

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° 05/ONIT/MINDDEVEL/BC/BCITB/PIB/ 2025 OF 15/01/ 2025 FOR  
THE REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG  
PRIMARY SCHOOL IN BABUNGO IN BABESSI MUNICIPALITY,  
NGOKETUNJIA DIVISION IN NORTH WEST REGION.

PROJECT OWNER: THE MAYOR - BABESSI COUNCIL

FINANCING : MINDUH 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

DÉLEGATION RÉGIONALE DU NORD OUEST

DÉPARTEMENT DE NGOKETUNJIA

ARRONDISSEMENT DE BABESSI

COMMUNE DE BABESSI

SECRETARIAT GÉNÉRAL



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° 05 /ONIT/MINDDEVEL/BC/BCITB/PIB/ 2025 OF 15/01/2025

FOR THE REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG PRIMARY SCHOOL IN BABUNGO 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 REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG PRIMARY SCHOOL IN BABUNGO 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 **three (03) calendar months**

#### 4. Lots

The works is in single lot.

#### 5. Estimated cost

The estimated cost after preliminary studies is **Thirty million (30,000,000) 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 MINDUH .

#### **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 **six hundred thousand (600,000) 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 **Fifty thousand (50,000) 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° 05/ONIT/ MINDDEVEL /BC/BCITB/PIB/ 2025 OF 15/01/ 2025**

**FOR THE REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG PRIMARY SCHOOL IN BABUNGO 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. Eliminary 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

  
**Notoh Miah Joachim**  
AGRICULTURAL ENGINEER





## AVIS D'APPEL D'OFFRES

### AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 05/AONO/MINDDEVEL/BC/BCITB/BIP/ 2025 DU 15/ 01 / 2025 POUR LES  
TRAVAUX DE REHABILITATION DE TROCON DE ROUTE ABAKWA-ECOLE PRIMAIRE DE  
FINTENG A BABUNGO 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 de réhabilitation de tronçon de route Abakwa-Ecole primaire de Finteng a Babungo 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 **trois (03) 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 **trente million (30,000,000) 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 Pièce13 du DAO, d'un montant de **six cent mille (600,000) 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 **Cinquante mille (50 000) 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° 05/AONO/MINDDEVEL/BC/BCITB/BIP/ 2025 DU 15/ 01 / 2025 POUR LES TRAVAUX DE REHABILITATION DE TROCON DE ROUTE ABAKWA-ECOLE PRIMAIRE DE FINTENG A BABUNGO DANS LA COMMUNE DE BABESSI, DEPARTEMENT DE NGOKETUNJIA, REGION DU NORD OUEST**

**«A N'OUVRIER 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 disant, 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;**

**15 JAN 2025**

Fait à BABESSI, le .....

Le Maire de BABESSI,

Copie :

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

  
Netchi Abah Joachum  
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 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	<b>Definition of works:</b> THE REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG PRIMARY SCHOOL IN BABUNGOIN 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° 05/ONIT/MINDDEVEL/BC/BCITB/PIB/ 2025 OF 15/01/ 2025
1.2	Execution deadline: Three (03) Months
2.1	<b>Source of financing</b> Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of the Ministry of MINDUH , 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° 05/ONIT/MINDDEVEL /BC/BCITB/PIB/ 2025 OF 15/ 01 / 2025**

**FOR THE REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG PRIMARY SCHOOL IN  
BABUNGOIN 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 six hundred thousand (600,000) 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>B.1</b>	<b>General presentation of the tender files</b>		
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>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS</b>		
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		
	2 <sup>nd</sup> reference		
<b>B.3</b>	<b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF</b>		
B.3.1	<b>01 works supervisor (at least civil or rural engineer or equivalent certificate)</b>		
	Qualification of the works supervisor: (Civil or rural Engineering certificate (BAC +3) Professional experience of the project engineer ≥ 03 years (signed CV)		
	<ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> </ul>		
	<ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed by the candidate,</li> <li>➤ Commitment of availability</li> </ul>		
B.3.2	<b>Site foreman No 1 (Civil Engineering Senior Technician)</b>		
	Qualification of the Site foreman: (Senior Technician certificate in Civil Engineering (HND or equivalent certificate) Professional experience of the Site foreman ≥ 03 years (signed CV)		
	<ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> </ul>		
	<ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed by the candidate,</li> <li>➤ Commitment of availability</li> </ul>		
B.3.3	<b>Chief Builder</b>		
	Qualification of Chief Builder: (CAP certificate or equivalent) Professional experience >03years (certified copy of the technical diploma and signed CV only)		
B.3.4	<b>Chief Carpenter</b>		



	Qualification of Chief carpentry : (CAP certificate or equivalent) Professional experience >03years (certified copy of the technical diploma and signed CV only)		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
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>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
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 front-end loader		
B.5.6	Proof of ownership or rolling compactor		
B.5.7	Proof of ownership or rental of a concrete vibrator		
B.5.8	Proof of ownership or rental of a concrete mixer		
B.5.9	Proof of ownership or rental of a Hand compactor		
B.5.10	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
B.5.11	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
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>B.7</b>	<b>Attestation of site visit</b> signed by the director of the Company on honour		
<b>B.8</b>	Comprehensive report of site visit signed by the company administrator and justified by photos		
<b>B.9</b>	Special Technical Clauses initialed in all the pages and last page signed and dated with the following note: <b>Read and approved</b>		
<b>B.10</b>	Special Administrative Clauses completed and initialed in all the pages and last page signed and dated with the following note: <b>Read and approved</b>		

#### 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 **six hundred thousand (600,000) 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° 05/ONIT/ MINDDEVEL /BC/BCITB/PIB/ 2025 OF 15/01/ 2025 FOR THE REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG PRIMARY SCHOOL IN BABUNGON 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)**



## Table of contents

### Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- 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)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

### Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
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### Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
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### Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

### Chapter V: Miscellaneous provisions

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



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

## Chapter I: General

### Article 1: Subject of contract

The subject of this contract shall be THE REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG PRIMARY SCHOOL IN BABUNGON 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° 05/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 Housing and Urban Development 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 **Divisional Chief of Urban Operation and Social Urban Development MINH DU 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 30<sup>th</sup> of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

### **21.2 Monthly detailed account**

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

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

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

- [(100-2.2%) 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 (1/2000<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth (1/1000<sup>th</sup>) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

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



23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non-observation of the provisions of the contract, especially:

- Late submission of final bond;
- Late submission of insurances;
- Late submission of the draft execution schedule if the lateness is caused by the contractor.

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

## **TECHNICAL DESCRIPTION OF THE WORKS**

### **CHAPTER I: INTRODUCTION**

#### **Article 1- AIM OF THE PRESENT DOCUMENT**

The present particular technical specifications notebook (PTSN/CCTP) is the document that fixes the rules of execution of the rehabilitation of the road from Abakwa to Finteng primary school in Babungo in Babessi Municipality, Ngoketunjia Division in North West Region.

article 2 - consistency of works

The works consist of the following operation:

- Site installation
- Execution program
- Trees felling
- Cleaning and Opening of road
- Moulding, grading and compaction of the platform including the creation of side drain and off-shoots
- Putting in place of the foundation coarse using lateritic ground of 20cm thickness
- Construction of rectangular gutters of section (base=50cm, Height = 60cm)
- Construction of concrete slabs of 15cm of thickness and 40cm width on the gutters of 50cm of opening

#### **Article 3 - TECHNICAL REFERENCES**

The present particular technical terms notebook, named by the term PTSN/CCTP, is part of the contractual document of this present contract.

id defines the norms and applicable technical specifications, as well as the methods of execution of works and the putting in place of the materials required.

This present PTSN/CCTP is completed for everthing that does not appear in the contractual documents, by the following fascicles of the French Ministry of equipment.

Fascicle n°2: Earthworks,

Fascicle n°4: Supply of steel and other metals, title I and tile II

Fascicle n°7: Recognition of soils,

Fascicle n°25: Execution constituent layers of pavements,

Fascicle n°31: Sidewalk borders and ditches in natural stone or in concrete,

Fascicle n°62: Techniques, rules of conception and calculation of structures and constructions in reinforced concrete,

Fascicle n° 63: Execution and laying of mass concrete. Confection of mortars,

Fascicle n°64: Masonry works for civil engineering structures

However, the entrepreneur is allowed to use other norms other than those mentioned in the present document, provided that these are currently admitted and that they drive to results of equal or superior quality. These norms must be submitted to the prior approval of the control engineer with support documents. The control engineer justifies his decision by accepting or by rejecting a norm where necessary.

#### **Article 5 - GENERALITIES**

##### **5.1 Tests**



Laboratory and in-situ tests are done in accordance with operative modes of AFNOR (France), of the LCPC (France) or otherwise AASHTO and the ASTM (United States), which will be in force from the first day of the month that precedes the deadlines of the submission of bids.

The materials, products and components of construction must be compliant to the stipulations of the contract and to the prescription of ratified AFNOR, the applicable norms being those in force the first day of the month that precedes the deadline of the submission of bids.

With regard to the vocabulary of the laboratory tests and the documents given out by the laboratories of tests, the fundamental terms and their definitions are compliant to the norm NFX10-.001 and NF P 08-500 (minimal generation conditions of a trial minute report of materials)

## **5.2 study tests**

The entrepreneur must do all research and necessary laboratory test to verify the conformity of the materials, to determine the dosage, the composition of the mixtures and the concretes, the treatments and the different elements brought in, that permit to answer to the criteria of use of the various materials and the required technical stipulations.

The entrepreneur must do all the formulation and suitability test on the composite materials used on the site.

Form the attached documents to the files of the invitation to tender, the entrepreneur does all verifications that the he judges necessary, in order to be able to signal and to rectify the anomalies mistakes or possible omissions.

all these and verifications are to the entrepreneur's charge that brings out his findings to the control engineer.

After having done all necessary verifications, the control engineer will be able to give his accord in writing or will be able to prescribe a new research or the complementary tests.

## **5.3 RECEPTION TESTS ON MATERIALS ON THE SITE**

The entrepreneur is held to realize reception tests according to the limit rates fixed below in this PTSN/CCTP. The results will be presented to the control engineer, who, after having done all necessary verifications will be able to give written authorization for the use of the materials concerned. The control engineer reserves the right to ask for any supplementary test to the entrepreneur's expense or to achieve all verifications judged necessary with the entrepreneur's or calling on specialize and accepted laboratory.

The non exhaustive list of some reception tests on materials is as follows:

a/ For earthworks:

- Granulometric analysis,

- Water content,

- Atterberg limits,

- Modified Proctor Test,

- CBR. After 4 days of immersion.

b/ For the concretes:

- Granulometric analysis of the aggregates,

- Cleanliness of the granular materials

- Sand Equivalent Test

## **5.4 Control tests of laying in place of materials**



The entrepreneur has the obligation to realize his auto - control in accordance with the limit rates foreseen further in this PTSN/CCTP.

The measure of the in - situ density will essentially be done through the membrane densitometer.

The control of the laying in place of the concrete be done through the measure of the slump on Abrams cone test and by resistance measurement of simple compression at 7 days and at 28days.

However the control engineer reserves the right to make all verifications judged indispensable with his own equipment and to all other means to insure that the putting in place is operated according to the rules of art. He will be able to resort to the resistance of the concretes on the "sclerometer" or will be able to order the measure of in- situ densities in depth for embankment done in several layers.

The entrepreneur will be held to do all resumptions ordered by the control engineer.

### **5.5 Bringing -in of equipment and machines**

The entrepreneur does all necessary steps to insure the delivery of the facilities and the equipment or machine imported is done in compatible delays with the planning of works, and that all arrangements are taken for their fast deployment on site. This requirement applies in particular to earthwork equipment crushing machines, and those of transportation.

The entrepreneur is supposed to have taken account:

- Of suggestion due to the bringing-in and the folding up of equipment unto the place of works, and notably those due transportation by use of a carrying trailer truck,

- Of suggestions due to the passage on a road itinerary worked by another enterprise.

The control engineer will verify the conformity of the equipment brought to the site by the bidder's tender.

### **5.6 Supplying of the materials**

#### **Local materials**

The entrepreneur chooses and visits all local sources of materials and takes the necessary arrangements for their purchase and their transportation to the site of the works.

#### **Materials imported.**

The entrepreneur places the orders among the suppliers for the materials to be imported, Sufficiently in advance to permit their manufacture, transportation and delivery in time on the site, so that they can be used as foreseen in the calendar of works. He must take account notably of their clearance delays.

### **5.7 Sites placed at disposal of the entrepreneur**

If, on the basis of the plans and technical documents of the file of the invitation to tender (DAO), the entrepreneur estimates that the sites possibly placed at his disposal by the administration are insufficient or badly situated with respect to his own organization, he is held to inquire about the other sites available. In the hypothesis of the entrepreneur's opinion, where the sites so available remain insufficient or badly situated, he must assure the supplementary land research, then do the formalities of purchase or hiring before proceeding to their planning. He takes the costs of research, formalities and preparation of these lands, in charge, in view of the establishment of his facilities and areas of storaged, and of the preparation of borrow pits.

The implantation and the planting of these lands must be approved by the control engineer who cannot refuse them without valid reason.



Whatever is the entrepreneur's choice as for the implantation of these sites for site facilities, areas of storage or borrow pits, he stays entirely responsible for the completion of works on the time foreseen

#### **5.8 Transportation of heavy equipment**

The entrepreneur must take into account the possible limitations of loads on the roads and existing bridges. He is held to load the equipment on trailers of multiple axles in order to assure the distribution of the total load respecting the limits prescribed by the code of the Road.

#### **5.9 Transportation of materials**

The control engineer can proceed at all times to verifications of the loads on the axle of the transportation vehicles. The detentions and the loss of time that result are to the entrepreneur's charge.

The transportation of the materials of is not taken into account if the vehicles doing this transportation are in overload state

#### **5.10 Maintenance of the traffic and the local accesses**

The traffic and the local accesses must be maintained during the whole duration of the works.

The entrepreneur arranges access ramps reasonably leveled and crossing the pavement

Works so as to allow vehicles and pedestrians to cross over

The deviations for the circulations of vehicles and pedestrians are reduced as far as possible and carefully maintained at the entrepreneur's charge.

#### **5.11 Bad weather, suspension of works**

It belongs to the entrepreneur to provide, every week rainfall situations of the past weeks.

In the case where there is no official station planted in the zone of the site, the entrepreneur will have to his charge the setting up and the working of a rain gauge implanted on the site. The corresponding costs are included in the site installation price.

The control engineer will be able to prescribe, by service order of service, the suspension of works due to bad weather without the entrepreneur raising a complaint of this fact.

Om this case, the contractual delay will be prolonged of as many calendar days that will have flowed out between the date of the suspension of works and the date of resumption of works, provided that it is foreseen in the service order.

### **Article 6- SITE REGISTER AND MEETINGS**

A site register will be held by the entrepreneur and will be put at the disposal of the control engineer and his representatives.

The following will be written on the site register:

- The advancement of works
- the relative administrative operations to the execution or to the payment of the contract (notification, results of tests, report of works, etc.);
- the atmospheric conditions;
- the reception of materials and approvals of all sort given by the control engineer;
- The incidents or details of all sort presenting; some interests on the point of the ulterior quality of structures, of the real duration of works;
- Works done by the subcontractors with the references of these;



The entrepreneur can put down incidents or observations liable to lead to a complaint of his part;

The site register will be signed contradictorily by the control engineer and the site foreman at every site meeting.

For every entrepreneur's possible complaint, no state of events will be made except those or documents mentioned in due time in the site register.

#### **Article 7- Program of Works**

The program of works must specify:

- The description of arrangements and methods considered for the execution of works.
- The materials used
- The key staffs of the direction of the site
- The planning of execution
- All information that could be useful to the control engineer to organize the controls.

This program will be reviewed during the execution as much as there will be need.

#### **Article 8- AS-REALIZED-PLANS**

The entrepreneur will provide, to the; control engineer, in 5copies, as realized –plans (plans de récolement) of the works done latest on the date of the provisional reception of works.

These plans are presented under the form of road itinerary mentioning localization, the nature, the quantities, the dates of execution of all realized operations.

### **CHAPTER II: SOURCE, QUALITY AND PREPARATION OF THE MATERIALS**

#### **Article 9- SOURCE OF THE MATERIALS**

The entrepreneur should choose borrow pit sites and should submit them to the approval of the control engineer whose refusal will be worth obligatory to the entrepreneur to search for new borrow pot sites without any pretension of any indemnity

When the borrow pot sites chosen by the entrepreneur have been accepted, he should make a sufficient number of trial pits there and to present to the control engineer a technical fill carrying on the following:

- The localization of the borrow pit site
- The thickness of the discovery
- The power of the borrow pit sit

For every borrow pit site, this file should include the following test results:

- 5 natural water contents
- 5- Granulometric analysis
- 5 Atterberg limits
- 5 Modified Proctor
- 3 CBR

The entrepreneur will not be allowed to begin to exploit the identified quarry site except after the control of quality will be done by the control engineer and the written authorization given by him.

The control of quality will be able to withdraw the authorization at all times as soon as the extraction chamber is no more giving materials of good quality, by this the entrepreneur shall not be capable to pretend for any indemnity.



The bush clearing, the scraping of the vegetable soil and the discovery, the felling of trees required for the exploitation of the borrow pit are to the entrepreneur's charge and shall not give right to any explained remuneration.

The former borrow pit sites shall not be exploited again except the entrepreneur gives proofs that there subsist more materials having the requisite characteristics.

#### **Article 10- LABORATORY AND QUALITY CONTROL**

The entrepreneur should possess a site laboratory allowing him to do the internal control in the enterprise. This laboratory will be equipped with all instruments, tools and materials and so long as the necessary competent staff to the realization of the tests and study foreseen in the present PTSN/CCTP .will be present. The control engineer or his Re [resemntative shall have free access to this laboratory and to it facilities.

At the request of the enterprise, the control engineer will be able to grant the derogation so that some heavy tests are done out of the site laboratory.

The entrepreneur will be held to provide before all putting in place a complete file proving that the material of the laboratory arrived on the site and that it satisfies to the conditions of the PTSN/CCTP.

The setting up of the site laboratory conditions the payment of the first deduction of work paid to the enterprise (advance for starting), which should be received by the control engineer. It constitutes one of the elements of the site installation price on the unit price slip of the contract. The materials to be use on the site will be selected, supplied and put in place according to the prescription of the present PTSN/CCTP: the entrepreneur must, due to control confine to ascertain the quality of the these materials. In the case of back working of the laboratory of the site, the administration will be able to require either the staff's replacement, or either the realization of all test in the laboratory of its choice and to the entrepreneur's charge, without this one raising a complaint for reason of delays or interruptions due to this decision, and this until it is shown evidence that the laboratory of site can take it activity in satisfactory co9nditions.

For the control by the control mission, the control engineer will proceed to all necessary tests either with it own equipment, or either with the tools of the laboratory of the enterprise, or either calling on an accepted laboratory. Each time 20% of the control tests will be out of specifications, the entrepreneur will take all the concerned work before other tests of control are done. If in particular, it concerns a borrow pit, this last one will be refuse. And if it concern a heap of pile material, this last one will be refused and immediately evacuated out of the site. In any case of entrepreneur will be held to do at his charge all resumption ordered by the control engineer. The delegated contracting authority and the control engineer reserve the right to do all the point and at all time that they will judge useful, the control of the quality of the materials used, of their source, of their way of storage and the conditions of transportation. The entrepreneur is held to facilitate the execution of these controls. In the case where the result would not be satisfactory, the delegated contracting authority can call on all outside control:

- If the result are compliant to the specification of the PTSN/CCPT, expenses are cat the charge of the delegated contracting authority.
- If the result are not compliant to the specifications of the PTSN/CCTP, expenses are at the entrepreneur's charge. The entrepreneur must put its own site laboratory that is dimensioned in place and must equip it



according to the requirements of the present PTSN/CCTP. The enterprise take all expenses of supplying, installation, security, and working of his laboratory in charge, notably:

- the places and the furniture, water,
- the energy,
- the equipment destined for the taking out of samples and the tests, on the land and that on the laboratory,
- the qualified and un-qualified staff necessary,
- the means of transportation and all other necessary logistical elements,

The entrepreneur is entirely responsible for all operations and cannot take advantage on no account of any weakness of his laboratory, of which he has the total charge in autonomous manner.

In case of the displacement of the facilities of the site of the enterprise, the entrepreneur assures at his charge the dismantling, the transportation and the folding up of the site laboratory.

The entrepreneur can propose as variant solution a mobile site laboratory (trailer, container, etc.). He must submit to this effect the plans and the detailed specification of the proposed mobile unit.

In the case where some results must be contested by one or the other part, it is proceeded to contradictory tests. These are done either in the laboratory of the enterprise, or either in the one of the control mission by representatives of the two parts.

## **Article 11 - QUALITY OF THE MATERIALS**

### **11.1 Current fill rubbles**

It concerns fill rubbles realized in the zones without specific problem.

The materials used for the current fill rubbles will come from the general rubbles when they exist or from borrow pit accepted by the control engineer. They will be departured of plant or organic matters. They will possess to the minimum the following features

- Maximal dimension of the grains  $D_{max} = 40\text{mm}$
- Index of plasticity  $IP < 35$
- Percentage of fines  $f < 30$
- Bearing index  $CBR > 15$

On every 1000m<sup>3</sup> of current fill rubbles, it will be done the following reception tests of materials :

- 2 Atterberg limits,
- 2 granulometric analysis,
- 2 Modified protector tests
- 1 CBR test.

### **11.2 Material for substitution of fill rubbles in swampy zones**

The materials of substitution to be use in swampy zones will be a material insensible to water, capable to preserve its bearing capacity in a state of saturation and not liable to provoke capillary risings.

Where these materials are lacking, we can use an all-in-ballast having the following characteristic:

- Maximum dimension of the grains  $D_{max} = 40\text{mm}$
- Index of plasticity  $IP < 20$
- Percentage passing on sieve 10mm = 65 to 100
- Percentage passing on sieve 5mm = 45 to 85



- Percentage passing on sieve 2mm = 30 to 38

Percentage of fines  $f < 15$

- Bearing index CBR > 15

On every 1000m<sup>3</sup> of materials for substitution of fill rubbles in swampy zones, it will be done the following reception tests of material:

- 2 Atterberg limits,
- 2 granulometric analysis,
- 2 Modified protector tests
- 1 CBR test.

#### **11.4 Materials for fill in zone of purge and mess ground (bourbier)**

One will use the same materials as that for current fill rubbles.

#### **11.4 Materials for fills linked to drainage structures**

The materials for fill linked to drainage structures and culvert should respond to the following essential specifications

- Maximum dimension of the grains  $D_{max} = 40\text{mm}$
- Index of plasticity  $IP < 25$
- Percentage passing on sieve 10mm = 65 to 100
- Percentage passing on sieve 5mm = 45 to 85
- Percentage passing on sieve 2mm = 30 to 38
- Percentage of fines  $f < 30$
- Bearing index CBR > 25
- Maximum dry density > 1,8 T

Otherwise they should be free of plant remnant. Their granulometry will be continuous.

For all 1000m<sup>3</sup> of materials for substitution of fill rubble in swampy zone, it will be done the following reception tests:

- 2 Atterberg limits,
- 2 granulometric analysis,
- 2 Modified protector tests
- 1 CBR test.

#### **11.5 Materials for spot regravelling of the road**

The materials for spot regravelling of the road respond to the following specification:

- Maximum dimension of the grains  $D_{max} = 31,5\text{mm}$
- Index of plasticity  $IP < 25$
- Percentage passing on sieve 10mm = 65 to 100
- Percentage passing on sieve 5mm = 45 to 85
- Percentage passing on sieve 2mm = 30 to 38
- Percentage of fines  $f < 30$
- Bearing index CBR > 30

Maximum dry density > 1,8 T



For all 1000m<sup>3</sup> of materials for spot regravelling of the road, it will be done the following reception tests:

- 2 Atterberg limits,
- 2 granulometric analysis,
- 2 Modified protector tests
- 1 CBR test.

The pile of materials presenting characteristic out of the specifications will immediately be evacuated out of the site.

### Supply and storage

The area of storage of the element must be plane, clean, resistant and easily accessible for vehicles and handling machines. It is same, if necessary, for the area of pre-assemble.

The elements presenting some defects as chips of zinc, sulphates, speck spots or halves of cracks are put off. On the agreement of the control engineer, some consecutive minor distortions due to manipulations or to the transportation can be straightened however by a mallet.

### 11.8 Materials for mortar, mass concrete and reinforced concrete

#### Sand:

The sand will come either from the crusher or from a river. The sand equivalent of the sand will be greater than 75% and the percentage of very fine elements eliminated by decantation should be less than 4%

#### sand for mortar:

The proportion of retained elements sieve 35 (sieve  $d = 2,5\text{mm}$ ) must be more than 10%.

#### Sand for concrete:

The granularity must fit in the spindle (fuseau) below:

AFNOR MODULUS	MESH OF SIEVE (MM)	PASSING AT SIEVE (%)
38	5	95-100
35	2,5	70-90
32	1,25	45-80
29	0,63	28-35
26	0,315	10-30
23	0,16	2-10

The control engineer will require that the sand are washed before their use.

The granularity is controlled by the fine-ness modulus (G/S between 2,2 and 2,8) whose value must not differ of more than 0,20 in absolute value, the fine-ness modulus of the aggregate for studies.

It will be foreseen a measure of sand for sand equivalent test at every delivery of sand on the site.

#### Aggregates:

They will come from deposits or borrow pit retained by the entrepreneur and accepted by the control engineer.

The aggregate should be clean (% of element eliminated by decantation less than 2%) and of granulometry adapted to their use.

The maximal proportion in weight of the aggregate destined for n quality concrete passing through washing at the sieve 0,5 must be less than 1,5 %.



Every granulometric composition is proposed by the entrepreneur to the agreement of the control engineer, and same for the composition of the concretes.

The granularity of the aggregates is fixed at:

- for reinforced concretes b 350: 5/25mm resulting from the mixture of the two classes 5/12, and 12,5/25,
- for concretes B 300, B 250 and B 150: 5/40mm resulting from the mixture of three classes 5/12, 5 and 12,5/25 and 25/40.

The weight of the retained aggregates sieve corresponding to the superior of every granular class is less than ten percent (10%) of the initial weight submitted for the sifting, and the weight of the aggregates going through the corresponding sieve by the lower limit is less than five percent (5%) of the initial weight submitted for the sifting.

### Tests to be done

The abstractions of samples are done in presence of the control engineer or his representative. The expenses of the abstraction of samples and tests are to the entrepreneur's charge. All reception test are executed in the laboratory of site.

a) Previously to the study of the concrete, and for every used borrow pit, the entrepreneur must do at least the following tests on the aggregates:

- 2 tests of granulometric analysis by shifting
- 1 Los angeles test
- 1 test of superficial cleanliness
- 1 test of flattening coefficient.

After reception of the results of these tests, the control engineer has a delay of eight (8) days to give his appreciation or to formulate his observations. Past this delay, the agreement is supposed acquired.

IN case of granularity, cleanliness or non compliant shape, studies of concrete (as well as concreting) cannot start before the entrepreneur give the proof that he can produce compliant aggregates.

b) During the ulterior production, it is foreseen:

- 1 test of the cleanliness of aggregate by shares of 1000m<sup>3</sup> of aggregate,
- 1 test of granulometric analysis by share of 200m<sup>3</sup> of aggregates,
- at least one test of cleanliness of aggregate and one 1 test of granulometric analysis per supply.

the control engineer can, if he judges it useful, to increase the number of test given above, being sensible that expenses of these supplementary tests are to the charge of the administration if their results is satisfactory, and to the entrepreneur's charge in the contrary case. In case of non-satisfactory result of a test, the control engineer makes proceedings to the entrepreneur's charge on two counter tests. If the result of one of the counter tests is not satisfactory, the corresponding shares is rejected, in the contrary case, it is accepted.

### Mixing water

The entrepreneur must obtain at his charge the mixing water for the confection of the concretes. It can, in general, come from water point close to the works or river, so long as its quality responds the stipulated conditions below, where there is lack, water coming from other sources (bore pit, wells, etc) can be used. the mixing water must be clean, not salty and practically free from matters in suspension and peats-bogs is



forbidden.

It must respond to the specifications of the norm NF P 18-303

### **products for curing**

The products for the curing of concrete are submitted to the acceptance of the control engineer by the entrepreneur, at the time of the study of the composition of the concrete. It is applied to the typical concretes the suitability tests. The result of this one conditions the decision of the acceptance.

### **cement:**

They will be of class CPJ35 or 45 depending on the case and will come from local or an acceptance factory.

### **Steels:**

steels will come from recognize factory and accepted by the control engineer. Their supplying is at the entrepreneur's charge. On request of the control engineer, the entrepreneur must produce the invoices, the certificates of origin and the results of corresponding tests of the factories or the melting factory of source. The use of the welding bar is forbidden positively. The transportation of steels does not constitute a separated working post leading to a particular remuneration.

The length and the conditions of storage of the steel reinforcement bars must be submitted to the acceptance of the control engineer. These conditions must be foreseen at the minimum the storage on the floor situated at least 0,30m above the soil, safe from rain and in this shelter can be constituted of a tent covering tapeline fibre. The different type of steels should be separated distinctly.

## **Article 12 - STONE MASONRIES**

the stone masonries planned for the construction of the work will be done in an aesthetics manner and according to the type of the work involved (shape and measurements of the stones joined etc.) and will be subjected to the respects of the rules of art.

Quarry stones will be put in place on mortar joint after they have been well shape and watered. The visible faces of the masonries should be regular. the minimal thickness should not be less than fifteen (15)cm.

The finish of the bed joint will be done with the help of a mortar M 450.

The stones work on embankments will only be executed after agreement of the control engineer notably on the preparation of the bed joints.

ditches will be put in place from an implantation dimension size received from the control engineer.

The mortar joint will be measured at four hundred (400)kg of cement per m3 of sand (M 400).

## **Article 13 - MORTARS AND CONCRETES**

The mortar M 400 will be measured at four hundred (400)kilograms of cement per cubic meter of dry sand. When the thickness of mortar M 400 to be put in place exceed twenty (20) millimeter, one will use a micro-concrete measured at four hundred (400) kilograms of cement whose composition will be submitted to the prior acceptance of the control engineer.

## **CHAPTER 3: WAY OF EXECUTING AND ASSESSING WORKS**

### **Article 14 -GENERAL CONDITIONS OF ASSESSMENT**

The works and benefits are remunerated to the entrepreneur by application of the price of the slip to the really executed quantities, in accordance with the prescription of the contract. These quantities must be noted and must be approved by the control engineer.

The entrepreneur is



reputed to have a perfect knowledge of all conditions and suggestions imposed for the good execution of work, and of all local conditions liable to have an influence on this execution.

#### **CHAPTER 4: PROTECTION OF THE ENVIRONMENT**

##### **Article 17 SITE INSTALLATION**

The entrepreneur will propose to the control engineer, before the beginning of the work, the place of his site installation facilities and will request by verbal note (site report making faith) his authorization of installation. The site must be chosen outside of the sensitive zones, in other to limit the bush clearing, the extraction of bushes, the felling of trees. In the zone of the installation of the site, the trimming of tree branches and the felling of tree of which the diameter measured at 1m from the soil is more than 20cm will be done after previous agreement with the control engineer.

The site must be foresee an adequate drainage of water on the whole of its surface. The maintenance areas and of washing of equipment should be concreted and foresee a cesspool to hold oil and grease. These maintenance area should have a slope toward a cesspool and toward the inside of the platform in order to avoid the out flow of polluting products toward the un-covered soils.

At the end of the works, the entrepreneur will do all necessary works to the restoration of the places. The entrepreneur should fold up all his equipments, engines and materials. he should demolish all station installation, as foundation, support made of concrete or metallic, etc. To demolish the concrete areas, to decontaminate the soil as the case may be, either in a general manner to put back the site its nearest origin state. He will not be able to abandon neither equipment nor materials on the site nor in the vicinity. For the putting in deposit of demolish materials, the entrepreneur must get the approval of the site control engineer. The materials are to be covered with a layer of ground, and the site is to received an adequate drainage in order to avoid all erosion.

After the folding up of material, a report will be establish under the responsibility of the control mission so as to note the restoration of the site. It should be written and attached to the reception P.V. of the works. The payment of the lump sum of the folding up of the material will only be remunerated at the site of this P.V. noting the restoration of the site.

##### **Article 18 - FELLING OF TREES**

The task of isolated trees distanced more than 50m apart and having a diameter greater than 50cm, this task comprises the cutting, uprooting, cutting into trunks, into length approved by the control engineer evacuation of branches and the roots out of the road way to zones approved by the control engineer, It also involved the transport and depositing of woods gotten in zones agreed by the control and will not in any case be sold by the entrepreneur nor the control mission. Diameters are measured at 150cm above the average soil level.

##### **ARTICLE 19 - CUT BACK DEPOSITED [DEBLAIS MISE EN DEPOT]**

Cutback to be deposited should be deposited in zones that can not disrupt with respect with the environmental specifications in the case of cutback in muddy zones, the base of the cutback zones is compacted to at least 95percent of OMP on a depth of 30cm. In the case of earthworks in cutback, the base of the cutback before the putting in place of the wearing course should also have at least 95% OMP on a thickness of 30cm. All materials which do not have appropriate characteristics to re-used should be disposed of zone approved by the control



engineer, when the realization of the cutback is completed the contractor has to realized all work which will enable correct drainage and this work have to be maintained through out the contract.

#### **Article 20 – MISE EN FORME**

This task shall be realized after scarification, on a thickness of at least 10cm, and eventually right up the gullies. After spreading and regulating, watering and compaction, the transversal profile obtained should be imposed to the transversal profile attached to this tender file. The materials top be use shall be approved by the control mission.

The compaction shall be defined by the realization of a trial test to determine the number of passes to obtain the acceptable CBR. The measurement of the insitu density shall be done every 200m, the reference proctor shall be measured from samples taken every 5km or at every zone where the nature of the materials of the platform changes. The compaction shall be judged satisfiable when the measurement of insitu density gives 95% of OMP, the control of the transversal slope shall be done with the help of water levels or levelers. The platform worked should present a difference of 2cm with respect to the transversal profile prescribed in the plans of this tender. This task should be executed before any task of wearing course.

#### **Article 21 – WEARING COURSE LAYER**

Before the execution of this, scarification and compaction must be effectuated. The characteristics of the material to be used for this task should be as defined in article 11. The refilling shall be done on an average width of 6m on the surface as shall be imposed by the site on an average depth of 15cm measured after compaction. The transversal slope obtained has to be as specified in the plans. The contractor has to take all necessary measures humidify, aerate in order to obtain the water content. The compaction of the wearing course will be rated satisfiable if the measurement of the insitu density gives capacities of at least 95%OMP for at least 90% of tests carried out. A trial test shall be conducted to determine the number of passes to b e effectuated to have the required

Compacity. In situ density tests shall be carried out every 200m, and the tests of thickness shall be done every 500m. No thickness less than the prescribed shall be acceptable. The control mission shall effectuate all the necessary control with his material of call for an agreed laboratory, if in a given section these tests give more than 20 of out range result the contractor redoes the compaction, and if zones refilled have thickness less 0.15cm, they are scarified, and compacted until getting the 0.15cm required.

#### **Article 24-MASSONERY WORKS**

See article 12

#### **Article 25 – PANNEAUX INDICATUERS**

The indicators shall be vertical and implemented at a distance of 1m at the external boarder of the roads, to avoid the issue of specula reflection the boards are slightly turned to the external part of

The roads about 2degree, the height of this board is fixed at 2.00m above its platform of placement, if there are two boards on one support, this distance is considered with that of the lower one .

For indicators of danger, they are implanted at 150m to the danger structures presenting a particular danger, are signalized by balise. This indicator boards shall be metallic and shall be implanted into the ground and concreted with concrete of B35 and of dimension of .4x.4x.5m



## **Article 25-opening of temporary borrow pits**

The entrepreneur should ask for the authorization foreseen by the tests and regulation in force;

- Law 76/14 of July 8 modified and completed by the one of n°90/021 of August 10, 1990
- Degree 88/772 of May 16, 1988 modified by degree 89/674 of April 13, 1989
- Degree 90/1477 of November 9, 1990

He will take to his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owner.

In case of the necessity of the new borrow sites, the entrepreneur should ask inevitably for the pre-agreement of the control engineer (verbal note put in the obligatory site report register).

The following criteria must be respected;

- Distance from the site to be at least 30m of the roads,
- Distance from the site to be at least 100m from a river, or from a water plan,
- Distance from the site to be at least 100m from dwellings,
- Surface to be opened limited to the strict minimum
- Quality trees (to the appreciation of the control engineer) to be preserved and protected. The areas of deposit should be chosen in order not to embarrass the normal out-flow of waters and should be protected against erosion. The entrepreneur should also get for the areas of deposit at the agreement of the control engineer (obligatory verbal note to be put in the report site register)

If the proposed sites, the method of exploitation and amenities foreseen are not compliant to the environmental instructions the control engineers shall not give his approval and the entrepreneur should propose other sites, either to modify the method of exploitation or to propose amenities compliant to instruction without the entrepreneur asking for and any indemnity.

The entrepreneur will support all exploitation charges of borrow pits and notably the opening and the planning of the access tracks of, the bush clearing and the deforestation, the removal of vegetable soil or undesired materials and their putting in deposit out of the limits of the borrow pits, as well as the works, of necessary work to the restoration of the sites these work will comprise;

- The clearing away of open loose materials and the spreading of vegetable soil in order to regulate the flow of water, grass planting and plantation if prescribed,
- The re-establishment of previous natural flow and the planning of offshoot ditches,
- The suppression of the ruined aspect of the site while eliminating thick rock out cropping blocks,

After the restoration in accordance with the prescriptions, a report will be written and the last deduction payment will only be paid at the sight of the PV noting the respect of instruction of the restoration of the site after work

## **Article 26 -use of borrow pits of permanent class**

The entrepreneur should ask for the authorization foreseen by the texts and regulation in force and should take at his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owners.

The entrepreneur will watch during the execution of works;



- The work of necessary drainage to protect the materials put in deposits,
- The preservation and protection of trees extraction of materials ,
- The conservation of the plantations delimiting the borrow pits,
- The maintenance of the access and service tracks.

#### **Article 27 loading and transportation of materials**

For all transportation of materials and equipment, whatever they are, the entrepreneur should conform himself to the regulation in force, concerning the restriction imposed to the weights and sizes of engines and convoys plying the public roads network and in particular

- The maximal loads per axle, either for simple or per tandem,
- The dimensions of the vehicles,
- Exceptional convoys of dimension more than norms must make the object of a previous special authorization,
- The protective measures of the environment (loss of materials under transportation ,dust),
- The entrepreneur must take all necessary arrangement to limit the speed of the vehicle on the site;

installation of roads sign boards and carriers of signal flags,

- Regular humidification of the circulation highways in inhabited zones,
- Foresee deviations toward tracks and existing roads.

The entrepreneur must put an adequate mobile signalization system in place.

#### **Article 28-sanctions and fines**

The entrepreneur is reminded that article 79 of the (loi cadre) No96/12 of august 5, 1996 foresees a fine of two million (2.000.000) to five millions (5.000.000) cfa franc and a prison terms of six (6) month to a (1) year or of one of these two terms only, for all person having prevented the execution of the control and analyses foreseen by the so-called law and/or by its texts of application

Article 83 of the (loi cadre) No 96/12 of august 5, 1996 foresees a fine of five hundred thousand (500,000) to two millions (2,000,000) cfa franc and a prison terms of six (6) month to a (1) year or use of one of these two terms only, for all person that allow to function all installation or use of a movable object contrary to the stipulation of the above law. In case of recidivism, the maximal amount of term doubled.

Article 888 of the same law (loi cadre) foresees that an enterprises infringing or having infringed against the law at the time of works or roads maintenance works will be excluded for a period of one year from the right of tendering.

All infringement against the prescription really notified in writing (service order) to the enterprise by the control mission will also be written in the site register. This one will act here as contractual document in case of litigations in the application of the possible sanctions.



units prices are not defined in the slip of the prices, the control engineer reserves the right to apply his unit price of references.

The entrepreneur will be compelled to the maintenance of circulation on his site without pretending to a particular remuneration and this until the provisional reception of the road works.

#### 1. **-SITE INSTALLATION, Price No.101**

These work comprise notably

- The renting of the lands, if they are not put at the disposal of the entrepreneur by the administration.
- The realization of tracks, access paths and the platform of site facilities (the areas of storage of the materials and parking of equipment and vehicles),
- The supplying of water and electricity, as well as, the security were necessary,
- The construction of a small barrack for the enterprise, lodgings, offices, store, toilets
- The means of communication; telephone, radio,
- All the arrangements for the good working of the site,
- The dismantling and the folding of facilities,
- The realization and the maintenance of the areas of installation and execution of the yard,
- The physical identification of the adjacent or transverse networks on the road itinerary,
- The setting up of means to insure the free access of the residents on foot or with vehicle, signalization of the site,
- the realization of the necessary possible deviation,
- the setting up of the laboratory of the yard and the means of its working,
- The restoration of the places after execution of work.
- outing in place of a site laboratory
- The bringing to site and folding off of materials and equipment necessary at site.
- the dismantling and folding up of all installations
- The bringing back to its natural state of site after work s.

The enterprise shall submit at the approval of the control mission its site for site installation.

#### 2 **Execution Program (price No 102)**

The contractor should mention:

- The methodology of the execution of this project
- The key personnel of the company and the organizational chart of the enterprise
- The planning of the project with respect to the during of the project
- Technical specifications on annex; that is the transversal and longitudinal profile of the road
- Drawings of the rectangular gutters and slabs with reinforcements
- Special Technical Clauses inclusive

#### 3 **TREE FELLING [ABBATTAGE D'ARBRE], price No.103**

This price applies to the felling of isolated trees distanced 50cm between each other and of diameters greater than 50cm, this price comprises, felling, off rooting, cutting of trees trucks into length defined by the



control engineer, evacuation of branches and roots out of the roads way, to sites approved by the control engineer.

#### **4` CLEANING AND OPENING OF ROAD [DEBROUISSAGE ET NETTOYAGE] PRIX No. 201**

This price shall be remunerated following the general condition of this tender, and shall be done in **m2**, it shall comprise;

- cleaning and opening of the road structure to width of 7m wide
- clearance of any obstruction on the road way
- all suggestions necessary for the execution of this price

#### **5 MOULDING, GRADING AND COMPACTION OF THE PLATFORM INCLUDING THE CREATION OF SIDE DRAIN AND OFF-SHOOTS [MISE EN FORME DE LA PLATFOME AVEC CREATION DES FOSSES ET EXUTOIRES] PRICE No. 201**

This price is remunerates in **M2** of treated roads no matter its width, the putting in form of the platform whose definition is obtained through site visit before realization of the wearing course layer in spot regravelling. This price involves the reshaping of the lateral ditches

It comprises notably;

- the possible cleaning of the roads way
- the evacuation of existing vegetation soil sand ditch cleaning products,
- the possible scarification of the roads way, according to the control engineer
- the leveling of the of the scarified platform,
- the watering and the compaction of the roadway,
- All suggestions linked to the conditions of circulation and the respect of environmental prescription.
- The quantity to be taken into account is the length in KILOMETER, measured according to the slope of the axis of the roadway that has been really executed between edges of the ditches, if they exist.

#### **6 PUTTING IN PLACE OF THE FOUNDATION COARSE USING LATERITIC GROUND OF 20CM THICKNESS [price 301]**

- This price involves the putting in place of laterite obtain from the nearest laterite pit and compacted to the Optimum proctor with a thickness of 20cm. It also involves watering and obtention of rekuired water content. The material use is in conformity with the prescription of the CCTP. This price is inclusive the transportation of materials. That is it involves distances taken into account between the barycentre of the loading zone and the varycentre of the zone where materials is being used, following the shortest known distance, limited to distances of 5000m and rounded down to the nearest inferior kilometer. It involves all suggestions to carry out this task,. This price is remunerated in **m3**
- -All suggestions linked to circulation and respect of environmental prescription,

#### **7 Construction of Rectangular Gutters of section 50cm x 60cm depth, PRICE NO .401a**

- This price involves the putting in place of a concrete gutter with concrete mixed at 400kg/m3 which is well reinforced with the reinforcement approved by the control engineer in the execution program and insitu before concreting. This infrastructure can be realized insitu or prefabricated depending on the earsiest way for the contractor. The resistance of concrete at 28days should be  $\geq 400\text{MPa}$
- -All other necessary suggestions, remunerated per ml



**8 Construction of concrete slabs of 15cm thickness and 40cm width on the gutters of 50cm of opening, PRICE 403a**

- This price involve the prefabrication of a slab relative to it specifications and leaving to set for 28 days and then carry bring to put in place on the u-gutters. These slabs should be well reinforced to carry a minimum load of 40tonnes. It is remunerated in **ML**

**9 Displacement of Networks, (price n°501 and 502)**

- This price is remunerates in lum sum and is the price for the repairs or displace of water and electrical networks found on the road structure or along the width of the road to be executed. Water pipes found on the main road will be displaced to the extreme and repair if touch as well as electrical poles and cables.



**Document No. 7:**  
**Schedule of Unit Prices**



**UNIT PRICE SCHEDULE FOR THE REHABILITATION OF THE ROAD FROM ABAKWA TO FINTENG  
PRIMARY SCHOOL IN BABUNGO IN BABESSI MUNICIPALITY, NGOKETUNJIA DIVISION IN  
NORTH WEST REGION**

N°	DESIGNATION	Unité	Prix Unit en Chifre (FCFA)	Prix Unit en letre (FCFA)
0	<b>TRAVAUX PREPARATOIRES ET PROJET D'EXECUTION</b>			
1	INSTALLATION DE CHANTIER, REPLI DE MATERIELS	Ft		
2	PROJET D'EXECUTION	Ft		
<b>100</b>	<b>TRAVAUX PRELIMINAIRES - DEGAGEMENT DES EMPRISES</b>			
101	<b>DEBROUSSAILLAGE - NETTOYAGE</b>	m <sup>2</sup>		
102	MISE EN FORME DE LA PLATE-FORME AVEC FOSSE ET EXUTOIRE	m <sup>2</sup>		
103	Abattage d'arbres, arbustes et souche d'arbres	u		
<b>200</b>	<b>TERRASSEMENTS</b>			
201	CURAGE DES OUVRAGES			
###	Curage des caniveaux et des fossés en terre	ml		
<b>300</b>	<b>VOIRIES</b>			
301	COUCHE DE FONDATION (Article B213 du CCTP)			
301.1	En graveleux latéritique naturel ( chaussée ; trottoirs;îlots;TPC; branches) (ép.= 20 cm)	m <sup>3</sup>		
<b>302</b>	<b>COUCHE DE BASE</b>			
302	Couche de base en graveleux latéritique naturel (ép.= 15 cm)	m <sup>3</sup>	-	
<b>400</b>	<b>ASSAINISSEMENTEAUX PLUVIALES</b>			
401	CONSTRUCTION DES CANIVEAUX RECTANGULAIRES EN BETON ARME, (DALOT DE 1X1) Y COMPRIS FOUILLES ET BETON DE PROPRETE AVEC DALLETTES			
###	Section de base: 100 x 100 (ép.=20 cm)	ml		
<b>402</b>	<b>DALLETTES DE COUVERTURE SUR CANIVEAUX ET FOSSES</b>			
###	Remplacement des dallettes sur caniveaux Section de base: 50 x 80 (ép.=15 cm)	ml		
<b>403</b>	<b>OUVRAGE DE TETE DES DALOTS</b>			



###	Ouvrage de tête pour Dalot de 1mx1m en beton arme	U		
404	<b>REGARDS DE VISITE EN BETON ARME</b>			
###	Regard de section intérieure à 120 x 120	U		