FC-008-TB2025/SAFCI/FONFUKA C-1 CERNEX DAO

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL.

COMMUNE DE **FONFUKA,**
STRUTURE INTERNE DE GESTION ADMINISTRATIVE DES MARCHES PUBLICS (SIGAMP).

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT.

FONFUKA COUNCIL,
INTERNAL PUBLIC CONTRACTS ADMINISTRATIVE MANAGEMENT ENTITY (SIGAMP)

PROJECT OWNER: MAYOR, FONFUKA COUNCIL

****

CONTRACTING AUTHORITY: MAYOR, FONFUKA COUNCIL

****

TENDER'S BOARD: FONFUKA COUNCIL INTERNAL TENDER'S BOARD (FCITB)

****

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER

(BY THE EMERGENCY PROCEDURE)

No. 00005/ONIT/MINDDEVEL/FC/FCITB/PIB/2025 OF 28 JAN 2025

FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.

FINANCING: PUBLIC INVESTMENT BUDGET 2025 - MINDDEVEL

BUDGET HEAD: 5927I00102 OF MINDDEVEL

Budgetary Authorisation: JA03563

Budgetary Imputation: 59 20 200 09 641819 464 822 821

FINANCIAL YEAR: 2025

LOT	Project Site	Project Amount (FCFA) TI	Bid Bond (2%) FCFA	Cost of Tender File FCFA
Single	*Konene Town – Ngunabum Village*	18,000,000	360,000	36,000

TENDER FILE-WORKS

Re: 29/01/2025

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DOCUMENT NO. 1
TENDER NOTICE

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL.

COMMUNE DE **FONFUKA,**
STRUTURE INTERNE DE GESTION ADMINISTRATIVE DES MARCHES PUBLICS (SIGAMP).

REPUBLIC OF CAMEROON
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FONFUKA COUNCIL,
INTERNAL PUBLIC CONTRACTS ADMINISTRATIVE MANAGEMENT ENTITY (SIGAMP)

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

(BY THE EMERGENCY PROCEDURE)

No. 00005/ONIT/MINDDEVEL/FC/FCITB/PIB/2025 OF 29 JAN 2025

FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.

FINANCING: PUBLIC INVESTMENT BUDGET 2025 - MINDDEVEL

1. **Subject of the Invitation to Tender:**
Within the framework of the execution of the 2025 Public Investment Budget, the Mayor of Fonfuka Council, Project Owner and Contracting Authority hereby launches an Open National Invitation to Tender (by the Emergency Procedure) **FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.**

2. **Nature of Works:**
Works to be done consists of; **Preliminary Works, Earth Works, Foundation, Construction of Abutments, Culvert Slab, External Works etc.**
The works comprise the preliminary studies carried out on the site and the detailed information provided in the technical specifications and the quantitative estimates **FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.**

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 from the date of notification of Service Order to start works**

4. **Allotment**
Works are combined in a ***Single Lot***;

5. **Estimated cost**
The estimated cost after preliminary studies stands at:

LOT	Description	Amount (FCFA) TI	In words
Single	Construction of two (02) Box Culverts linking Konene and Ngunabum village.	**18,000,000**	**Eighteen Million Francs**

6. **Participation and origin**
Participation in this invitation to tender is opened to duly legalized Cameroonian based Companies that fulfil the requirements of this invitation to tender and exercising in the domain of public works

having the financial and technical capacity, who are categorised as per the Order No. 0000166/A/MINMAP of 7th June 2022 to lay down the modalities of categorising companies in the sector of building construction and public works as provided for by the 2018 public contract code, and who has fulfilled their fiscal obligations in accordance with the 2025 Finance Law.

7. Financing

The MINDDEVEL Decentralised Credits – 2025 Programme shall finance the works, which form the subject of this invitation to tender.
Budget Head: 5927I00102 OF MINDDEVEL
Budgetary Authorisation: JA03563
Budgetary Imputation: 59 20 200 09 641819 464 822 821

8. Bid Bond

Each Bidder must include in their administrative documents, a Bid Bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance. Whose list is found in document No. 12 of this Tender File, of an amount, set at 2% of the estimated amount, all taxes inclusive, of the project amount in accordance with the Order in force (Prime Ministerial Order No. 093/CAB/PM of 5/11/2002) as follows;

LOT	Description	Amount (FCFA) TI	BID BOND (2%) FCFA
Single	Construction of two (02) Box Culverts linking Konene and Ngunabum village.	**18,000,000**	**360,000**

Valid for thirty (30) days beyond the date of validity of Bids. As per article 90 (9) of the Public Contracts Code (Decree No. 2018/366 of 20th June 2018), certified cheques or bank cheques are acceptable in the place of Bid Bond. The Bid Bond shall be addressed to the Contracting Authority and following the conditions of the invitation to tender.

9. Consultation of Tender File:

The file may be consulted during working hours at the technical service of the Fonfuka Council, Telephone N° (237) 675 32 21 75 as soon as this Tender Notice is published.

10. Acquisition of Tender File:

The file may be obtained from the technical service of the Fonfuka Council, Telephone N° (237) 675 32 21 75 as soon as this Tender Notice is published against payment receipt of a **Non-Refundable** sum of **36,000 FCFA (Thirty-Six Thousand Francs),** payable at the Fonfuka 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 Fonfuka Council premises at Fonfuka not later than 2 0 FEV 2025 **at 10 a.m.** local time and should carry the inscription:

- Envelop A: Administrative Documents;
- Envelop B: Technical Offer;
- Envelop C: Financial Offer.

These three (03) envelopes containing the Bids will be put in a fourth one (Kaki colour) which shall be sealed and labelled imperatively as follows:

« OPEN NATIONAL INVITATION TO TENDER »
(BY THE EMERGENCY PROCEDURE)
No. 00005/ONIT/MINDDEVEL/FC/FCITB/PIB/2025 OF 2 8 JAN 2025

FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.

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

NB: The fourth envelop shall not bear any identification mark of the Bidder or any compromising sign/indication of the Enterprise.
The fourth envelop should be a plain type and carrying no Trademark

12. Admissibility of Bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Governors, Senior Divisional Officers, 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 (03) months preceding the date of launching of the tender 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 20 FEV 2025 at **11:00 a.m.** local time, at the Conference Hall of Fonfuka Council by the Fonfuka Council Internal Tenders' Board. Only Bidders may attend or be represented by duly mandated persons of their choice having a sound knowledge of the Bids.

14. Evaluation criteria

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

A. <u>Eliminatory criteria</u>

- **Outright elimination during the opening session of the Bids**
  1. Deadline for delivery higher than prescribed;
  2. False declaration or falsified documents;
  3. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
  4. Absence of Bid Bond;
  5. Non-respect of **75%**of essential criteria;

NB! 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. <u>Essential criteria</u>

The criteria relating to the qualification of the candidates shall be indicatively assessed on:

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 initialled in all the pages;
10. Special Administrative Clauses completed and initialled in all the pages.

- **Methodology;** Methodological approach and relevance of proposed solutions;	Yes / No
- **Experience;** References of the bidder (experience of at least two (02) years in similar works) (attach proof)	Yes / No
- **Equipment;** Availability of material and essential equipment (attach proof)	Yes / No
- **Personnel;** Experience of supervisory staff (at least senior technician in Building construction with two (02) years' experience or Civil/Rural Technician with three (03) years of experience. Proof with duly signed CVs.	Yes / No
- **Financial situation**; Turnover, Financial capacity, Access to credits or other financial sources to the tune of **18,000,000 FCFA (Eighteen Million Francs);**	Yes / No
- **Planning of works;** Deadline of execution. Proof with GANTT and PERT planning	Yes / No
- **Presentation of offer**; packaging, binding, clear copies etc.	Yes / No

NB: The non-compliance with any three (03) criteria out of the Seven (07) above shall cause the elimination of the bid.

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

The evaluation will be done in a purely binary method with a positive (**Yes)** or negative (**No**) with an acceptable minimum of (Yes) **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 reasonable 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 the bidder, unconvincing abnormally low costing will not be accepted as prescribed in the Special Regulations of the invitation to tender.

16. Validity of Bids

Bidders will remain committed to their offers for sixty (60) 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 Fonfuka Council, Telephone N^0 (237) 675 32 21 75

Done at Fonfuka on the, 28 JAN 2025

The Mayor
Contracting Authority

THE LORD MAYOR
FONFUKA COUNCIL
Luvs Philip Chi

Copies:

- **MINMAP**
- **MINDDEVEL**
- **ARMP**
- **Supervisory Authority (SDO-Boyo)**
- **Chairperson of TB**
- **Notice Boards**
- **File/Archive**

REPUBLIQUE DU CAMEROUN
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AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

(EN PROCEDURE D'URGENCE)

N°: 00005/AONO/MINDDEVEL/CF/CIPM/BIP/2025 DU 28 JAN 2025

POUR LA CONSTRUCTION DE DEUX (02) PONCEAUX RELIANT LES VILLAGES DE KONENE ET DE NGUNABUM

FINANCEMENT : BUDGET D'INVESTISSEMENT PUBLIC - EXERCICE 2025 - MINDDEVEL

1. **Objet de l'Appel d'Offres**
   Dans le cadre de l'exécution du budget d'investissement public 2025, Monsieur le Maire de la commune de Fonfuka, Maître d'Ouvrage et autorité contractante lance un Appel d'Offres National Ouvert (en procedure d'urgence) **POUR LA CONSTRUCTION DE DEUX (02) PONCEAUX RELIANT LES VILLAGES DE KONENE ET DE NGUNABUM**

2. **Consistance des travaux**
   Les travaux à faire consistents ; Travaux préliminaires, travaux de terrassement, fondations, construction de culées, dalles de ponceau, travaux extérieurs, etc.
   Les travaux comprennent les études préliminaires réalisées sur le site et les informations détaillées fournies dans la spécification technique et les estimations quantitatives **POUR LA CONSTRUCTION DE DEUX (02) PONCEAUX RELIANT LES VILLAGES DE KONENE ET DE NGUNABUM**

3. **Délais d'exécution**
   Le délai maximum prévu par l'Autorité contractante pour l'exécution des travaux faisant l'objet de cet appel d'offres est de **trois (03) mois calendaires à partir de la date de notification de l'ordre de service pour commencer les travaux**

4. **Allotissement**
   Les travaux sont combinés en ***un seul Lot*** ;

5. **Coût prévisionnel**
   Le coût prévisionnel de l'opération à l'issue des études préalables est de

LOT	Description	Montant (FCFA) TTC	En mot
Un seul	Construction de deux (02) ponceaux reliant les villages de konene et de ngunabum	**18,000,000**	**Dix Huite Millions de Francs**

6. **Participation et origine**

La participation à cet appel d'offres est ouverte aux entreprises Camerounaises dûment légalisées qui remplissent les exigences de cet appel d'offres et exercent dans le domaine des travaux publics ayant la capacité financière et technique, qui sont catégorisées conformément à l'arrêté N° 0000166/A/MINMAP du 7 Juin 2022 fixant les modalités de catégorisation des entreprises du secteur du bâtiment et des travaux publics comme prevu par le code des marchés publics de 2018 et qui ont rempli leurs obligations fiscales conformément à la Loi de finances 2025.

7. **Financement**

Les travaux objet du présent appel d'offres sont finances par le budget d'investissement public crédits décentralisés du MINDDEVEL de l'exercice 2025.
Ligne Budgétaire : CHAPTRE 5927I00102 DU MINDDEVEL
Autorisation Budgétaire : JA03563
Imputation Budgétaire : 59 20 200 09 641819 464 822 821

8. **Cautionnement de soumission**

Chaque soumissionnaire doit inclure dans leurs documents administratifs une caution pour soumission émise par un établissement bancaire de premier ordre approuvé par le ministère responsable des Finances. Dont la liste se trouve dans le document No. 12 de ce dossier d'appel d'offres, d'un montant, fixé à 2% du montant estimatif, toutes taxes incluses, du montant du projet conformément à la réglementation en vigueur (Arrêté du Premier ministre n° 093/ACR/PM du 5/11/2002) comme suit ;

LOT	Description	Montant (FCFA) TTC	Caution (2%)
Un seul	Construction de deux (02) ponceaux reliant les villages de konene et de ngunabum	**18,000,000**	**360,000**

Valable trente (30) jours après la date de validité des offres. Selon l'article 90 (9) du Code des marchés publics (décret n° 2018/366 du 20 Juin 2018), les chèques certifiés ou les chèques bancaires sont acceptables à la place de caution. Les cautions pour soumission doivent être adressées à l'Autorité contractante et selon les conditions de l'appel d'offres.

9. **Consultation du Dossier d'Appel d'Offres**

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables auprès du service technique de la commune Fonfuka, Téléphone N° (237) 675 32 21 75, dès publication du présent avis.

10. **Acquisition du Dossier d'Appel d'Offres**

Le dossier d'appel d'offres peut être obtenu auprès du service technique de la Commune de Fonfuka, Tél. N° (237) 675 32 21 75 dès que cet avis est publié contre la réception de paiement d'une somme **Non remboursable de 36,000 FCFA (Trente Six Mille Francs)**, payable à la recette municipale de la commune de Fonfuka, représentant le coût d'achat du dossier d'appel d'offres.

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 commune de Fonfuka au plus tard le 20 FEV 2025 **à 10 heure,** heure locale et devra porter la mention suivante :

- Enveloppe A : Documents administratifs ;
- Enveloppe B : Offre Technique ;
- Enveloppe C : Offre Financière.

Ces trois (03) enveloppes contenant les Offres seront mises dans une quatrième (couleur Kaki) qui devra être scellée et étiquetée impérativement comme suit ;

« APPEL D'OFFRES NATIONAL OUVERT »

(EN PROCEDURE D'URGENCE)

N°: 00005/AONO/MINDDEVEL/CF/CIPM/BIP/2025 DU 28 JAN 2025

POUR LA CONSTRUCTION DE DEUX (02) PONCEAUX RELIANT LES VILLAGES DE KONENE ET DE NGUNABUM

« A n'ouvrir qu'en séance de dépouillement »

NB ! La quatrième enveloppe ne doit porter aucune marque d'identification du soumissionnaire ni aucun signe ou indication compromettant de l'Enterprise.
La quatrième enveloppe doit être un type Plaine et ne portant aucune marque

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 (Governeurs, Préfets, Sous-préfets,), conformément aux dispositions du Règlement Particulier de l'Appel d'Offres. Ils doivent obligatoirement être antérieurs de moins de trois (03) mois précédant la date de lancement de l'appel d'offres ou peuvent être établis après la signature de l'avis d'appel d'offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. L'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère en charge des Finances entrainera un rejet séance tenante de l'ouverture des plis.

13. Ouverture des plis

L'ouverture des plis se fera en ***un seul temps***. L'ouverture des pièces administratives et des offres techniques et financières aura lieu **le** 20 FEV 2025 **à 11** heures précises, dans la salle de conférences de la commune de Fonfuka, par la Commission Interne de Passation des Marchés de la commune de Fonfuka siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance de leurs offres.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A. <u>Critères éliminatoires</u>

- ***Pendant la séance d'ouverture des offres***

1. Délai d'exécution supérieur à celui prescrit ;
2. Fausses déclarations ou pièces falsifiées ;
3. Offre dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
4. Absence de caution de soummission
5. Le non-respect de **75%** des critères essentiels ;

N.B. En cas d'absence ou de non-conformité d'une pièce du dossier administratif lors de l'ouverture des plis, un délai de quarante-huit (48) heures serait accordé aux soumissionnaires concernés pour remplacer la pièce en question. Passé ce délai, la pièce ne sera plus acceptée et l'offre ne sera éliminée que lors de l'évaluation en sous-commission d'analyse.

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 travaux similaires réalisé ;
4- Qualité du personnel ;

5- L'organisation technique des travaux ;
6- Les mesures de sécurité dans le site ;
7- Logistiques ;
8- Attestation et rapport de visite du site ;
9- Cahier des clauses technique visé sur toutes les pages ;
10- Cahier des clauses administratives complété et visée sur toutes les pages.

- **Méthodologie ;** Approche méthodologique et pertinence des solutions proposées ;	Oui / Non
- **L'expérience ;** Références du soumissionnaire (expérience d'au moins deux (02) ans dans des œuvres similaires) (joindre la preuve)	Oui / Non
- **L'équipement ;** Disponibilité du matériel et de l'équipement essentiel (joindre la preuve)	Oui / Non
- **Le personnel** ; Expérience du personnel d'encadrement (au moins technicien supérieur en construction de bâtiments avec deux (02) ans d'expérience ou technicien civil/rural avec trois (03) ans d'expérience). Preuve par des CV dûment signés.	Oui / Non
- **Situation financière ;** Chiffre d'affaires, capacité financière, accès aux crédits ou autres sources financières à hauteur de **18,000,000 FCFA (Dix Huite Millions de Francs)** ;	Oui / Non
- **Planification des travaux ;** Date limite d'exécution. La preuve avec la planification GANTT et PERT	Oui / Non
- **Présentation de l'offre ;** emballage, reliure, copies claires, etc.	Oui / Non

NB : Le non-respect des trois critères (03) sur les Sept (07) ci-dessus entraînera l'élimination de l'offre. 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

L'évaluation se fera de manière purement binaire avec des positifs (Oui) ou négatifs (Non) et dont le minimum des « Oui » acceptable est d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre le 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.

Conformément à la justification du soumissionnaire, les coûts anormalement bas ne seront pas acceptés comme prescrit dans le règlement spécial de l'appel d'offres.

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant soixante (60) 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 du service technique de la commune de Fonfuka Tél. : N° (237) 675 32 21 75

Fait à Fonfuka, le 28 JAN 2025

Copie :
- **MINMAP**
- **MINDDEVEL**
- **ARMP**
- **Tutelle (Préfet de Boyo)**
- **Présidents CPM**
- **Affichage**
- **Chrono/Archive**

LE MAIRE
(L'Autorité Contractante)

THE LORD MAYOR
FONFUKA COUNCIL

DOCUMENT NO. 2:
GENERAL REGULATIONS OF THE INVITATION TO TENDER (GRIT)

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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.

1.2 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

3.1 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.

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed competing

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

4.2 Generally, the invitation to tender is addressed to all 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) Orders acquired and contracts awarded;
(iv) Pending litigations;
(v) 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 that 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

10.1The 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 authentic.

Article 13: Constituent documents of the Bid

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

a. ***Volume 1: Administrative file***

It includes:

i) all documents attesting that the bidder:

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

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

iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

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

b.1 Information on qualifications

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the contract

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

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

b.4 Commentaries (optional)

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

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

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

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

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

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

Article 14: Bid Price

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

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

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

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

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

Article 15: Currency of bid and payment

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

15.2 Option A: The amount of the bid shall be entirely made in the national currency.
The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

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

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

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

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

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

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

Article 16: Validity of Bids

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

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

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

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

Article 17: Bid bond

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of Bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

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

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

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

17.6 The bid bond may be seized:

(a) if the bidder withdraws his bid during the period of validity;
(b) if the retained bidder:

i) fails in his obligation to register the contract in application of article 38 of the General Regulations;

ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

iii) Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of Bids

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions, which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of Bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number

required in the General Regulations, bearing **"COPY"**. In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

20.3 The bid shall be bearing 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, postmark 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 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 whom 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 percent 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 TENDER (SRIT)

Special regulations of the invitation to tender

Table of contents

References of the General regulations	General
1.1	**Definition of works:** The works herein referred to are: **FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.** Reference of Invitation to tender: **No. 00005/ONIT/MINDDEVEL/FC/FCITB/PIB/2025 OF**
1.2	Execution deadline: **Three (03) calendar Months from the date of notification of Service Order to start works**
2.1	**Source of financing** The MINDDEVEL Decentralised Credits – 2025 Programme shall finance the works, which form the subject of this invitation to tender. BUDGET HEAD: 5927I00102 OF MINDDEVEL Budgetary Authorisation: JA03563 Budgetary Imputation: 59 20 200 09 641819 464 122 821
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:

Eliminatory criteria

- **Outright elimination during the opening session of the Bids**

1. Deadline for delivery higher than prescribed;
2. False declaration or falsified documents;
3. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
4. Absence of Bid Bond;
5. Non-respect of **75%** of essential criteria;

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.

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 initialled in all the pages;
10. Special Administrative Clauses completed and initialled in all the pages.

- **Methodology;** Methodological approach and relevance of proposed solutions;	Yes / No
- **Experience;** References of the bidder (experience of at least two (02) years in similar works) (attach proof)	Yes / No
- **Equipment;** Availability of material and essential equipment (attach proof)	Yes / No
- **Personnel;** Experience of supervisory staff (at least technician in Building construction with 5 years' experience or Senior Civil/Rural Technician with three (03) years of experience. Proof with duly signed CVs.	Yes / No
- **Financial situation**; Turnover, Financial capacity, Access to credits or other financial sources to the tune of **18,000,000 FCFA (Eighteen Million Francs);**	Yes / No
- **Planning of works;** Deadline of execution. Proof with GANTT and PERT planning	Yes / No
- **Presentation of offer**; packaging, binding, clear copies etc.	Yes / No

The evaluation will be done in a purely 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 reasonable 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 renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE TENDER.

The **Bids** prepared in English or French and in SEVEN (07) copies with one (01) original and six (06) copies marked as us, 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 »
BY THE EMERGENCY PROCEDURE
No. 00005/ONIT/MINDDEVEL/FC/FCITB/PIB/2025 OF _____
FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.

"To be opened only during the Bids-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 labelled;

<<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 (03) months.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
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 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 bearing **36,000 FCFA (Thirty-Six Thousand Francs)** issued by Fonfuka Municipal treasury
A.6	A Bid Bond of **360,000 FCFA (Three Hundred and Sixty Thousand Francs)** or certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	An attestation of Tax Payers' Registration (Attestation D'immatriculation) duly stamped (fiscal stamp)
A.10	A Valid Tax Compliance Certificate **{l'Attestation de Conformité Fiscale (ACF)}** issued online from the tax administration's computer system. Duly stamped (fiscal stamp); this certificate should be less than three months old.
A.11	Tax Notice (Avis D'imposition)
A.12	Plan localization of business signed by the Bidder and stamped (fiscal stamp)
A.13	Power of attorney authorizing signatory to engage the enterprise in the Tender

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 labelled **<<ENVELOPE B: TECHNICAL DOCUMENT>>** and shall contain the following:

B.1	**General presentation of the tender files**		
-Document slotted or spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender			
B.2	**LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS**		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.		
	1st Reference		
	2nd Reference		
B.3	**QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF**		
B.3.1	**01 Works Supervisor (at least Senior Civil Engineering Technician or equivalent certificate)**		
. . .	Qualification of the works supervisor: (at least HND in Civil or Rural Engineering (BAC +2)		
	Professional experience of the project engineer ≥ 02 years (signed CV) ➢ CV signed and dated by the candidate, ➢ A certified copy of the technical diploma ➢ An attestation of availability signed and dated by the candidate		
B.3.2	**01 Site foreman be a Civil Engineering Technician (Civil Engineering BAC)**		
. .	Qualification of the Site foreman: (Technical certificate in Building (BAC F4 or equivalent certificate)		
	Professional experience of the Site foreman ≥ 03 years (signed CV) A certified copy of ➢ CV signed and dated by the candidate, ➢ A certified copy of the technical diploma ➢ An attestation of availability signed and dated by the candidate		
B.4	**TECHNICAL PROPOSALS**		
B.4.1	Organigram of the project		
B.4.2	Logical sequence for the execution of the task		
B.4.3	Quality control method		
B.4.4	Environmental protection measures		
B.4.5	Security and safety at the site		
B.4.6	Duration of execution in respect with the Tender file (GANTT and PERT planning)		
B.5	**LOGISTICS (Equipment put aside for this project)**		
B.5.1	Proof of ownership or rental of a pick-up or other van		
B.5.2	Proof of ownership or rental of a trolley tuck or wheelbarrow		
B.5.3	Proof of ownership or rental of small equipment (dig axes, spades, iron bar, cramps, clamps etc.		
B.6	**FINANCIAL CAPACITY**		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. = **18,000,000 FCFA (Eighteen Million Francs)**		

B.7	**Attestation of site visit** signed by the bidder or mandated representative		
B.8	Summary report of site visit signed by the bidder or mandated representative and justified with pictures		
B.9	Special Technical Clauses initialled in all the pages		
B.10	Special Administrative Clauses completed and initialled in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 3)
C2	Completed and signed framework 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 six (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 **360,000 FCFA (Three Hundred and Sixty Thousand Francs)**. As per article 90 (9) of the Public Contracts Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond. The time of validity of this guarantee is sixty (60) days, as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at 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, **One (01) Year** after provisional reception of works.

ARTICLE 11: Period of validity of the offers

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

If at the end of this period, the contracts 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: 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 five (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

« OPEN NATIONAL INVITATION TO TENDER »
BY THE EMERGENCY PROCEDURE
No. 00005/ONIT/MINDDEVEL/FC/FCITB/PIB/2025 OF _____
FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.

"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 _____at **10a.m.,** by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

Fonfuka Council, beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the Bids will be carried out in the conference room of the Fonfuka Council. On the _____ as from **11a.m.** prompt, by the Fonfuka Council Tenders Board sitting in the presence of the duly elected 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 his offer is not accepted.

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.

Pursuant to justification by bidder, Bids with unconvincing abnormally low costing will be rejected by the Project Owner as proposed by the Tenders Board.

Prior to this reject, the bidder must have been requested to produce written justification(s) and that these justifications have been appreciated to be unconvincing.

These justifications will concern amongst others

- The production of detailed pricing, its content and the coherency between the unit price, its mode of realisation and its timing.
- The purchase prices of materials
- The cost of exploitation of equipment
- The wages of technicians and labourers
- comparative advantages or favourable exceptional conditions that the bidder has for the realisation of the works
- measures relative to the condition of works

In the case where these justification(s) is or are not convincing, the Project Owner decides but before the reject, he can only decide when the Public Contracts Regulatory Agency(ARMP) must have examined the unconvincing justification(s) and given his opinion in seven (07) working days from the date of receipt of these justifications from the project. ***(The Tenders Board requests for justifications, bidder replies by writing, board examines and if not convincing, proposes reject to contracting Authority who decides after consulting ARMP)***

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of works, the contractor must make sure that he/she respects the elements of maturity of the project especially the limits of the dimesions shown to him/her by the project owner during the site visit. An update of quantities will be carried out before the start of works.

The contractor shall be officially installed on site after notification of service order to start works. The site installation commission shall be setup by service note of the project owner.

The site installation commission shall be composed essentially as follows below respectively;

- The Representative of the Contracting Authority.....(Chairperson)
- The Divisional Delegate of MINTP (Contract Engineer) .... (Secretary)
- The representative of MINMAP.....(Observer)
- The representative of MINEPAT..... (Member)
- The Contract Manager (Secretary General of the Council) ....(Member)
- The Project Manager (Technician of the Council) .....(Member)
- The representative of the Civil Society..... .... (Member)
- The Contractor..... (Member)

DOCUMENT NO. 4: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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Chapter I: General provisions

Article 1: Subject of Contract

The subject of this contract shall be **FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.**

Article 2: Contract award procedure

This Jobbing Order shall be awarded by Open National Invitation to Tender by the emergency procedure **No. No. 00005/ONIT/MINDDEVEL/FC/FCITB/PIB/2025 OF _____ FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.**

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

3.1 General definitions (cf. Code)

- The **Contracting Authority** shall be the **Mayor Fonfuka Council**
  He awards the contract, ensures the preservation of originals of the said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of Public Contracts regulation.
- The **Contract Manager** shall be the **Secretary General** of the Fonfuka Council who shall represent the Project Owner in all the levels of the project notably by ensuring the respect of the administrative, technical and financial conditions and contractual deadlines.
- The **Contract Engineer** shall be the **Divisional Delegate of Public Works** for Boyo hereinafter referred to as the Engineer.
- The **Project Owner** is the **Mayor Fonfuka Council.** He represents the beneficiary administration of the works.
- The **Project Manager** shall be the **Technician of the Council.** He ensures respect of the administrative, technical and financial conditions and contractual deadlines. He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The service in charge of external control of the execution of works shall be the **Divisional Delegation of Public Contracts (MINMAP)-Boyo.**
- The contractor shall be *[to be specified]*.
- The **Divisional Finance Controller for Boyo** shall be the competent finance controller of this jobbing order. In that capacity he shall visa the jobbing order prior to the signing by the contracting authority. **(Point 65 CIREX 2025)**

3.2 Security

This contract may be used as security subject to any form of transfer of claim. (Art 150 PCC)
In this case:

- The authority in charge of ordering payment shall be the **Mayor Fonfuka Council**
- The authority in charge of the clearance of expenditures shall be **Municipal Treasurer Fonfuka Council.**
- The body or official in charge of payment shall be the **Municipal Treasurer Fonfuka Council.**
- The official competent to furnish information within the context of execution of this contract shall be the **Project Owner (Mayor Fonfuka Council).**

3.3 Duties of the Control Mission, Project Manager (Art 46 PCC)

3.3.1 Missions *[to be completed, where need be]*

3.3.2 Means put at the disposal of the Control Mission and the other stake holders of the project: (Art 153-1,2 PCC)

The Contract Manager, the Contract Engineer, the project manager as well as the other persons in charge of the control and follow up of the project shall receive an allowance determined by decision of the project owner. This allowance as well as equipment required for control shall be charged in the budget of the project owner.

Article 4: Language, applicable law and regulation

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

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

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

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

The constituent contractual documents of this contract are in order of priority: *(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

The following general instruments [to be adapted according to the case] shall govern this contract:

- Law No. 96/07 of 08 April 1996 on the protection of national road assets;
- Law No. 96/12 of 05th August 1996 on the management of the environment;
- Law No. 98/013 of 14th July 1998 relating to competition;
- Law No. 2019/024 of 24th December 2019 to institute the general code of Regional and Local Authorities;
- Law No. 2023/0019 of 19th December 2023 bearing the finance law of the Republic of Cameroon for the 2025 Financial Year;
- Decree No. 2001/129 of 16 April 2001 establishing the list of equipment and civil engineering works subject to quality control of materials and geotechnical studies;
- Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for implementing the Tax and customs system applicable to public contracts;
- Decree No. 2005/239 of 24 June 2005 on the organisation and operation of the Road Fund ;
- Decree No. 2005/330 of 06 September 2005 on the organisation of the Ministry of Public Works;

- Decree No. 2010/0240/PM of 26 February 2010 laying down the terms and conditions for the exercise of certain competences transferred by the State to the Councils in the domain of creation and maintenance of unclassified rural roads, and the construction, maintenance and management of crossing ferries;
- Decree No. 2012/076 of 08th March 2012 to amend and supplement some provisions of Decree No. 2001/048 of February 2001 relating to the setting up, organisation and functioning of the Public Contracts Regulatory Agency (ARMP);
- Decree 2013/159 of 15th May 2013 fixing the special regime of administrative control of public finances;
- Decree No. 2013/7987/PM of 13th September 2013 on the establishment, organisation and functioning of the monitoring committees for the physical and financial implementation of public investments;
- Decree No. 2014/0611/PM of 24th March 2014 fixing the conditions of use and application of human intensive labour (HIMO);
- Decree No. 2018/4992/PM of 21st June 2018 setting out the modalities governing the maturation process public investment projects;
- Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
- Decree No.2020/375 of 7th July 2020 bearing general rules of public accounting;
- Order No. 03/CAB/PM of 13th February 2007 enforcing the General Administrative clauses applicable to public works, supplies and services contract;
- Order No. 006/MINTP of 12 November 2010 Specifying the technical terms and conditions for exercising the competences transferred by the State to the Councils in the domain of creation and maintenance of unclassified rural roads, and the construction, maintenance and management of crossing ferries.
- Order No. 402/A/ MINMAP/CAB of 21st October 2019 to set out the nature and thresholds of the reserved contracts;
- Order No. 00000212/A/MINMAP of 28th September 2021 organising the functioning of Internal Public Contracts Administrative Management Entity (SIGAMP);
- Circular No. 001/CAB/PR/ of 19th June 2012 relating to the award and control of execution of public contracts;
- Circular letter No.000006/LC/PR/MINMAP/CAB of 17th August 2021 clarifying the control of public contracts award and the modalities of implementation nearby project owners and delegated project owners;
- Circular No. 00001/PR/MINMAP/CAB of 05th April 2022 relating to the application of the Public Contracts Code;
- Circular No. 00000026/C/MINFI of 29th December 2023 bearing on the instructions relating to the Execution of the Finance Laws, the Monitoring and Control of the Execution of the Budgets of the State and Other Public Entities for the 2025 fiscal year, and the annex thereto;
- Circular Letter No.00000001/CL/MINFI of 04th January 2025 relating to the execution, monitoring and control of the execution of the budgets of the Regional and Local Authorities for the 2025 financial year;
- Texts governed the various professional bodies;
- National and International Norms and Standards (ANOR, NC etc.).

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)
The various Administrative Orders shall be established and notified as follows:

8.1 The Administrative Order to start execution of works: The Contracting Authority shall sign the service order to start works and notify to the contractor by the Project Manager or Contract Manager. a copy shall be forwarded, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.

8.2 The Project Owner shall sign Administrative Orders with an incidence on the objective, the amount and execution deadline, then notify to the Contractor with a copy to the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority.

8.4 Project Owner (Contracting Authority) shall sign Administrative Orders serving as warnings, and notify to the Contractor by the Contract Manager with a copy to the Contract Engineer and Project Manager.

8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.

8.6 Administrative Orders prescribing works necessary to remedy disorders, which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

8.8 Concerning Administrative Orders signed by the Contracting Authority and notified by the Project Manager or Contract Manager, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager or contract manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Manager or Contract Manager, and take over from them and carry out the said notification.**

Article 9: Contracts with conditional phases (Article 9 of GAC)

9.1 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

Not required

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) _____cfa (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)
1.1 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.

1.2 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 was invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;

- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;

- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;

- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;

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

Article 18: Evaluation of works (article 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 shall not grant to the contractor a start-off advance, the contractor shall use his own funds to start off the works

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)
21.1 Establishment of works executed
Before the 30th of each month, the contractor and the Engineer 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. This sheet shall be based on the certification of the various tasks jointly established by the contractor and the Project Manager

21.2 Monthly detailed account
Every month of during a periodic sequence established by contractor and representative of the project owner, the contractor shall hand over to the Contract Engineer 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 – (5.5 or 15%)] paid directly into the account of the contractor;*
- *2.2 % paid to the public treasury as AIR due by the contractor.*
- *7.5% or 15% paid into the public treasury as TSR due by the contractor.*

The 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.

The Municipal Treasurer Fonfuka Council shall do payments 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 166 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

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

A. Penalties for delay

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

a) One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;

b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties [amount to be indicated]

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

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

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

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

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

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

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

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

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

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

Chapter III: Execution of works

Article 29: Nature of the works (article 46 of GAC)

Works to be done consists of: **Preliminary Works, Earth Works, Foundation, Construction of Abutments, Culvert Slab, External Works etc.**

The works shall include especially: (position or volume of works), (*To be specified cf. Special Technical Conditions)*

29.1 Before the effective commencement of works, the contractor shall be officially installed on site after notification of service order to start works. The site installation commission shall be setup by service note of the project owner (**Art. 16 SRIT**)

- The Representative of the Contracting Authority.....(Chairperson)
- The Divisional Delegate of MINTP (Contract Engineer) .... (Secretary)
- The representative of MINMAP.....(Observer)
- The representative of MINEPAT..... (Member)
- The Contract Manager (Secretary General of the Council) ....(Member)
- The Project Manager (Technician of the Council) .....(Member)
- The representative of the Civil Society..... .... (Member)
- The Contractor..... (Member)

Article 30: Role and responsibilities of the Project Owner (GAC supplemented)

30.1 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.

30.2 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 because of or during the exercise of his mission.

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

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

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [*or that fixed in this Administrative Order- to be specified*].

Article 32: 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 Manager in *five (05)* copies at the beginning of each.

Article 33: Provision of documents and site (article 42 of the GAC)
A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager.*

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

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)
The following insurance policies are required within the scope of this contract 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 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)
[*Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated*]

35.1 **Programme of works, Quality Assurance Plan and others (*to be specified).***
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 [*Contract Manager after the endorsement of the Project Engineer]* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.
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";
- Alternatively, the indication of their reject 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 Contract Manager or Project Manager does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of 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 Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

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

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

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

Article 36: Organisation and safety of sites (article 50 of the GAC)

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

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

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

Article 37: Implantation of structures

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

Article 38: Sub-contracting (article 54 of the GAC)

The part of the works to be sub-contracted shall be [*specify*] % of the initial amount of the contract and its additional clauses (*the ceiling is 30 %).*

Article 39: Site laboratory and trials (article 55 of GAC)

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

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

Article 40: Site logbook (article 56 of the GAC supplemented)

40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.

40.2 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.

Article 41: Use of explosives (article 60 of the GAC)
[*Specify the possible restrictions or bans*]

Chapter IV: Acceptance (art 156, 157-1,2,3,4 PCC)

Article 42: Provisional Acceptance

42.1 Pre- Acceptance Operations

Before the acceptance of the works, the contractor shall ask in writing to the control Engineer, 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,
-Contractor.

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

42.2 Acceptance

The acceptance commission shall comprise:

- The Representative of the Contracting Authority.....(Chairperson)
- The Divisional Delegate of MINTP (Contract Engineer) ..... (Secretary)
- The representative of MINMAP.....(Observer)
- The Contract Manager (Secretary General of the Council) ....(Member)
- The Project Manager (Technician of the Council) .....(Member)
- The Stores Accountant.....(Member)
- The representative of the Civil Society.....(Member)
- The Contractor.....(Member)

NB! The representative of MINMAP shall take part in the acceptance of services as an observer (Art 47-e PCC). His signature shall not be required in the reception Minutes (process-verbal) (Point. 169 CIREX 2025).

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 signed by all the commission members.

However, the report (process - verbal) shall be valid if **two third (2/3)** of the members including the chairperson append their signatures. **(Art 157-2 PCC)**

The chairperson can only convene the acceptance of works when he must have received from the Contract Engineer the report (process - verbal) of the technical acceptance of works with no reserves pending clearance. This report (process - verbal) of the technical acceptance of works shall be an integral part of the acceptance of works' report (attached to acceptance of works report) and shall accompany the bills for settlement

An indemnity shall be perceived by the members as per specified in the SRT

Article 43: 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 44: Article 45: Final acceptance (article 72 of the GAC)

44.1Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.

44.2The Project Manager [shall [not] be member of the commission.

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

Chapter V: Sundry provisions

Article 45: Termination of the contract (article 74 of the GAC)
The contract may be terminated as provided for in the Decree No. 2018/366 OF 20 June 2018 of the Public contract Code and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- dead of the contractor
- bankruptcy of the contractor
- judicial liquidation (contractor not authorised by court to exploit her enterprise
- sub-contracting of works without the authorisation of the project owner Incompetence of the contractor duly notified by the Project owner
- Non-respect of labour code rules and regulations
- fraud and corruption duly noticed

Article 46: Case of force majeure (article 75 of the GAC)
If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

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

Article 47: Disagreements and disputes (article 79 of the GAC)
Disagreements and disputes resulting from the execution of this contract may be settled amicably.

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

Article 48: Production and dissemination of this contract
[Seven (07)] copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 49: Information to be posted
The Contractor shall put up a visible information board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

REPUBLIC OF CAMEROON

Peace - Work – Fatherland

JOBBING ORDER N°.....

FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE.

CONTRACTING AUTHORITY: ***THE MAYOR FONFUKA COUNCIL***
CONTRACT MANAGER: ***SECRETARY GENERAL FONFUKA COUNCIL***
CONTRACT ENGINEER: ***THE DIVISIONAL DELEGATE OF PUBLIC WORKS***
PROJECT MANAGER: ***THE COUNCIL TECHNICIAN***
CONTRACTOR: _____
FINANCING: PUBLIC INVESTMENT BUDGET 2025 - MINDDEVEL
AMOUNT: .....
DURATION OF CONTRACT: Three (03) Months

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 the Contracting Authority notifies it to the contractor.

DOCUMENT NO. 5:
SPECIAL TECHNICAL CONDITIONS (STC)

TECHNICAL SPECIFICATIONS

Purpose of these Special Technical Conditions

These Special Technical Conditions is **FOR THE *CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE***

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

1 – GENERALITIES: This present special technical specification concerns **THE *CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE***

It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority and sample models of equipment and furniture provided by the project owner. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an execution plan showing clearly how he intends to run the work site. A fence in local materials shall enclose the whole work site to avoid trespassing.

SIGNPOSTS: The contractor shall put in place at his expense signposts indicating work in conformity with the plans put at his disposal by the authority that signed the contract.

Hygiene and safety: The contractor shall ensure total hygiene and security of the site by constructing a temporal pit latrine and putting up a temporal fence around the project site if that be the case.

The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

The contractor shall take all preventive measures against accidents. The owner of the project reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the contractor.

The contractor shall verify all dimensions on the plans. For execution, no dimension shall be measured with a scale rule from the plans. The contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

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

2 PREPARATORY WORKS – SETTING OUT:

These works concern the clearing of the site and evacuation of the rubbles to the public discharge, the clearing and leveling of the site where necessary. The setting out will be in respect to the technical plans.
The setting out profile boards will be at least 1.20 m from the outside axes, this to facilitate trenching and other earthworks and good circulation. The commencement of excavation will be accepted by the Project Engineer without checking the conformity of the setting.
The minimal depth of the excavation trenches shall be of as will be specified by the geotechnical studies to be carried out by the contractor before the commencement of works to precise the soil bearing capacity.

Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Engineer. The excavations will be done manually or mechanically and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of Culvert structures.

3 ORIGIN, QUALITY AND PREPARATION OF MATERIALS: The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 and 15/25) shall be clean and well graded with very fine elements settlement of less than 2%. The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings. Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the Project Engineer with dimension sizes of not less than 20cm.

Concrete:

-Ordinary concrete: specifically, lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m^3.

- Concrete for the Raft: shall be 15cm thick laid on the entire floor of the Culvert between the 02 abutments and dosed at 350kg/m^3 over the entire surface.

NB: The inlet to the Culvert shall be excavated at a depth of 60cm below the natural soil and concreted along the width of the Culvert between the wings at 01m to the 02 abutments so as to resist the scouring by water upfront. The raft will receive a longitudinal slope of 2%, slopping towards the outlet of the Culvert (flow of water).

-Reinforced concrete: shall be specifically for the footings, beams seatings and the slab of the Culvert, kerbs and pillars of the mixt guard rails and their mixture shall be in a proportion of 350kg/m^3.

NB: All concrete works should be properly cured (i.e., water three times a day for seven days)

NOTE: Reinforcement Schedule.

N°	STRUCTURE	**SIZES**	**Transversal Rods**	**Longitudinal Rods**	**Stirrup**	**Concrete Dosage**	**TYPE**
		Nos	**ϕ**	**Torsϕ**	**Spacings**		
1	Footing		10mm	8mm	20cm	350kg/m^3	Fe-E-400
3	Beam seating		12mm	10mm	20cm	400kg/m^3	Fe-E-400
4	Culvert slab	4	12mm	10mm	15cm	400kg/m^3	Fe-E-400
5	Culvert raft	4	8mm	8mm	20cm	350kg/m^3	Fe-E-400
	Kerb		8mm	8mm	20cm	350kg/m^3	Fe-E-400
	Pillars guard rails		8mm	8mm	20cm	350kg/m^3	Fe-E-400

NB: All rods should preferably be imported

Aggregate

- ***Sand***: Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from vary from 0.16 – 5mm. It shall be a mix of river and crushed sand mixed to the proportion as designed.
- ***Gravel:*** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing. It shall a mix of 5/15 and 15/25

Water:

- To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities; meaning potable water.

Cement:

To be used mostly for cement mortar, all concrete mixtures shall satisfy the general conditions laid down by regulation in force. It will be type CPA325 Portland cement and shall not show any trace of uneven mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.

Rods:

shall be mild steel reinforcement, Tor or Steel in accordance with the R/C &3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease.

Shuttering:

hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.

MASONRY:

Stones- shall be as specified above

Wood – Material:

The wood must be pure and should not have nodes, foreign bodies or fractures due to sawing. This shall be locally sawn eucalyptus.

4 - MODE OF EXECUTION OF THE VARIOUS TASKS

1) TR001.1 - Site installation

Description of works

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

2) TR001.2- Project information sign post

Description of works

This consist of fabricating information boards in wood, the supply to the sites at the extremes of the various roads and eventually at the post of works (Culvert) so as to furnish the populations with all information concerning the project.

The boards will carry the following information:

North-West Region *******	Republic of Cameroon Peace-Work-Fatherland ********
Project name	***CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE***
Owner of the project	THE MAYOR FONFUKA COUNCIL
Funding	PUBLIC INVESTMENT BUDGET 2025
Contract Manager	SECRETARY GENERAL FONFUKA COUNCIL
Contract Engineer	THE DIVISIONAL DELEGATE OF PUBLIC WORKS
Project Manager	TECHNICIAN OF THE COUNCIL
Duration of the contract	Three (03) Months

Contractor	

3) TM002 - Mobilization and folding up of equipment

Description of works

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

4) 101 - BUSH CLEARING

Description of Works

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

Mode of execution of works

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

5) 103 - Setting out of the structure

Description of Works

This consists of carrying out activities geared at positioning the Culvert at the coordinates such that the its axis will be aligned with that of the access road from the both sides. Also, the characteristics of the structure as designed should be respected.

Mode of execution of works

This consists of using pegs and lines and with the help of a levels position the Culvert such it should be at right angle relative to the road with the wing walls at 45 degrees relative to the road or front walls of the Culvert. Equally, the position of the areas to be excavated for the abutment including the working space should be materialized. As such the length and span of the Culvert as well as the wing walls, the front wall and the abutment as a whole will be positioned. After the excavation these parameters will be verified firs before the Culvert works proper starts

So done, the following data will be verified before the excavation

S/N	Item to verify	Expected result	Person responsible	Person to approve
1	Setting out	**Respect of specifications**		
2	Alignment of axis	**aligned**		
3	Distance in to in between the 2 footings	**2.50m**		
4	Distance in to in between the 2 front walls of the abutments	**2.00m**		
5	Footings (front wall and wing walls)			
5.1	Width	**2.50m**		
5.2	Thickness	**10cm**		
6	Length of the wing walls			
6.1	Upstream	**4,0m**		
6.2	Downstream	**3.5m**		
7	Stone masonry (front wall and wing walls)			
7.1	Big base of stone masonry part of the abutment and wings (down i.e.in contact with footing)	**1.5m**	**Works Manager enterprise**	**Project Manager –**
7.2	Small base of stone masonry part of the abutment and wings (top i.e. beam seating support)	**1.1m**		

7.3	Height of the stone masonry abutment + wings (same height) **No difference in the heigts of the front wall and wing walls will be tolerated**	**4.0 m**		**DDMINT P-BOYO**
8	Deck of the Culvert			
8.1	**Beam seating in L form (RC) – horizontal part**			
8.1.1	Thickness of the base of the beam seating	**40cm**		
8.1.2	Thickness shock absorbers on base beam seating	**05cm**		
8.1.3	Height of the vertical part of the beam seating			
8.1.4	Thickness slab	**10cm**		
8.2	**Beams**			
8.2.1	Height, I beam	**45cm**		
8.2.2	Height rib beam			
9	**Fittings**			
9.1	Kerb base=20cm height=10cm	**20x10cm**		
9.2	Guard rails			
9.2.1	RC pillars spaced at 1m	**10cmx10cm**		
9.2.2	Iron tubes	Diam. 60mm		
10	Expected height of the Culvert from the footing	**3.85+0.4+0.05+ 0.45+0.25 =5.0m**		
11	Expected span of the Culvert	**5m**		
12	Expected length of the Culvert (span+thickness vertical parts of the beam seatings	**6+1.1x2=8.2M**		
13	Expected carriage way of the Culvert (width slab-widths of kerbs)	**3m**		
14	Width of slab of the Culvert	**3.4m**		

NB: These works, and this, at every stage must be received by the Contract Engineer before the next phase can continue

6) 203.1 - Excavation in ordinary terrain for the abutments and for the deviation of the existing river bed

Description of works

Thisconsists of digging to free the space set for the construction of the Culvert. The various parameters set out will be respected in the excavation. Also, the depth of the foundation as per the results of geotechnical studies should be respected i.e., 1.6m from the bed of the river

Mode of execution of works

Thisconsists of excavating in ordinary terrain for the abutments and for the deviation of the existing river bed and also for the creation of a bed off stream to deviate the existing stream to join the main bed Length=50m, width=1m depth=1m.

NB: The excavation must be received by the Project Manager before the next phase can continue

7) 205 – 207 Backfilling of the Culvert and filling and resurfacing of the accesses to the Culvert

Description of works

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

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

- CBR at 95% of OPM after four days of immersion ≥ 40

• Maximum dry density at 95% OPM (T/M^3)		≥ 1,8
• Plasticity index(IP)		≤ 25
• Percentage of fine grains<0.08mm	F	5≤F≤30
• Module of plasticity	F.IP	<500
• Linear inflation	%	<1
• Maximum diameter of grains	mm	40
• % passing through a sieve of 10mm	<10	35 – 90
• % passing through a sieve of 5mm	<5	20 – 60
• Residue at a sieve of 2mm	>2	10 – 40

The selected material from the borrow pit shall be laid on a trench and plat form previously shaped and compacted at a dry density of at least 90% OPM. The material shall be laid in horizontal layers of 20cm thick and having a water content equal to that of OPM before compaction (±2%).
The fill is compacted methodically up to 95% of the dry density of OPM. The rate of compaction shall be verified in -situ with a membrane densitometer at every $1000m^2$. A sample compaction test shall be carried out to determine of passes necessary to obtain the required compaction rate.

8) 305 – Stone Masonry

Description of works

This consists of realizing the parts of the Culvert with well-shaped and assembled stones according to the esthetic and type of the structure (form, dimension of stones, joints, Etc…) while respecting the works of arts

The mortar will be dosed at three hundred and fifty (350) kg of cement per m^3 of sand.
The visible faces of the stone masonry should be regular. The minimum height of the shaped stones should not be less than fifteen (15) cm.
The finishing of the external joints will be realized with done with mortar M450

Mode of execution of works

These works shall be done exclusively manually (shaping of stones, humidification, elevation, bonding, pointing)

9) 309a, 309b, 309c and 309d - Lean concrete dosed at 150Kg/m3, Mass concrete dosed at 350Kg/m3, Reinforced concrete dosed at 400Kg/m3 and Reinforced concrete dosed at 350Kg/m2 for the Culvert's raft

Description of works

These works consist of the supply and putting in place of concrete 150Kg/m3 for the lean concrete, at 350Kg/m3 for the mass concrete and 400Kg/m3 for the reinforced concrete.
The concretes A.400 for the reinforced concrete must have a minimum compression resistance of 270 bars at 28 days.
This task comprises notably the:
• supply including the transport to the site of materials (cement, sand, gravel etc.) and the tools necessary for the precast of the slabs;
• form works with planed planks;
• transport and the putting in place of the stones including all contingencies;.
• Execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;
• And all other contingencies.

Coffrages - Form Works

This operation consists of form working the different surfaces, when necessary, before concreting. Parts of the work requiring formwork will be approved by the Project Manager. The formwork will be of robust

construction because they are called to support, as the case may be, the thrust of the fresh concrete or the weight of the construction until the decinting of the structure.
The different parts will be assembled in a simple way to allow the formwork to be carried out without peeling the concrete. This simplicity will not, however, allow any negligence in the distribution of the joints. The panels already used, will be veiled and the edges flake.
It will be used for certain categories of formwork of greasy or plastic release products. These products must be approved by the project manager.
The construction of the formwork will be as specified in the CCTP, according to the category, in order to preserve, among other things, the homogeneous coating of the reinforcements and the final dimensions of the structures.
The fasteners of the inner formwork to the concrete shall be only those which appear on the drawings of execution endorsed by the supervisor.
To keep the reinforcements at a fixed distance from the formwork, concrete wedges (or any other material approved by the project manager, plastic for example) in which wire ligatures have previously been drowned. Under no circumstances will any metal element be located at a distance less than the minimum coating provided for reinforcements.

10) 601a and 601b - Anti-rust paint and Oil Paint
Paints
The protective paints to be used on metal profiles previously brushed to white, are of the glycerophthalic type, and must be subject to the prior approval of the delegated project manager.
In all cases an anti-rust undercoat of a different color will be put in place beforehand.

11) 902a - Triangular sign posts type A ou AB
Panneau triangulaire - Triangular sign posts type A ou AB
The danger signs will be placed 150m from the point at the beginning of the area to be marked in open countryside and 50m in the agglomeration.
Prescription signs, except for certain signs, in particular mandatory signs, which must be installed as danger signs.
The direction signs will be placed 100m from the point at the beginning of the area to be reported in the case of open countryside and 40m in the agglomeration.
Vertical signage includes retro galvanized sheet metal panels flexing for signage, pre-signalling, location or directional. The location of the different panels is designated by the delegated project manager. The work consists of placing along the hunt in the shoulder, in the places provided by the project manager, signs for signage, pre-signage, location or directional.
The panels and their implementation will comply with the technical requirements.

12) 905b - Wooden post markers
Balises - Wooden post markers
Turn beacons are J1 beacons of type 2 of circular cross-section (diameter 150 mm) 80 cm high from the level of the shoulder. The beacons are made of fiber cement, enamelled or galvanized sheet metal, plastic, B 300 concrete, or wood.
Among the Cameroonian wood species with these required characteristics, we can mention: Doussie, Moabi, Tali, Azobé, Iroko and Bibinga. (See § 11.13 above)
They are located on the outer shoulder of the bend, the axis one meter from the outer edge of the bearing layer. The spacing between two consecutive beacons is equal to 10 meters, unless otherwise approved by the delegated project manager. The beacons shall bear a retro-reflective device consisting of a strip 100 mm high placed 150 mm from the head of the beacon.

13) 909 - Weep holes
Barbacanes - Weep holes

This operation consists of installing PVC pipe barbicans Φ40 for drainage of materials located behind abutments or retaining walls. The work consists of placing, in accordance with the technical requirements and the plans of the technical file, PVC pipe barbicans Φ40

14) 910 - Drainage pipes

- Drainage pipes

This operation consists of setting up gargoyles in PVC pipe Φ100 for the evacuation of water from the deck. The work consisting in placing, in accordance with the technical requirements and the plans of the technical file, gargoyles made of PVC pipe Φ100

15) 1001 - Deviation- pedestrians crossing of the Culvert

Traffic maintenance - Deviation - pedestrians crossing of the Culvert

This task is envisaged in the event that it is necessary for the construction and maintenance of the temporary structures and a runway for possible deviation necessary to maintain traffic.

16) SAFETY AND ENVIRONMENTAL PROTECTION

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

Every area from which soil is to be extracted shall be covered with vegetative soil at the end of the job to facilitate the growth of vegetation and to avoid erosion.

DOCUMENT NO. 6:
SCHEDULE OF UNIT PRICES

ROAD: RURAL ROAD
SECTION: KONENE TOWN TO NGUNABUM VILLAGE
TYPE OF STRUCTURE: BOX CULVERT

LENGTH: 2.50m
WIDTH: 6.00m
HIGHT: 2.00m

SCHEDULE OF UNIT PRICES FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE

ITEM	DESIGNATION	UNIT	Q'TY	UP in Figures	UP in Words
	LOT 100: PRELIMINARY WORKS				
101	Site installation	FF	1		
102	Geo-technical studies	FF	1		
103	Clearing of site	m^2	200		
104	Implantation of the structure	ff	2		
105	Environmental Impact Studies		1		
	SUB TOTAL 100				
	LOT 200: EARTH WORKS				
201	Excavation of footings for the abutments	m^3	120		
202	Backfilling with filtration material	m^3	56		
203	Filteration material at the back of the abutments from borrow pit	m^3	40		
	SUB TOTAL 200				
	LOT 300: FOUNDATION				
301	Stone pitching	m^3	24		
302	Blinding concrete	m^3	4.8		
303	R.C for footings	m^3	18		
	SUB TOTAL 300				
	LOT 400: CONSTRUCTION OF ABUTMENTS				
401	R.C for abutment and wing walls	m^3	106.2		
403	R.C for beams of 50 x 30 cm (dosed at 400kg/$m^{3)}$	m^3	1.5		
404	R.C for wheel Guide	m^3	0.6		
405	Pointing of stonework	m^2	70		
	SUB TOTAL 400				
	LOT 500: CULVERT SLAB				
501	R.C slab (dosed at 400kg/m^3)	m^3	6.5		
502	R.C for transition slab (dosed at 400kg/m^3)	m^3	2.8		
503	R.C pillars of 1m high for handrails (dosed at 400kg/m^3)	m^3	0.32		
504	Metalic hand rails	ml	28		
505	Provision of Timber for formwork	ff	1		
	SUB TOTAL 500				
	LOT 600: EXTERNAL WORKS				
601	Maintaining of circulation and deviation	ff	1		

601	Application of oil paint on handrails	U	1		
602	Indication sign board	No	4		
603	Weep holes and drain pipes in PVC 32	ff	1		
604	Planting of flowers, trees and landscape	ff	1		
	SUB TOTAL 600				

DOCUMENT NO. 7:
BILL OF QUANTITIES AND ESTIMATES

ROAD: RURAL ROAD
SECTION: KONENE TOWN TO NGUNABUM VILLAGE
TYPE OF STRUCTURE: BOX CULVERT

LENGTH: 2.50m
WIDTH: 6.00m
HIGHT: 2.00m

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF TWO (02) BOX CULVERTS LINKING KONENE AND NGUNABUM VILLAGE

ITEM	DESIGNATION	UNIT	Q'TY	UNIT PRICE	AMOUNT
	LOT 100: PRELIMINARY WORKS				
101	Site installation	FF	1		
102	Geo-technical studies	FF	1		
103	Clearing of site	m^2	200		
104	Implantation of the structure	ff	2		
105	Environmental Impact Studies	ff	1		
	SUB TOTAL 100				
	LOT 200: EARTH WORKS				
201	Excavation of footings for the abutments	m^3	120		
202	Backfilling with filtration material	m^3	56		
203	Filteration material at the back of the abutments from borrow pit	m^3	40		
	SUB TOTAL 200				
	LOT 300: FOUNDATION				
301	Stone pitching	m^3	24		
302	Blinding concrete	m^3	4.8		
303	R.C for footings	m^3	18		
	SUB TOTAL 300				
	LOT 400: CONSTRUCTION OF ABUTMENTS				
401	R.C for abutment and wing walls	m^3	106.2		
403	R.C for beams of 50 x 30 cm (dosed at 400kg/$m^{3)}$	m^3	1.5		
404	R.C for wheel Guide	m^3	0.6		
405	Pointing of stonework	m^2	70		
	SUB TOTAL 400				
	LOT 500: CULVERT SLAB				
501	R.C slab (dosed at 400kg/m^3)	m^3	6.5		
502	R.C for transition slab (dosed at 400kg/m^3)	m^3	2.8		
503	R.C pillars of 1m high for handrails (dosed at 400kg/m^3)	m^3	0.32		
504	Metalic hand rails	ml	28		
505	Provision of Timber for formwork	ff	1		
	SUB TOTAL 500				
	LOT 600: EXTERNAL WORKS				
601	Maintaining of circulation and deviation	ff	1		

601	Application of oil paint on handrails	U	1		
602	Indication sign board	No	4		
603	Weep holes and drain pipes in PVC 32	ff	1		
604	Planting of flowers, trees and landscape	ff	1		
	SUB TOTAL 600				
LOT 100: PRELIMINARY WORS					
LOT 200: EARTH WORKS					
LOT 300: FOUNDATION					
LOT 400: CONSTRUCTION OF ABUTMENTS					
LOT 500: CULVERT SLAB					
LOT 600: EXTERNAL WORKS					
TOTAL WITHOUT TAXES (HT)					
VAT: 19.25%					
AIR: 5.5% or 2.2%					
TOTAL WITH TAXES INCLUSIVE (TTC)					
NET PAYABLE					

This present estimate is closed at the sum of …….. FCFA all taxes included.