris les fossés et exutoires ;
- Buses en béton Ø 800 ;
- Puisards en maçonnerie pour buse Ø 800 ;
- Tête de buse Ø 800 en maçonnerie de moellons ;
- Etc.

3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **Quatre (04) mois**.

4. Allotissement

Les travaux sont en **un** lot unique.

5. Coût prévisionnel

Le coût prévisionnel des travaux à l'issue des études préalables est de **soixante-cinq million (65,000,000) francs CFA**.

6. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du Cameroun de l'exercice 2025.

8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre ou une compagnie d'assurance agréée par le Ministère chargé des finances et dont la liste figure dans la Pièce 13 du DAO, d'un montant de **un million trois cent mille (1,300,000) FCFA** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de Babessi, Service de Passation des Marchés **Tel: 670 76 34 71**; dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la Mairie de Babessi, Service de Passation **Tel: 670 76 34 71**; dès publication du présent avis, contre présentation d'une quittance de versement de la somme non remboursable de **Soixante-quinze mille (75 000) Francs CFA** à la Trésorerie de la Commune de Babessi.

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 Mairie de Babessi, Service de Passation **Tel: 670 76 34 71**; au plus tard le **21/02/ 2025 à 10 heures locale** et devra porter la mention suivante :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° 04/AONO/MINDDEVEL/BC/BCITB/BIP/ 2025 DU 15/ 01 / 2025 POUR LES
TRAVAUX D'OUVERTURE DE LA ROUTE INTER N11 (HOTEL DE VILLE DE
BABESSI)-QUARTIER KOKIBUE (3.8KM), INTER N11 (TRONCON DE DEVIATION
COMMUNALE)-QUARTIER TSENKA (5.2KM) ET PALAIS DE BABESSI-QUARTIER
TSENTUO (1.5KM) DANS LA COMMUNE DE BABESSI, DEPARTEMENT DE
NGOKETUNJIA, REGION DU NORD OUEST

«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre ou une compagnie d'assurance agréée par le Ministère chargé des Finances.

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 **21/02/ 2025 à 11h00**, heure locale, dans la Salle de Conférence de Mairie de Babessi, par la Commission Interne de Passation de Marchés de la Commune de BABESSI siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A. Critères éliminatoires

Il s'agit notamment:

- 1- Absence ou insuffisance de la caution provisoire de soumission (élimination automatique) ;
- 2- Absence ou non-conformité d'une pièce administrative 48h après ouverture des plis;
- 3- Fausses déclarations ou pièces falsifiées;

- 4- Offre financière incomplète ;
- 5- Omission d'un prix unitaire ;
- 6- Délai d'exécution Supérieur aux délais impartis.
- 7- Le non-respect de 75% des critères essentiels ;
- 8- Enveloppe présentant un signe distinctif;

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
 - 2- Capacité financière ;
 - 3- Références de l'entreprise dans les réalisations similaires ;
 - 4- Qualité du personnel ;
 - 5- Organisation technique des travaux ;
 - 6- Mesures de sécurité sur le site
 - 7- Moyens logistiques ;
 - 8- Attestation et rapport de visite de site
- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page et signé au dernier page avec la mention :
Lu et approuvé;
- 10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et signé au dernier page
avec la mention : Lu et approuvé

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

15. Attribution

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

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

16. Durée de validité des offres

Les soumissionnaires restent engagés par leurs offres pendant 90 jours à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Mairie de BABESSI, Service de Passation, **Tel: 670 76 34 71;**

Fait à BABESSI, le **15 JAN 2025**

Le Maire de BABESSI,

Copie :

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


Metoh Mbak Joachim
AGRICULTURAL ENGINEER

Document No. 2

GENERAL REGULATIONS OF THE INVITATION TO TENDER

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General Rules of the Invitation to Tender

A. General

Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 1.3 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and Corruption

- 4.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle:
 - a) The following definitions shall be admitted:
 - 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" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
 - iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
 - b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 4.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two(2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to Compete

- 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 entrepreneurs, subject to the following provisions:
 - (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder), in accordance with the funding agreement.
 - (b) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) Presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

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

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

i) Legally and financially autonomous,

ii) Managed according to commercial laws and

iii) Not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.

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

Article 6: Qualification of bidder

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

(a) Submit a power of attorney making the signatory of the bid bound by the bid; and

(b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

i) The production of certified balance sheets and recent turnovers;

ii) Access to a line of credit or availability of other financial resources;

iii) Pending litigations;

iv) Availability of indispensable equipment.

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

(a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;

(b) The bid and the contract must be signed in a way that is binding on all members of the group;

(c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;

(d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;

(e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

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

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

Article 7: Visit of works site

7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Project Owner shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if

necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

- 7.3 The Project Owner may organise a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

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 of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

- Document No. 1. The tender notice;
- Document No. 2. The General Regulations of the invitation to tender;
- Document No. 3. The Special Regulations of the invitation to tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the contract:
 - a. The execution schedule;
 - b. Model of forms presenting the equipment, personnel and references;
 - c. Model bidding letter;
 - d. Model bid bond;
 - e. Model final bond;
 - f. Model of bond of start-off advance;
 - g. Model of guarantee in replacement of the retention fund;
 - h. Model contract;

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

- a. Model contract;

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

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

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

Article 9: Clarifications on the Tender File and complaints

- 9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

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

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

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

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

Article 10: Amendment of the Tender File

- 10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.
- 10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.
- 10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 11: Tender Costs

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

Article 12: Language of Bid

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

Article 13: Constituent Documents of the Bid

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

a. *Volume 1: Administrative file*

It includes:

- i) All documents attesting that the bidder:

- has subscribed to all declarations provided for by the laws and regulations in force;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or forfeiture provided for by the law in force;

- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

- iii) The written confirmation empowering the signatory of the bid to commit 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 list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc.).

b.3 Proof of Acceptance of Conditions of the Contract

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

1. The Special Administrative Conditions (SAC);

2. The Special Technical Conditions (STC).

b.4 Commentaries (optional)

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

c. Volume 3: Financial bid

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

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

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

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

Article 14: Bid Price

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

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

Article 15: Currency of Bid and Payment

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

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

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

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

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

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

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

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

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

Article 16: Validity of bids

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

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

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

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

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 bid bond shall be a full part of his bid.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the 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 Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.

17.6 The bid bond may be seized:

- a. If the bidder withdraws his bid during the period of validity;
- b. If the retained bidder:
 - i) Fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

Article 19: Preparatory meeting to the establishment of bids

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

Article 20: Form and Signature of Bid

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a. Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b. Should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

- 22.1. The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2. The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late Bids

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

Article 24: Modification, substitution and withdrawal of bids

- 24.1. A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".
- 24.2. Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3. In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4. No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. OPENING OF ENVELOPES AND EVALUATION OF BIDS

Article 25: Opening of envelopes and petitions

- 25.1. The competent Tenders Board shall open the envelopes in single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

- 25.2. Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement** bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3. All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4. Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5. Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6. At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7. In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with 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 attaches 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, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2. Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3. Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

- 27.1. To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or

authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

Article 28: Determination of compliance of bids

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

Article 29: Qualification of the bidder

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

Article 30: Correction of Errors

- 30.1. The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- (a) Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
 - (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
 - (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2. The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3. If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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

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

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

32.4. If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

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

Article 34: Award

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

34.2. If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3. Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

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

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

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

37.4. In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

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

Article 38: Signing of the contract

38.1. After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2. The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

38.3. The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

39.1. Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

39.2. The bond whose rate varies between 2 and 5 per cent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

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 first rate financial institution approved in accordance with the instruments in force.

39.4. Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Document No. 3

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Special regulations of the invitation to tender

References of the General regulations	General
1.1	Definition of works: FOR THE OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION. Name and address of the Contracting Authority: , The Mayor of BABESSI, Reference of Invitation to tender: N° 04/ONIT/MINDDEVEL/BC/BCITB/PIB/ 2025 OF 15/01/ 2025
1.2	Execution deadline: Four (04) Months
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of the Ministry of MINTP , budget head
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

A. Eliminatory criteria

- 1 Absence or insufficient bid bond (outright elimination);
2. Absence or non-conformity of a document in the administrative file
3. False declaration or falsified documents;
4. Incomplete financial file;
5. Omission of a unit price in the financial bid;
6. Deadline for delivery higher than prescribed;
7. Non respect of 75% of essential criteria;
8. External envelope carrying a sign that can identify the bidder;

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace said document else will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

B. Essential criteria

- 1) General presentation of the bids;
- 2) Financial capacity;
- 3) References of the company in similar achievements;
- 4) Quality of the personnel;
- 5) Technical organization of the works;
- 6) Logistics;
- 7) Special Technical Clauses initialed in all the pages and signed on the last page;
- 8) Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

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

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

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

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

ARTICLE 6: Language of the bids:

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

PRESENTATION OF THE TENDER

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

- A) **Administrative Documents**
- B) **Technical Documents**
- C) **Financial Documents**
- 5.1 **External envelope.**

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

OPEN NATIONAL INVITATION TO TENDER

N° 04/ONIT/MINDDEVEL /BC/BCITB/PIB/ 2025 OF 15/ 01 / 2025

FOR THE OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION.

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled; .

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber 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 or an insurance company 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 BABESSI municipal treasury
A.6	A bid bond of one million three hundred thousand (1,300,000) FCFA issued by a first rate-bank or an insurance company 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	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.10	A Certificate of tax compliance attesting that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.11	Plan of localization

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace the said document else it will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

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

B.1	General presentation of the tender files		
B.1.1	-Document spirally bound -Table of content page		
B.1.2	-Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. Minimum acceptable: 02 Contracts realized in the domain of building construction over the past 05 years		
	1st Reference		
	2nd reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	01 works supervisor (at least civil or rural engineer or equivalent certificate)		
	Qualification of the works supervisor: (Civil or rural Engineering certificate (BAC +3) Professional experience of the project engineer \geq 03 years (signed CV)		
	<ul style="list-style-type: none"> ➤ A certified copy of the technical diploma, ➤ Certified copy of ID card 		
	<ul style="list-style-type: none"> ➤ An Attestation of presentation of original of the technical diploma ➤ CV signed by the candidate, ➤ Commitment of availability 		
B.3.2	Site foreman No 1 (Civil Engineering Senior Technician)		
	Qualification of the Site foreman: (Senior Technician certificate in Civil Engineering (HND or equivalent certificate) (HND or Professional experience of the Site foreman \geq 03 years (signed CV)		
	<ul style="list-style-type: none"> ➤ A certified copy of the technical diploma, ➤ Certified copy of ID card 		
	<ul style="list-style-type: none"> ➤ An Attestation of presentation of original of the technical diploma ➤ CV signed by the candidate, ➤ Commitment of availability 		
B.3.3	Chief Builder		
	Qualification of Chief Builder: (CAP certificate or equivalent) Professional experience >03years (certified copy of the technical diploma and signed CV only)		

B.3.4	Chief Carpenter		
	Qualification of Chief carpentry : (CAP certificate or equivalent) Professional experience >03years (certified copy of the technical diploma and signed CV only)		
B.4	TECHNICAL PROPOSALS		
B.4.1	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.2	Logical sequence for the execution of the task		
B.4.3	Organization of works/methodology		
B.4.4	Quality control method		
B.4.5	Environmental protection measures		
B.4.6	Security and safety at the site		
B.4.7	Planning of execution of works.		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	Proof of ownership or rental of a dump truck		
B.5.3	Proof of ownership or rental of a bulldozer		
B.5.4	Proof of ownership or rental of a grader		
B.5.5	Proof of ownership or rental of a concrete vibrator		
B.5.6	Proof of ownership or rental of a concrete mixer		
B.5.7	Proof of ownership or rental of a Hand compactor		
B.5.8	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
B.5.9	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 75% of the project amount		
B.7	Attestation of site visit signed by the director of the Company on honour		
B.8	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.9	Special Technical Clauses initialed in all the pages and last page signed and dated with the following note: Read and approved		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed and dated with the following note: Read and approved		

ENVELOPE C- FINANCIAL FILE

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

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.

- The various parts of the same file must be separated with colour guides from as well in the original as in the copies, so as to facilitate its examination

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **four hundred and sixty thousand (460,000) FCFA**.

The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country. It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

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

10.3 Guarantee Retention

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

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers.

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

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

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

OPEN NATIONAL INVITATION TO TENDER

N° 04/ONIT/ MINDDEVEL /BC/BCITB/PIB/ 2025 OF 15/01/ 2025 FOR THE OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION.

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

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest **21/02/2025 at 10:00 AM**, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT
BABESSI COUNCIL
SERVICE OF AWARD**

Tel: 670 76 34 71;

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the files will be carried out in the Conference room of the Babessi Council on **21/02/2025 as from 11:00 AM**, by the Babessi Council Internal Tender Board sitting in the presence of the bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the contract

The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 75%** of the essential criteria taken into account.

The decision carrying attribution of the contract will be published by way of press release or any other means of publication of use in the Administration.

If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

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

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

DOCUMENT No. 4:
SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
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Chapter II: Financial conditions

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- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
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Chapter I: General

Article 1: Subject of contract

The subject of this contract shall be THE OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION.

Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation To Tender N° 04/ONIT/ MINDDEVEL /BC/BCITB/PIB/ 2025 OF 15/01/ 2025

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Lord mayor of Babessi Council**
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer shall be the **Divisional Delegate of Public Works for Ngoketunjia** hereinafter referred to as the Engineer and shall sign the "Attachment"
- The Project Owner is the **Lord Mayor of Babessi Council**. He represents the beneficiary administration of the works.
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Project Manager shall be the **Chief of Technical Service MINTP Ngoketunjia** herein after referred to as the Follow up Engineer.
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The **Control Brigade of MINMAP** shall carry out regular unannounced control visit to the site to ensure the respect of this jobbing order.
- The contractor shall be [to be specified].

3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be the **Lord Mayor of BABESSI Council**.
- The authority in charge of the clearance of expenditures shall be the **Divisional Controller of Finance Ngoketunjia**.
- The body or official in charge of payment shall be the **Municipal Treasurer Babessi Council Treasury**.
- The official competent to furnish information within the context of execution of this contract shall be the **Lord Mayor of Babessi Council**.

3.3 Duties of the Control Mission, Project Manager

3.3.1 Missions [to be completed, where need be]

3.3.2 Means put at the disposal of the Control Mission [to be completed where need be].

Article 4: Language, applicable law and regulation

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

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

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

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

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

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents [insert and indicate, where need be, names and references].
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract [insert and indicate, where need be, names and references].

Article 6: General instruments in force

This contract shall be governed by the following general instruments [to be adapted according to the case]:

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
8. Circular No. 002/CAB/PM of 21 January 2011 relative to the amelioration of the performance of the public contract system;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:

- a) In the case where the contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;
- b) In the case where the Project Owner is the addressee:
Sir/Madam_____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is:

Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

- 1.2 The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager.

Article 8: Administrative Orders (Article 8 of GAC)

- 8.1 The Administrative Order to start execution of works shall be signed and notified to the Contractor by the **Contracting Authority/ Project Owner** with a copy to MINMAP, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Based on the minutes of a site meeting jointly signed by **Contracting Authority/Project Owner, MINMAP and Project Engineer** Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by the **Contracting Authority/Project Owner** and notified by the **Project Engineer** to the Contractor with a copy to the **MINMAP, the Project Manager** and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed by the Contracting Authority/ Project owner based on the report of a joint site visit done by Contracting Authority/Project Owner, MINMAP and Project Engineer, and notified to the Contractor by the Contract Engineer with a copy to MINMAP and Project Manager
- 8.4 Administrative Orders serving as warnings shall be signed by the **Contracting Authority/Project Owner** and notified to the Contractor by the **Contract Engineer** with a copy to **MINMAP and Project Manager**.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the **Contracting Authority/Project Owner** and notified to the Contractor by the **Contract Engineer** with a copy to **MINMAP and Project Manager**.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the **Project owner** upon the proposal of the **Contract Engineer** and notified to the Contractor by the **Contract Engineer** and a copy sent to **MINMAP and Project Manager**.

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: Contracts with conditional phases (Article 9 of GAC)

- 9.1 [Specify if the contract has one or several phases]
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

Chapter II: Financial conditions

Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)

11.1 Final bond

The final bond shall be set at 2% of the amount of the contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.

11.2 Performance bond

The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the contractor.

11.3 Guarantee of start-off advance

20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee

Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)

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

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

Article 13: Place and method of payment

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

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

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

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

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

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

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

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty per cent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten per cent for loss, stocking and handling;

- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

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

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

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

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

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

Article 20: Advances (article 28 of the GAC)

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

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

20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (75) percent of the amount of the contract.

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

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

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

21.1 Establishment of works executed

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

21.2 Monthly detailed account

No later than the fifth (5th) 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:

- [(100-2.2%) and/or (100-5.5)%] paid directly into the account of the contractor;
- (2.2 OR 5.5) % paid to the public treasury as AIR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by _____ within a maximum deadline of _____ calendar days from the date of submission of the approved detailed accounts.

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 article 167 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

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

A. Penalties for delay

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

- a) One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th 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) Not applicable

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 to the contract Engineer. This final detailed account of works executed summarises the total sums to which the contractor may be entitled as a result of the execution of the whole Jobbing Order.

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

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

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

Chapter III: Execution of works

29 COMMENCEMENT OF WORK:

Before the commencement of work the contractor must be installed on the site by the following:

- ❖ The Authorizing Officer or his representative (President)
- ❖ Contract Engineer (Secretary)
- ❖ The Divisional Delegate of MINMAP or his representative (Member)
- ❖ The Divisional Delegate of MINEPAT or his representative (Member)
- ❖ The Divisional Delegate of MINDDEVEL or his representative (Member)
- ❖ The Project Manager or his representative (Member)
- ❖ The CDO of Babessi Council or his representative (Member)
- ❖ The Contractor or his representative (Member)

Article 30: Nature of the works (article 46 of GAC)

The works shall include especially: (position or volume of works)

(To be specified cf. Special Technical Conditions)

Article 31: Role and responsibilities of the Project Owner (GAC supplemented)

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

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

Article 32: Execution time-limit of the contract (article 38 of the GAC)

32.1 The time-limit for the execution of the works forming the subject of this contract shall be **ninety (90) days**.

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

Article 33: Role and responsibilities of the contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Project owner in five (05) copies at the beginning.

Article 34: Provision of documents and site (article 42 of the GAC)

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

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

Article 35: Insurance of structures and civil liabilities (article 45 of GAC)

The following insurance policies are required within the scope of this jobbing order in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

- Liability insurance, business manager;
- Comprehensive insurance of the site;
- Insurance covering its ten-year obligation, where applicable.

Article 36: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)

36.1 Programme of works, Quality Assurance Plan and others

a) Within a minimum deadline of [fifteen (15) days] from the date of notification of the Administrative Order to commence execution, the contractor shall submit in [six (6)] copies for the approval of [Project owner after the endorsement of the Contract Engineer] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable. A duly signed copy of the execution must be deposited at the DD of MINMAP latest 15 (fifteen days) from the date of notification of the Administrative Order to commence execution.

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

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

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

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

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

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

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

c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

d) The approval granted by the Project owner shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract

36.2 Execution draft

a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The [Contract Engineer or Project owner] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.

36.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Article 37: Organisation and safety of sites (article 50 of the GAC)

37.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

37.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].

37.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 38: Implantation of structures

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

Article 39: Sub-contracting (article 54 of the GAC)

There shall be no sub-contracting

Article 40: Site laboratory and trials (article 55 of GAC)

40.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

40.2 The Contract Engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

Article 41: Site logbook (article 56 of the GAC supplemented)

41.1 The Site logbook must be systematically jointly signed by MINMAP and Engineer, where need be and the contractor's representative each day.

- 41.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.
- 41.3 Absence of site log book that is duly signed shall be sanctioned with a penalty of 3,000 (three thousand) F CFA per day

NB the Site logbook must be such that two carbon copies of each page are left behind.

Article 42: Use of explosives (article 60 of the GAC)

Explosives shall not be used during the execution of this job

Chapter IV: Acceptance

Article 43: PROVISIONAL ACCEPTANCE

43.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

- Control Engineer Secretary
- control brigade MINMAP...observer
- Contractor.....member

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

43.2 Acceptance

The acceptance commission shall comprise:

- 1- The Authorizing Officer or his representative (Chairman)
- 2- The Contract Engineer..... (Secretary)
- 3- The DD MINMAP or his Representative..... (observer)
- 4- The Divisional Delegate of MINDDEVEL or his representative; (Member)
- 5- The Project Manager or his Representative..... (Member)
- 6- The CDO of Babessi Council or his Representative..... (Member)
- 7- The Contractor or his Representative..... (Member)

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

Article 44: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

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

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

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

Chapter V: Sundry provisions

Article 46: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in article 167 of Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;

- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non-payment for services.

Article 47: Case of force majeure (article 75 of the GAC)

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

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

Article 48: Disagreements and disputes (article 79 of the GAC)

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

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

Article 49: Production and dissemination of this contract

Eight (08) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 50 and last: Entry into force of the contract

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

Document No. 5: Special Technical Conditions (STC)

TECHNICAL SPECIFICATION

Purpose of these Special Technical Conditions

These Special Technical Conditions concern the **OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION.**

These special technical conditions are established with reference to the General Technical Conditions (GTC)

1) TM001 - Site installation

Description of works

These works consist of the mobilization of materials and personnel, the realization of geotechnical and technical studies for the project as well as the performance program and final report, the construction of a hut for site meeting, Etc...

2) Project information sign post

Description of works

This consist of fabricating information boards in wood, the supply to the sites at the extremes of the various roads so as to furnish the populations with all information concerning the project. The boards will carry the following information:

Project	OPENING OF THE ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM); FROM N11 (COUNCIL BY-PASS STRECH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION
Project Owner /Contracting Authority	Mayor Babessi Council
Funding body	PIB – MINTP Public Investment Budget 2025
Project Manager	CST. MINTP Ngoketunjia
Contract Engineer	Div. Del. P. Works-Ngoketunjia
Contractor	To precise
Duration of the contract	Four (04) months

3) TM002 - Mobilization and folding up of equipment

Description of works

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

4) TM101 - BUSH CUTTING

Description of works

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

Mode of execution of works

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

5) TM108 - Fill with good laterite from borrow pit including disposing of spoil, moulding of the carriage way, cleaning and creation of ditches and offshoots (width of the road will be 5m)

Description of works

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

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

- CBR at 95% of OPM after four days of immersion ≥ 40
- Maximum dry density at 95% OPM (T/M³) $\geq 1,8$
- Plasticity index(IP) ≤ 25
- Percentage of fine grains < 0.08mm F $5 \leq F \leq 30$
- Module of plasticity F.I.P < 500
- Linear inflation % < 1
- Maximum diameter of grains mm 40
- % passing through a sieve of 10mm < 1035 - 90
- % passing through a sieve of 5mm < 520 - 60
- Residue at a sieve of 2mm > 210 - 40

The selected material from the borrow pit shall be laid on a trench and plat form previously shaped and compacted at a dry density of at least 90% OPM. The material shall be laid in horizontal layers of 20cm thick and having a water content equal to that of OPM before compaction ($\pm 2\%$).

The fill is compacted methodically up to 95% of the dry density of OPM. The rate of compaction shall be verified in -situ with a membrane densitometer at every 1000m². A sample compaction test shall be carried out to determine of passes necessary to obtain the required compaction rate.

6) TM111 - Simple grading including enlargement of the existing carriage of 4m to 5m and excluding the creation of ditches and off shoots Description of works

This consists of simple mechanized grading of the wearing course or platform without scarification or compaction, total removal of vegetation on the road surface. It includes the removal of all material slowing or blocking the smooth flow of water from the road surface to the gutters like soil deposits, stones, sand, rocky blocs, vegetable debris etc.

Mode of execution of works

These works consist of the scrapping of the shoulders of the road 1.5m each which is elevated relative to the carriage which and is reduced to a foot track and the leveling of the undulated shoulders,

This task comprises notably the simple mechanized grading of the wearing course to give a camber of 2% . These works include following :

- off rooting of every vegetation existing on the shoulders in question,;
- removal of all roofs and stumps eventually;
- scraping of the existing shoulder to give it a plat form so as to later on given by grading the carriage way the applicable typical transversal slope;
- the removal of materials resulting from the scraping no matter their thickness so as give the existing carriage and the shoulder same level.
- freeing of the shoulder of all obstacles;
- evacuation of all vegetable soil, the materials resulting from these works to a dump area as will be indicated by the project manager no matter the distance of transport;
- Molding and compaction of the platform (TM110)
- All contingencies related to the respect of environmental prescriptions;
- And all other contingencies.

8) TM114a - Mechanical or manual creation of earth ditches and offshoots

Description of works:

This involves the creation of earth ditches mechanically or manually where need arises. This shall be manually in rocky zones and mechanically elsewhere.

Mode of execution of works

The creation shall be done with a grader or manually to restore the original characteristics of the ditch (a V gutter of 100cm wide and 50-60cm deep). The unwanted material removed shall be discarded away from the road surface.

Manual creation shall be carried out by teams of personnel recruited from the community and equipped with the necessary tools (jumpers, spades, wheel barrows, cutlasses etc). The personnel shall also be equipped with personal protective material (boots, helmets, etc) to safeguard their health).

9) TM308a - Supply and putting in place of reinforced concrete ring culvert Ø800mm including the the support in RC

Description of works

This consists of the supply and putting in place of RC ring culverts

This task comprises notably the:

- supply and the transport of metallic ring culvert elements, accessories and necessary tools for their assembly to the site;
 - setting out of the culvert passage;
 - putting in place eventually of a temporary passage;
 - excavation of the trench for the culvert, upstream and downstream as long as will enable the free flow of runoff into and out of the culvert on all type of terrain and the evacuation of the products issued from the excavation to a place indicated by the project manager;
 - shaping and sloping the bed of the culvert
 - evacuation of the spoil
 - assembling of these elements in a zigzag manner according to the prescribed lengths per passage;
 - application of anti-rust to the culvert elements before assemble;
 - realization of the technical bloc (supply and putting in place of laterite of good quality) with culvert cover equal to $\varnothing/2 + 10$ cm at least, (\varnothing diameter of the culvert),
 - execution of all contingencies related to the putting in place of the culvert and to all measures to be taken to prevent differential settlement of the culvert passage;
 - opening of the trench upstream and downstream as long as possible for a free flow of water;
 - execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;
 - linking of the technical bloc to the existing road with laterite with slopes less than 4%;
- And all other contingencies.

Mode of execution of works

The works shall be done manually for the excavation, the disposal of spoil, compaction of the base of the culvert as well as the fill around the assembled culvert will be done in layers of 20cm thick (compacted).

The unwanted material removed shall be discarded away from the road surface.

No insertion of the culvert into a trenches dimensioned for the size of the assembled ring so as to avoid fill and compaction will be accepted

10) TM309a & TM310a - Culvert chamber and head for the R.C. ring Culvert Ø 800 mm in stone masonry

Description of works

These works consist of the construction of a culvert chamber or head in stone masonry as per the plans annexed to this performance program.

This task comprises notably the:

- supply including the transport to the site of materials (stones, cement, sand, gravel etc) and the necessary tools for the works;
- setting out of the culvert chamber;
- excavation no matter the nature of the terrain and the evacuation of the spoil issued no matter the distance of transport;
- fabrication of mortar dosed at 400 kg of cement per cubic meter and the shaping of the stones

and the elevation including the 'humidification of the stones, and the bonding and pointing of the stones;

- backfilling, the compaction and all drainage into the trench of the culvert upstream and downstream;
- execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;

And all other contingencies.

Mode of execution of works

The creation shall be done exclusively manually (excavation, shaping of stones, humidification, elevation, bonding, pointing, backfilling and the disposal of spoil)

Dimensions of the chamber and head. Comply with plans annexed

11) TM601 - Construction of rain gates

This consists of the supply and putting in place of rain gates using I-BEAM 200 for the standing poles with three standing poles providing space for light vehicles the width of which will be specified by the Contract Engineer and on the execution plans. A horizontal pipe will be anchored to one of the extreme standing I-BEAM to form a pivot such that the pipe can be locked on the central I-BEAM. Therefore provision will be made at the central beam for the locking and opening of the gate.

12) TM602 -Provision for relocation of utilities (water supply network pipes)

This consists of indentifying the positions of pipes along the road alongside the village water management committee chair or his duly madated representative and causing this comitee through his chair to free athe pipes or any other accessories from the right of way of the road for works to be executed. The chairperson will jointly with the contractor, the Contract Engineer evaluate the works to be executed and materials plus labour will be provided by the contractor for the works that will be realised by the water committee against justifications. This exoenses will be majorated by the indirect charges of the enterprise for her payment.

13) SAFETY AND ENVIRONMENTAL PROTECTION

Safety measures shall be put in place to safeguard the health of the workers. They shall be equipped with personal protective equipment like helmets, boots, gloves, goggles, rain coats etc. a first aid box shall be provided on the site to render first aid services in case of any accident. Before the start of each task, workers shall be reminded of the potential hazards associated to that task and the safety measures to be taken to avoid possible accidents. Working points shall be well signalized to road users using sign boards placed at adequate positions that can be visible to everybody. Every area from which soil is to be extracted shall be covered with vegetative soil at the end of the job to facilitate the growth of vegetation and to avoid erosion.

14) QUALITY OF MATERIALS

14.1. Fill material

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

Fill materials should be free of organic debris and should be well graded in order to facilitate compaction. This material should have the following minimum characteristics:

- Maximum grain size $D_{max} = 40\text{mm}$
- Plasticity index $IP < 40$
- Percentage of fines, $f < 30$
- CBR > 15

For every 1000m³ of ordinary fill, the following reception tests shall be carried out:

- 2 Atterbergs limits
- 2 granulometric analysis
- 2 modified proctor
- 1 CBR

14.2 Material for substitution fill in swampy zones

Substitution material to be used in swampy zones should be a material insensible to water, capable of retaining its bearing at saturation and not subjected to capillary rise. Thus clean sandy laterite of granulometry of 0/6 or all-in aggregates of granulometry of 0/40 should be used. In the absence of such material, then suitable laterite having the following characteristics should be used viz:

- maximum grain size, $D_{max} = 40\text{mm}$
- Plasticity index, $IP < 20$
- % passing 10mm sieve = 65-100
- % passing 5mm sieve = 45-85
- % passing 2mm sieve = 30-38
- % fines $f < 15$

For every 1000m³ of substitution fill, the following reception tests shall be carried out:

- 2 Atterbergs limits
- 2 granulometric analysis
- 2 modified proctor
- 1 CBR

14.3 fill for block technique of structures

Material for backfilling or block technique of structures should meet the following specifications:

- maximum grain size, $D_{max} = 50\text{mm}$
- Plasticity index, $IP < 25$
- % passing 10mm sieve = 65-100
- % passing 5mm sieve = 45-85
- % passing 2mm sieve = 30-38
- % fines $f < 30$
- maximum dry density, $\gamma_{max} > 1,8 \text{ tons/m}^3$

For every 1000m³ of back fill, the following reception tests shall be carried out:

- 2 Atterbergs limits
- 2 granulometric analysis
- 2 modified proctor
- 1 CBR

14.4 Laterite and Scoria (Pouzzolana) for filling

The laterite or Pouzzolana required to (fill) recharge the road shall be of selected material. It should be free of organic material and should meet the following characteristics

- Maximum grain size, $D_{max} = 31.5\text{mm}$
- Plasticity index (PI), = 15 - 25
- % Passing 10mm sieve = 65-100
- % Passing 5mm sieve = 45-85
- % passing 2mm sieve = 30-38
- % Fines $f < 30$
- Maximum dry density, $\gamma_{max} > 1,8 \text{ tons/m}^3$
- CBR index > 30

Qualities of the laterite or Pouzzolana shall be specified on the works site by the

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

14.5 Culvert rings

Metallic culvert rings used should meet the LCPC SETRA September 1981 standards.

Sheets will be in Carbon steel, resistant to temperature changes, meet NFA - 35-556 standards on HR bolts intended for the construction of structures.

Galvanization and hot asphaltting will ensure protection against corrosion. The average layer of zinc deposited should be at least 725g/m² on both side and the general mass should be more than 640g/m². The bolts should be protected by a coating of zinc whose characteristics shall be at least equal to those of the 20-20-micron class as defined by NFA 27-016 Standards.

Before it is laid, the culvert ring shall receive a layer of bituminous coating on the 2 (two) sides in case of a deficiency in hot asphaltting.

The contractor should present to the supervisor a guarantee certificate from the factory of origin ascertaining that the culverts meet required standards.

The supervisor, however, reserves the right to request control tests and reject all the materials which do not meet the standards even if they had already been accepted by virtue of the guarantee certificate.

14.6 Materials for mortar and concrete

Sand: The nature and origin of sand remains subject to the Supervisor's approval. It shall be obtained from rivers or through crushing. The sand component should be more than 80% and the very fine constituents eliminated by settling should be less than 4%.

Aggregates: They shall be obtained from deposits or quarries chosen by the contractor, and approved by the supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading suited to their use.

Cement: They should be of CPA 42.5 class and be obtained from an approved factory.

14.7 Stones for masonry

They shall be obtained from a quarry or deposit approved by the supervisor and none should be smaller than 20 cm.

14.8 Timber work

The wood used should have the following characteristics:

- bulk density at 12% humidity in g/cm³ 3.8
- hardness³ (N) 6 (Chalais-Mendons to Monnin hardness)

Some of the Cameroonian wood species with these characteristics are: Doussie, Moabi, Tali, Azobe, Iroko and Bibinga.

15) METHOD OF EXECUTION

Security

The contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that work is underway and he shall be responsible for any

accident that occur on the works site and/or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence on the works site. Organisation of work and security on the works site shall be the responsibility of the contractor.

Traffic

The contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the Contractor and in case of any breach of contract by the latter, the Supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the Contractor.

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

Laboratory

Materials shall be selected and set up according to the prescriptions of these Technical Specifications and price schedule. If the Supervisor feels that the specifications for laying of materials have not been well respected or if he doubts the quality of compaction results, he may carry out the necessary control tests with his own equipment or ask any approved laboratory to carry out tests on a given deposit or stretch. If on this stretch, more than 20% of compaction tests do not meet the standards, the contractor shall make the necessary corrections before further tests are conducted and bear the cost of the laboratory expenses for this work.

Work schedule - Performance programme

The Contractor should provide a performance programme and a work schedule which should be followed up daily and especially updated after precise definition of works.

EARTH WORKS

The aim of these works will be to transform the existing roadway into a uniform road section 4 to 6 metres wide, dig triangular ditches 1.5 metres wide and 0.6 metres deep in accordance with the model cross-sections. However, the existing road section shall not be widened if this requires extensive earthworks. Sections with no deformations will not be reshaped.

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

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

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

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

before any further tests are conducted and at his expense. Otherwise,

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

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

FILL FROM BORROW PITS

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

REGRADE AND SHAPING OF THE EXISTING ROAD

Where the existing road is wide enough and requires no further earth works the contractor shall reshape the road using a grader such as to give it a cross section that conforms to the typical drawings. Such reshaping must respect the rules (putting of materials in cordons, watering, levelling off and followed by compaction such as not to lose materials. The minimum degree of compaction required is 90% of the Modified Optimum Proctor Density. Geotechnical test at an interval of every 500m shall be conducted to determine this density with a reference proctor for every 5km stretch for uniform soil texture other two reference proctor for the two extremes of the soil

REFILLING OF ROAD AND SURFACE COURSE

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

The required compaction of the surfacing shall be 95% of the dry modified optimum Proctor density. To obtain this result, the Contractor shall use laterite or volcanic scoria bulked, reserved and approved according to the requirements of Art. 32 of these technical specifications and at least four passes of compaction equipment previously approved by the Supervisor on the entire surface of the surfacing course and water this surface whenever necessary during compaction. Geotechnical test at an interval of every 200m shall be conducted to determine this density

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

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

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

METALLIC CULVERTS

Base and mounting

In sites with low bearing capacity soil and to prevent subsequent settlement of the structure, culverts shall be placed after the removal of this soil if any from the base as instructed by the Supervisor.

Notwithstanding this provision, the contractor shall take responsibility for any damage which may result from deformations of the culverts due to settlement or other causes.

The contractor shall choose the periods of zero discharge or of minimum flow to carry out, at his expense any useful improvements on the site (changing of water courses temporary structures, etc...) to ensure water discharge during the mounting of the culvert.

In sites with good soil bearing capacity, the contractor shall choose between mounting before or after earth works.

The placing of culverts shall be preceded by foundation works for the structure to have a solid base for rocky beds. In particular, the contractor must place between the pipe and the rock, a capping layer – generally of loose rocks used for sub-base at least 20 (twenty) cm thick on the whole, well protected against any risk of scouring.

Culverts shall be mounted according to the manufacturer's specifications, notably as concerns the quality of fill in contact with the culvert, longitudinal counter poles, diametrical poles and counter poles.

However, the Supervisor should prescribe elementary rules for the placing of culverts.

Filling operation

Backfilling shall be done with the materials defined above, by compacted layers at most 20 cm (twenty centimetres) thick placed continuously over the entire section of the road profile and compacted at 90% modified optimum dry density same as indicated here above

In the case of double pipes, backfilling shall only be done after the two elements have been mounted and in such a way as to join at the same time the entire structure.

Compaction must be performed with machines approved by the Supervisor Manual compaction shall be prohibited except where previously approved by the supervisor within the framework of the manual execution of works.

Upstream and downstream improvements

The laying of culverts shall be completed by carrying out improvement works upstream and downstream, clearly defined in the execution drawings and adapted to the landscape and different local conditions specific to each structure.

REHABILITATION OF EXISTING STRUCTURES

Site improvements or extension of existing structures are provided for under this contract. They concern box culverts, masonry works, temporary bridges etc.

The method of rehabilitation for each structure shall be the subject of a detailed proposal to be submitted by the contractor for the approval of the Supervisor. This should include all execution drawings, measurements and calculations where applicable.

STONE MASONRY

The stone masonry required for the construction of structures should be aesthetical and according to structure type (shape, size of stones, joints etc...) in accordance with Engineering rules.

Binding mortar shall contain 400 (four hundred) kg of cement per m³ of sand.

The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm.

M450 mortar shall be used for the finishing of the external joints.

MORTAR AND REINFORCED CONCRETE BANDS

Mortar

M450 mortar shall be mixed with 450 (four hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M450 mortar is more than 20 (twenty) millimetres thick, micro-concrete mixed with 400 (four hundred) kilogrammes of cement whose composition shall first of all be submitted for the supervisor's approval shall be used.

Reinforced Concrete

Reinforced concrete in elevation shall contain 400 kilograms of cement per cubic metre and shall be vibrated during laying.

The concrete for reinforced concrete structures should have a minimal compressive strength of 270 bars in 28 days.

Depending on the volume of concrete to be made, the supervisor may request the contractor to carry out quality control tests such as for the compressive strength compression etc

If the required minimum strength is not attained, the Supervisor shall decide on the measure to take in respect of the structure concerned.

The volume of average and big size aggregates in the C150 concrete should double that of the volume of sand. The test on grading of the aggregate must be performed for the concrete structures.

TRAFFIC

The contractor shall be bound to ensure a continuous flow of traffic on his works site and especially during the rainy season without claiming any specific remuneration until provisional acceptance of the road has been given.

Document No. 7: Schedule of Unit Prices

UNIT PRICE SCHEDULE FOR THE OPENING OF RURAL ROAD FROM N11 BABESSI COUNCIL JUNCTION TO KOKIBUE QUARTER (3.8KM) ; FROM N11 (COUNCIL BY PASS STRETCH) TO TSENKA (5.2KM), AND FROM BABESSI PALACE TO TSENTUO (1.5KM) IN BEBASSI MUNICIPALITY, NGOKETUNJIA DIVISION IN NORTH WEST REGION.

N° Prix	Intitulé	Unité	P. U EN CHIFRE (F CFA)	P. U EN LETRE (F CFA)
SERIE 00	INSTALLATION			
01	Installation de chantier	Fft		
02	Amenée et repli du matériel	Fft		
From N11 Babessi Council junction, to Kokibue quarter (3.8KM)				
SERIE 100	TERRASSEMENTS-CHAUSSEES			
101	Débroussaillage	m2		
102	Remblai provenant d'emprunt	m3		
103	Mise en forme de la plate-forme	m2		
104	Reprofilage rapide	km		
105	Reprofilage compactage	km		
106	Couche de roulement	m3		
SERIE 200	OUVRAGES-ASSAINISSEMENT-DRAINAGE			
201	Curage de buses et dalots H<1,5 m	u		
202 b	Curage des ponts et ponceaux	u		
206 a	Fourniture et pose de buses en beton arme D 800	ml		
208 a	Puisard en maçonnerie pour buse D 800	u		
209 a	Tête de buse en maçonnerie D 800	u		
213	Mur en Maçonnerie	m3		
From N11 (Council by pass stretch) to Tsenka (5.2km) `				
SERIE 100	TERRASSEMENTS-CHAUSSEES			
101	Débroussaillage	m2		
102	Buldozing	km		
103	Abattage d'arbres isolés	u		
108	Remblai provenant d'emprunt	m3		
110	Mise en forme de la plate-forme	m2		
111	Reprofilage rapide	km		
112	Reprofilage compactage	km		
115	Couche de roulement	m3		
SERIE 200	OUVRAGES-ASSAINISSEMENT-DRAINAGE			
201	Curage de buses et dalots H<1,5 m	u		
202 b	Curage des ponts et ponceaux	u		
206 a	Fourniture et pose de buses D 800	ml		

208 a	Puisard en maçonnerie pour buse D 800	u		
209 a	Tête de buse en maçonnerie D 800	u		
213	Mur en Maçonnerie	m3		
From Babessi palace to Tsentuo 1.5 KM				
SERIE 100	TERRASSEMENTS-CHAUSSÉES			
101	Débroussaillage	m2		
102	Buldozing	km		
SERIE 200	OUVRAGES-ASSAINISSEMENT-DRAINAGE			
201	Curage de buses et dalots H<1,5 m	u		
202 b	Curage des ponts et ponceaux	u		
206 a	Fourniture et pose de buses métalliques D 800	ml		
208 a	Puisard en maçonnerie pour buse D 800	u		
209 a	Tête de buse en maçonnerie D 800	u		
213	Mur en Maçonnerie	m3		