

REPUBLIC OF CAMEROON
Peace -- Work -- Fatherland

MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION
MOMO DIVISION
BATIBO COUNCIL

P.O BOX 06, BATIBO
CELL (237) 677 980 303



R-06/02/25
REPUBLIQUE DU CAMEROUN
Paix -- Travail -- Patrie

MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST
DEPARTEMENT DE LA MOMO
COMMUNE DE BATIBO

B.P BOX 06, BATIBO
CELL (237) 677 980 303

BATIBO COUNCIL INTERNAL TENDERS' BOARD

**OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE,
N° 01/ONIT/BCITB/BC/2025 OF 31/01/2025 FOR THE MAINTENANCE OF
BATIBO (OLD PARK INTER N6) –BESSI-ASHONG ROAD 14KM IN BATIBO
SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.**

PROJECT OWNER: THE MAYOR OF BATIBO COUNCIL

FUNDING: MINTP – ROAD FUND Exercise 2025-2026

Lot:	Name of project	Amount of phase 1	Amount of phase 2	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE	Maintenance of Batibo (old park inter N6) –Bessi- Ashong road 14km in Batibo Sub Division, Momo Division, North West Region.	80,000, 000F CFA In 2025	80,000, 000F CFA In 2025	160,000, 000F CFA	3,200,000F CFA	100,000F CFA



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DOCUMENT N°1:
INVITATION TO TENDER

**BATIBO COUNCIL INTERNAL TENDERS' BOARD****OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE,****N° 01/ONIT/BCITB/BC/2025 OF 31/01/2025****FOR THE MAINTENANCE OF BATIBO (OLD PARK INTER N6) –BESSI-
ASHONG ROAD 14KM IN BATIBO SUB DIVISION, MOMO DIVISION, NORTH
WEST REGION.****FUNDING : ROAD FUND - MINTP 2025-2026 FISCAL YEARS**

Lot:	Name of project	Amount of phase 1	Amount of phase 2	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE	Maintenance of Batibo (old park inter N6) –Bessi- Ashong road 14km in Batibo Sub Division, Momo Division, North West Region.	80,000, 000F CFA In 2025	80,000, 000F CFA In 2025	160,000, 000F CFA	3,200,000F CFA	100,000F CFA

1. Subject of the invitation to tender:

Within the framework of the 2025 Public Investment Budget (PIB), the **Mayor of BATIBO Council** "Contracting Authority" hereby launches an open National Invitation to tender **for the Maintenance Of The Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in Batibo Sub Division, Momo Division, North West Region..** This invitation to tender comprises one (01) lot.

2. Nature of services

Work to be done consists of the Maintenance of the **Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in Batibo Sub Division, Momo Division, North West Region..** The works include the following:

- Installation
- Earth works
- Drainage
- Engineering structures
- Signalization
- Others

3. **Participation and origin:**

Participation in this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned.

4. **Financing:**

The said Works shall be financed by the Road Fund of the Ministry of Public Works **MINTP**, for the 2025 financial year assigned to the Mayor of BATIBO Council as Authorizing officer with Budget Head N° **ROAD FUNDS 2025**

5. **Consultation of the tender file**

Interested eligible bidders may obtain further information during working hours as from the date of publication of this tender notice, at the BATIBO council.

6. **Acquisition of the tender file:**

The file may be obtained at the BATIBO Council Office, as soon as this notice is published against payment of a non- refundable sum of **(100 000) one hundred thousand CFA** francs, payable at the BATIBO Council Treasury representing the cost of the tender file.

7. **Presentation of the tender file :**

The tender file in three (03) volumes shall be enclosed in three sealed envelopes.

- Envelope A containing the administrative documents (Volume 1);
- Envelope B containing the technical offer (Volume 2);
- Envelope C containing the financial offer (Volume 3).

The three volumes shall then be enclosed in a single sealed envelope bearing only the reference of the tender in question. The different documents of each offer shall be numbered as indicated in the tender and separated by dividers of the same colour.

8. **Submission of the tender file :**

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at the BATIBO Council Office not later than **21/02/2025** at 10 am local time and should carry the inscription:

**Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in Batibo Sub
Division, Momo Division, North West Region.. LOT: SINGLE LOT
«To be opened only during the bid opening session »**

The offers or the bids submitted after the stipulated deadline shall not be received.

9. **Admissibility of bids:**

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

They must obligatorily not be older than three (3) months preceding the date of submission of bids 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.

10. **Opening of bids :**

The opening of the bids in one phase shall be done on **21/02/2025** at 11 am in the conference hall of the BATIBO Council by the competent internal tender board.

Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

11. **Submission of bids timeframe :**

Bidders have twenty one (21) days for the submission of their bids with effect of the publication of the tender notice.

12. Execution deadline

The maximum execution deadline shall be **two (02) calendar years**, including the rainy season and other vagaries, with each phase having 06 months deadline with effect from the date of notification of the administrative order of work commencement.

13. Provisional Guarantee (Bid bond) :

Each bidder must include in his administrative documents a bid bond issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex of the tender file of the sum of **3,200,000 (Three million two hundred thousand) FCFA**.

The provisional deposit shall be automatically released not later than 30 (thirty) days following the expiry of the validity of the bids for bidders who shall not be retained. In the case where the bidder is awarded the contract, the provisional deposit shall be released after the constitution of the final bond.

14. Evaluation of the bids :

The evaluation of the bids shall be done in three (03) steps:

- 1st step: Verification of the conformity of the administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd step: Analysis of the financial file.

The criteria of evaluation are the following:

There are two types of evaluation criteria: eliminatory and essential criteria. The aim of these criteria is to identify and reject incomplete bids or bids not in conformity with the essential conditions laid down in the Tender File.

14.1-Eliminatory criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according of the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

14.1.1- Administrative documents

1. Absence of bid bond in the administrative file;
2. Deadline for delivery higher than prescribed;
3. Incomplete financial file;
4. Change of quantity or unit;
5. Non respect of **75%** of essential criteria;
6. False declaration forged or scanned documents;
7. Suspended by MINMAP.

14.1.2- Financial offer

- Incomplete financial offer;
- Non-compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of break down price.

Essential criteria:

The technical offer of the bidder shall be assessed along the following lines:

S/N	Designation	MARKS
01	General Presentation of the offer: Document spirally bound, colour sheets separation, table of content, presentation of documents in the order given in this	01

	tender file, quality of document.	
02	Reference of the enterprise: ▪ Experience in the similar works	02
03	Quality of Requested staff: Qualifications, experience of personnel affected to the project, CV, NIC and attestation of availability.	03
04	Presence of the methodology of work execution	05
05	Technical and material affected to the project: The company should justify the property of the necessary material to the execution of works.	02
06	Presence of the prefinancing capacity	01

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

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

The note of the technical offer will be gotten by addition of marks for every criteria. Only the technical offer having gotten an equal or superior note to **70% of YES** will be kept for the financial evaluation.

15. Award of the Jobbing Order :

The jobbing order shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 99 of the public contracts code).

16. Period of validity of bids :

The bidders shall remain committed to their bids during a period of (one hundred and eighty) 180 days from the deadline set for the submission of bids.

17. Complementary information :

Complementary technical information may be obtained during working hours at the BATIBO Council.

Copies:

- ARMP;
- Chairperson of Tender Board;
- Notice boards;
- DD MINMAP Momo;
- Archives



**FOR THE MAYOR
AND BY DELEGATION**
Done at BATIBO, the 31/01/2025

**THE MAYOR
(Contracting Authority)**

[Handwritten signature]
Elie Emmanuel

**COMMISSION INTERNE DE PASSATION DES MARCHES PUBLICS***"Avis d'Appel d'Offres National Ouvert en procédure du urgence"***N° 01/AONO/BCITB/BC/2025 DU 31/01/2025****Pour les travaux de Maintenance Of The Maintenance of Batibo (old park inter N6) –Bessi-
Ashong road 14km in Batibo Sub Division, Momo Division, North West Region..***Lot.....(01)***FINANCEMENT : ROUTE FOND - MINTP 2025-2026 FISCAL YEARS**

Lot:	Name of project	Amount of phase 1	Amount of phase 2	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE	Maintenance of Batibo (old park inter N6) –Bessi- Ashong road 14km in Batibo Sub Division, Momo Division, North West Region.	80,000, 000F CFA In 2025	80,000, 000F CFA In 2025	160,000, 000F CFA	3,200,000F CFA	100,000F CFA

1.- Objet de l'Appel d'Offres :

Dans le cadre du budget route fond 2025, Le Maire de la commune de BATIBO lance un Avis d'Appel d'Offres National ouvert en procédure d'urgence pour **les travaux de maintenance de route a BATIBO** dans l'Arrondissement de BATIBO, Département de MOMO, Région du Nord-Ouest. C'est un lot.

2.- Consistance des travaux :

Les prestations du présent marché comprennent les travaux suivantes :

- Installation
- Terrasement
- Drainage
- Structures ingenierie
- Signalization
- Autres.

3.- Participation et origine :

La participation au présent Appel d'Offres est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisé des opérations similaires.

4.- Financement :

Les prestations, objet du présent Appel d'Offres, sont financées par le budget route fond - **Exercice 2025 du MINTP** avec comme pour ligne budgétaire N°.....

5.- Consultation du dossier d'Appel d'Offres :

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la Mairie de BATIBO, dès publication du présent avis.

6.- Acquisition du dossier d'Appel d'Offres :

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la Mairie de BATIBO, service de passation des marchés publics, sur présentation d'une quittance de versement d'une somme non remboursable de **100 000 (cent mille)** francs CFA au Trésor de la Commune de BATIBO. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

7.- Présentation des offres :

Les documents constituant chaque offre sont repartis en trois(03) volumes ci-après contenus dans une enveloppe fermée et scellée dont :

- L'enveloppe A contenant les pièces administratives (volume 1),
- L'enveloppe B contenant l'offre technique (volume 2),
- L'enveloppe C contenant l'offre financière (volume 3).

Les offres ainsi présentées seront placées sous simple enveloppe, fermée et scellée portant uniquement la mention de l'Appel d'Offres en cause. Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de même couleur.

8.- 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, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans les services de la passation des marchés publics de la Commune de Batibo, au plus tard le **21/02/2025** à 10 heures, heure locale et devront porter la mention:

"Appel d'Offres National Ouvert en procédure du urgence"

N° 01/AONO/BCITB/COMMUNE BATIBO/2025 DU 31/01/2025

Pour les travaux de Maintenance Of The Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in Batibo Sub Division, Momo Division, North West Region.

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

Les offres parvenues après les dates et heure limites de dépôt des offres ne seront pas reçues.

9.- Recevabilité des offres :

Les offres ne respectant pas le mode de séparation de l'offre financière, des offres administratives et techniques seront irrecevables.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances, valable pendant 30 jours au-delà du délai de validité des offres.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

10.- Ouverture des offres :

L'ouverture des offres aura lieu en un temps le **21/02/2025 à 11 heures** précises dans la salle des Conférences de la Mairie de BATIBO, par la Commission Interne de Passation des marchés publics Compétente en présence des soumissionnaires.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandater à cet effet.

11.- Délai de réponse des soumissionnaires :

Pour cet Appel d'Offres, le délai de réponse est fixé à vingt un (21) jours calendaires aux entreprises désireuses d'y participer à compter de la date de publication de l'Avis d'Appel d'Offres.

12.- Délai d'exécution des travaux :

Le délai global d'exécution des travaux est de six(06) mois calendaires par phase. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

13.- Cautionnement Provisoire (Garantie de soumission) :

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par une banque de premier ordre agréée par le Ministère des Finances et dont la liste figure en annexe d'un montant égal à **3,200 000 FCFA (Trois million)** francs CFA.

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

14.- Evaluation des Offres :

L'évaluation des offres se fera en trois(03) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres.

14.1-Critères éliminatoires

Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les critères essentiels. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.

Il s'agit notamment:

14.1.1-Pièces administratives

- Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence ou l'insuffisance de la caution provisoire de soumission ;
- Offres dont l'enveloppe extérieure porte des mentions permettant l'identification du Soumissionnaire;
- Absence d'une pièce administrative ;
- Fausse déclaration ou documents falsifiés.

14.1.2-Offres techniques

- Dossier incomplet ou pièces non conformes ;
- Fausse déclaration ou documents falsifiées ou scannés ;
- Non existence dans l'offre technique de la rubrique « organisation, méthodologie et planning » ;
- Absence d'une capacité de préfinancement d'au moins (60 000 000) francs CFA.
- De façon systématique, toute offre n'ayant pas atteint ou dépassé après évaluation technique, la barre de **70 % du OUI** sera écartée et non éligible à l'analyse financière ;

14.1.3-Offres financières

- Offre financière incomplète ;
- Pièces non conformes ;
- Omission dans l'offre financière d'un prix unitaire quantifié ;
- Absence d'un sous-détail de prix ;

- Modification du model du sous-détail de prix unitaire.

Critères essentiels

Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technico-financière des candidats à exécuter les travaux, objet de l'appel d'offres.

Les critères essentiels de qualification sont tel qu'il suit ;

N°	Désignation	Nombre de point
01	Présentation générale de l'offre : Reliure, Intercalaire de couleur et page de garde, Présentation de toutes les pièces dans l'ordre prescrit, Qualité du document.	01
02	Références de l'entreprise : ▪ Expérience dans les travaux Bâtiment et/ou de Génie Civil :	02
03	Qualité du personnel : Qualifications, expérience du personnel affecté au projet, CV, CNI et attestation de disponibilité.	03
04	La présence de la Méthodologie d'exécution des travaux	05
05	Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	02
06	La présence de la Capacité de préfinancement	01

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

La note de l'offre technique sera obtenue par addition des points pour chaque critère. Seule l'offre technique ayant obtenue une note égale ou supérieure à **70% du OUI** sera à l'évaluation financière.

15.- Attribution de la lettre commande :

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 99 du Code des lettres commandes Publiques.

16.- Délai de validité des offres :

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

17.- Renseignements complémentaires :

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune de Njikwa, service de la passation des marchés publics. Tel: 679204915

Ampliations :

- ARMP
- Président CPM
- DD MINMAP MOMO
- Affichage
- Chrono / Archives.



Fait à BATIBO, le 31/01/2025
Le Maire de la Commune de BATIBO
(Autorité Contractante)

Emmanuel Ndayishimiye

**DOCUMENT N^o. 2:
GENERAL REGULATIONS OF THE INVITATION
TO TENDER (GRIT)**

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GENERAL RULES OF THE INVITATION TO TENDER

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 and/or completion of the works described in the Tender File and briefly described in the Special Regulations.
The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.
- 1.2 The bidder retained or the successful bidder shall 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 or that indicated in the said 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 to compete

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the invitation to tender is addressed to all entrepreneurs, subject to the following provisions:
 - (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
 - (b) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, 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; and
- (v) Availability of indispensable equipment.

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

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

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

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

Article 7: Visit of works site

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

7.2 The Project Owner shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

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

B. Tender File

Article 8: Content of Tender File

8.1 The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. 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. 11. Models to be used by bidders;

a. Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

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

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

Article 10: Amendment of the Tender File

10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the offer

10.4 The offer 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:

Volume 1: Administrative documents

They include:

I. All documents stating that the bidder:

- Has complied with all declarations provided for by the laws and regulations in force;
- Is current with his taxes, contributions, fees or levies of any kind whatsoever;
- Is not in a State of liquidation or bankruptcy;
- Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.

II. Bid bond(s) issued is are in conformity with the provisions of article 15 of the present RGAO;

III. A written confirmation authorizing the signatory of the offer to engage the bidder

IV. The CCAP is duly initialled on each page and signed on the last page.

V. Localization plan is duly signed by the authority concern.

b. Volume II: Technical Offer

It includes:

- I. References of the company (the contractor will provide contracts or Jobbing orders for similar work carried out as well as related minutes of reception);
- II. Personnel: the contractor will present the competent technical staff and workers he intends to employ before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma attestation of presentation of original of the technical diploma, and the attestation of availability signed by the candidate);
- III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of road worthiness (visit technique) of rolling equipment;
- IV. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the execution plan of the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,
- V. Attestation of site visit and the site visit report;
- Vi The CCTP duly initialled on each page and signed on the last page
- Vii Attestation of solvency of the contractor.

c. Volume 3: Financial offer

It includes:

- I. The submission letter, in original drafted according to the model attached, stamped at the rate in force, signed and dated;
- II. The unit price schedule duly completed, with an indication of the unit price excluding VAT in letters and figures;
- III. Detail Bill of Quantities and cost estimate of the work completed;
- IV. Sub-details of the different prices according to the model attached;

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: 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 or Delegated 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;

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

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

Article 18: Varying proposals of bidders

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

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

the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

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

Article 19: Preparatory meeting to the establishment of bids

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

Article 20: Form and signature of bid

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

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

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases 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 a 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 who so request.

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

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

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

Article 38: Signing of the contract

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

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

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

Article 39: Final Bond

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

39.2 The bond whose rate varies between 2 and 5 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 №. 3:

**SPECIAL REGULATIONS OF THE INVITATION
TO TENDER**

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

1) PURPOSE OF THE TENDERS:

The purpose of this tender is the **Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in Batibo Sub Division, Momo Division, North West Region.** launched by the Mayor of BATIBO Council Within the framework of 2025 Public Investment Budget (PIB) by Invitation to tender Reference: N° 01/ONIT/BCITB/BC/2025 OF 31/01/2025

This invitation to tender comprises follows:

Lot:	Name of project	Amount of phase 1	Amount of phase 2	Amount of project	Amount of bid bond	Cost of tender file :
SINGLE	Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in Batibo Sub Division, Momo Division, North West Region.	80,000,000F CFA In 2025	80,000,000F CFA In 2025	160,000,000F CFA	3,200,000F CFA	100,000F CFA

2) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Contracting Authority shall be **One hundred and eighty days (180) days/phase**, as from the date of notification of the service order.

3) SOURCE OF FINANCING

The said Works shall be financed by the Road Fund (RF) of the Ministry of Public Works for the 2025 financial year assigned to the Mayor of BATIBO Council as Authorizing officer.

4) CONSISTENCY OF BIDS

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach **BATIBO Council**, not later than **21/02/2025 at 10.00 am**, local time. It should be labelled as follows:

"Open National Invitation to Tender in Emergency Procedure,"

N° 01/ONIT/BCITB/BC/2025 OF 31/01/2025

For the Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in Batibo Sub Division, Momo Division, North West Region.

«To be opened only during the bid opening session »

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

Internal envelopes

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

The first internal envelope shall be labeled;

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

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force(.dated , signed And stamped by the contractor)
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 of 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 of first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury
A.6	A bid bond of 3 200 000 FCFA (Four Million seven hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance
A.9	Business License (photocopy certified by chief of centre, not more than three months).
A.10	Copy of a valid taxpayer's card, delivered by the chief of centre. Dated at most 3 months.
A .11	Plan and attestation of localization signed by the taxation authorities
A .12	CCAP completed and initialed on all the pages

NB:

- *The above administrative documents should be forwarded in their originals or certified true copies dating not more than three months old.*
- *The absence or the nonconformity of one of these documents will result to the elimination of the offer*

ENVELOPE B: - VOLUME II TECHNICAL OFFER

Doc N°	DESIGNATION
B1	<p>General presentation of bids</p> <ul style="list-style-type: none"> ➤ Properly bound. ➤ Table of content. ➤ Separators in color apart from white ➤ Presentation of documents in the order given in this tender. ➤ Clearness of the documents
B.2	<p>REFERENCES OF SIMILAR WORKS EXECUTED</p> <ul style="list-style-type: none"> ➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last four (04) years. ➤ Show proof of similar projects executed by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2024 projects) or final reception (for 2021 and/or 2023 projects) and related contracts, and jobbing orders).
B.3	<p>PERSONNEL</p> <p>Bidders shall undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV signed by the candidate, a certified copy of the technical diploma, an attestation of availability signed by candidate and Certified copy of ID card) notably.</p> <ul style="list-style-type: none"> ➤ A works supervisor with at least the level a civil or rural engineer under oath of Cameroon with at least four (05) years professional experience in the domain of civil construction or similar works. ➤ A foreman with at least the level of a senior technician in civil or Rural Engineering with at least four (05) years of professional experience in the domain of civil construction or similar works. ➤ Other support staff or semi-skilled workers <p>- A Builder with at least the level of a Bacc Maçonnerie with 5 years professional experience on building construction or similar works.</p>
B.4	<p>Equipment and Construction Tools</p> <p>The List of equipment the bidder intends to use on site</p> <p>The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work to be carried out.</p> <ul style="list-style-type: none"> ➤ Equipment : <ul style="list-style-type: none"> - Legalized Registration document (pickup, truck, hand Compactor, grader, loader, compactor etc.) or Legalized document to hire equipment. ➤ Construction Tools <ul style="list-style-type: none"> - List of small construction tools or assorted tools signed by the head of the company. - The bidder Should show justification of construction tools by producing legalized receipts of : (Wheel barrows; Spades; Hammers GPS etc)

Doc N°	DESIGNATION
B.5	<p>Technical notes on the methodology and the execution of works. The bidder will produce a technical note dated and signed on the last page providing all the following information.</p> <ul style="list-style-type: none"> - The mode of execution of the works - The planning of intervention, the expected output - supply of materials or site equipment - Measures of safety and protection of the environment - Administrative and technical organization of the enterprise
B.6	<p>Attestation of site visit and Site Visit Report</p> <ul style="list-style-type: none"> ➤ Attestation of site visit signed by the Mayor Batibo Council base on site visit report signed by the bidder. ➤ Site visits Report .The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed and stamped by the contractor (pictures of the site where the culverts are to be constructed and bad spots, consistency of work and execution plans).
B.7	<p>Financial Capacity of the Bidder Pre – Financing capacity from a banking institution of first order approved by the Ministry in charge of finance, not less than 25% of the amount required in the offer.</p>
B.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).

ENVELOPE C: FINANCIAL OFFER

Doc N°	DESIGNATION
C.1	The bid itself according to the model attached, stamped at the rate in force, dated, signed And stamped by the contractor.
C.2	The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)
C.3	Detail quantities and cost estimates of works completed(signed And stamped)
C.4	The sub-details of prices according to the model attached(signed And stamped)

5) Currency of bid and settlement

5.1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the price Bill of quantities and sub detailed of unit prices shall be entirely in CFA Francs in the following manner:

a. Prices will be entirely settled in CFA Francs. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, shall indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.

b. The exchange rates used by the bidder to convert its offer in national currency shall be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.
The contract prices are firm and no-revisable.

6) Submission of bids :

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the BATIBO Council office not later than **21/02/2025 at 10 am** local time. It should be labelled as follows

"Open National Invitation to Tender in Emergency Procedure,"

N° 01/ONIT/BCITB/BC/2025 OF 31/01/2025

**For the Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in
Batibo Sub Division, Momo Division, North West Region.**

«To be opened only during the bid opening session »

7) EVALUATION OF TENDERS

7.1. Opening of bids

The bids shall be opened in single phase. The opening of the administrative documents and the Technical and Financial offers shall take place on the **21/02/2025 at 11 a.m.** local time, by the council Tenders Board at the Conference Hall of BATIBO Council.

Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.

Representatives of bidders shall have to sign a form stating their presence at the opening of tenders.

7.2. Clarification on the bids

The request for clarification and the response shall be done in writing. No change of the offer price shall be requested, proposed or authorized.

7.3. Examination of bids

The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the tender file requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price.
- If there is a contradiction between the price in words and the price in figures, the price in word will govern.

7.4. Evaluation and comparison of bids

The technical subcommittee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present call for tenders. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.

The evaluation of bids shall be in two steps: technical and financial evaluation.

7.4. 1. Technical evaluation

7.4.1. 1. Eliminary criteria

Eliminary criteria will focus on the following aspects:

- Absence of an element in the administrative file;
- Deadline for delivery higher than prescribed;
- False declaration, forged or scanned documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial information.
- Technical assessment mark lower than **70% of "Yes"**.

7.4.1. 2 Essential criteria

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

- General presentation of the tender files;
- References of the company in the similar achievements;
- Experience of supervisory staff ;
- Logistics;
- Methodology;
- Financial capacity;
- Attestation of site visit signed by both the Head teacher of the school and the company administrator or their representatives;
- Report of site visit signed by the company administrator
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped).
- The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped);
- Pre – Financing capacity **not less than 25%** of the amount required in the offer

7.4.1.3 Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:
The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation shall be done in a purely binary method with a (**yes**) or a (**no**) with an acceptable minimum of **70%** of the essential criteria taken in account.

The contract shall be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **70%** of the essential criteria.

A) The company's references:

Similar works in the last four (4) years (2021--2024). The bidder shall justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amounts from the realizations and the quality of the work (certificate of completion and/or minutes of (provisional or final) reception and related contracts, and jobbing orders).

b) Essential equipment

Essential equipment that the contractor shall make available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials such as a Vibrator or Legalized document to hire equipment.

C) The qualification of site personnel:

A works supervisor with at least the level a civil or rural engineer with at least five (05) years professional experience in the domain of civil construction or similar works.. (Attached a certified copy of certificate, CV, attestation of presentation of original of the technical diploma, an attestation of availability sign by candidate and a certified copy of ID card)

A foreman with at least the level of a senior technician in civil engineering or Rural Engineering with at least four (04) years of professional experience in the domain of civil construction or similar works. (Attached a certified copy of certificate, CV, attestation of presentation of original of the technical diploma, an attestation of availability sign by candidate and a certified copy of ID card)

Other support staff or semi-skilled workers

- 02 (Two) builder (1) and technician (1) with 4 years professional experience on building construction or similar works.

(d) The methodology of intervention and execution of work:

The company will produce a technical note dated and signed on the last page providing information about:

- i. The mode of execution of the works.
- ii. The planning of intervention, the expected output.
- iii. The supply of materials or site equipment.

- iv. Measures of safety and protection of the environment.
- v. Administrative and technical organization of the enterprise.

E) Self-financing capacity:

An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.)

The available amount shall be at least more than or equal to amount required in the offer.

7.4.1. 3 other criteria

7.4. 2. Financial evaluation

The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.

Award of Contract

Subject to the clause of article 6 of the present OMPP, the Contracting authority will award the contract to the bidder whose offer has been recognized substantially responsive to the requirement of the Tender file and has submitted the lowest feasible evaluated bid price.

9) Right of the Contracting authority to accept or reject any offer

Notwithstanding article 5 of the present OMPP, the Contracting authority reserves the right to cancel the tendering process at any time before the opening of the tenders, without incurring liability to the bidders affected by its decision, nor obligation to inform them of the reasons for its decision.

10) Site Visit

A site visit is recommended to participating companies in this Tender file.

11) Period of validity of tenders

The period of validity of the tender is 90 days from the date of deposition of the offers.

12) Performance guarantee

Within fifteen (15) days from the date of notification of the contract, the contractor shall provide a guarantee of three percent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation.

13) COMMENCEMENT OF WORK:

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

- The Authorizing officer;
- The Divisional Delegate of MINTP Momo;
- The Divisional Delegate of MINMAP or his representative;
- The Contract Manager
- The Project Manager

DOCUMENT N°. 4: SPECIAL ADMINISTRATIVE CONDITIONS

SPECIAL ADMINISTRATIVE CLAUSES (SAC)

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- Article 2 - Award procedure
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- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable Texts
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
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CHAPTER II: FINANCIAL CLAUSES

- Article 11 - Guarantees and securities (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
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- Article 19 - Penalties for delay (article 32 of GAC supplemented)
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Article 42 - Disagreements and Disputes (article 79 of the GAC)

Article 43 - Differences and Disputes

Article 44 - Production and dissemination of this contract

Article 41 and last: Entry into force this jobbing order

- 7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

ARTICLE 8: ADMINISTRATIVE ORDERS

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

The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.

Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Control 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.

8.1 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 Control Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.

8.2 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.

8.3 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.

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 Control Engineer.

8.4 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.

8.5 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

ARTICLE 9: CONTRACTS WITH CONDITIONAL PHASES (ARTICLE 9 OF GAC)

9.1 *[Specify if the contract has one or several phases]*

At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *[to be specified]*.

ARTICLE 10: CONTRACTOR'S EQUIPMENT AND PERSONNEL (Article 15 of GAC supplemented)

10.1 Any modification, even partial, made in the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have the personnel replaced by a staff of equal competence (qualifications and experiences).

10.2 In any case, the list 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 **Seven (07) 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 jobbing order as mentioned in article 45 below or the application of penalties *[to be specified where need be]*.

CHAPTER 2: 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 Contracting Authority 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 (Guarantee Retention)

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

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

11.3 Guarantee of start-off advance

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

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

ARTICLE 12: AMOUNT OF THE CONTRACT

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

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

ARTICLE 13: PLACE AND METHOD OF PAYMENT

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

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

ARTICLE 14: PRICE VARIATION (Article 20 of GAC)

Prices shall be firm and not subject to any price revision.

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

1.1 Price updating modalities (not applicable)

ARTICLE 15: EVALUATION OF WORK DONE

The work done shall be evaluated using the unit price.

ARTICLE 16: ADVANCES (article 28 of the GAC)

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

- 16.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 16.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
- 16.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 16.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 17: PAYMENT FOR WORKS (articles 26, 27 and 30 of the GAC supplemented)

17.1 Establishment of works executed

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

17.2 Monthly detailed account

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

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

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

- [100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the contractor;
- 1.1 % 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.

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

17.3 Detailed account of start-off account (if applicable).

ARTICLE 18: 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 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

ARTICLE 19: PENALTIES FOR DELAY

A. Penalties for lateness.

19.1 The amount set for penalties for delays is set as follows:

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

- b) One One thousandth (1/1000th) of the initial amount of the jobbing order inclusive of all taxes per calendar day beyond the 30th day.
- 19.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial jobbing order inclusive of all taxes.

B. Specific penalties.

19.3 Apart from penalties of overrun of the contractual deadlines, the contractor is liable to the following special penalties for the non-respect of the provisions of the contract. Notably:

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

ARTICLE 20: FINAL DETAILED ACCOUNT (article 34 of the GAC)

20.1[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 **30 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.

20.2[Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager (maximum one month)].

20.3[Indicate the time-limit available to the contractor to return the signed final detailed account (maximum 1 month)].

ARTICLE 21: GENERAL AND FINAL DETAILED ACCOUNT (article 35 of the GAC)

21.1 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 contract or definitely binds the two parties puts an end to the contract, except with regard to interest on overdue payments.

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

ARTICLE 22: TAX AND CUSTOMS SCHEDULE

Decree No. 2003/651 of 16 April 2003 to lay down the 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 projects, including the AIR which is a deduction on company taxes;
- Registration dues in accordance with the tax code;
- Dues and taxes attached to the execution of services provided for in the jobbing order;
- Duties and taxes of entry in to Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the execution of building materials and water.

These elements shall be included in the costs which the enterprise inputs on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes. All prices inclusive taxes mean VAT included.

ARTICLE 23: REGISTRATION AND STAMP DUTY

Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF THE WORKS

ARTICLE 24: NATURE OF THE WORKS (article 46 of GAC)

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

ARTICLE 25: ROLE AND RESPONSIBILITIES OF THE PROJECT OWNER (GAC supplemented)

- 25.1 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.
- 25.2 The Project Owner shall ensure the contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

ARTICLE 26: EXECUTION TIME-LIMIT OF THE CONTRACT (article 38 of the GAC)

26.1 The time-limit for the execution of the works forming the subject of this contract shall be **one hundred and twenty (120) days**.

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

ARTICLE 27: ROLES AND RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Engineer in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessity for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To this end, he cannot use any omission or under estimation of the works to make any claims of any nature whatsoever.

Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before reception, failing which the Contracting Authority shall automatically proceed with it soon after the expiry date, at the contractor's expense.

ARTICLE 28: 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 29: 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 30: 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]

30.1 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 Manager (or 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";
- Or the indication of their rejection including the reasons for the said rejection.

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

The approval given by the 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.

30.2 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 one month (*specify the duration which must not exceed one month*) 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 *fifteen (15) days* to examine and make known his observations. The contractor then has a deadline of *[eight days]* to present a new file including the said observations.

30.3 In case of the nonobservance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

ARTICLE 31: ORGANISATION AND SAFETY OF SITES (article 50 of the GAC)

31.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of **(01) one month** after the notification of the Administrative Order to commence work.

31.2 The contractor shall respect all standard safety measures during the execution and shall clear the site upon completion of the works

ARTICLE 32: IMPLEMENTATION OF STRUCTURES

32.1 The engineer shall within a maximum of fifteen (07) days following the date of notification of the service order to commence work, make himself available to the contractor for the setting out of the structures

Commencement of work: Before the commencement of work, the authorizing officer shall convene an enlarged site meeting with the following in attendance:

- The Project Owner(authorizing officer).....Chairman
- Contracting Authority ,.....Member
- Contract Engineer,.....Member
- The Divisional Delegate of MINMAP or his representative,.....Observer
- The Contract Manager;..... Member
- The Project ManagerSecretary
- The Contractor or his Representative..... (Member)

ARTICLE 33: SUB-CONTRACTING

This jobbing order may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial jobbing order amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said jobbing order.

ARTICLE 34: WORKS SITE JOURNAL (LOG BOOKS)

34.1 The worksite journal shall be systematically jointly signed by the Engineer and the Contractor's representative each site visit.

34.2 It is a joint document in a single copy. Its pages shall be numbered and initialled. No page should be removed. The erased or cancelled parts shall be mentioned on the margin for validation.

Article 35: Use of explosives (article 60 of the GAC)

Subject to restrictions or prohibitions possibly stipulated in the SAC, the contractor must take under his responsibility, all the necessary precautions so that the use of explosives is not dangerous to the personnel and third parties and does not cause damage to neighbouring property and structures as well as to the structure forming the subject of the contracting.

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CHAPTER IV: ACCEPTANCE

ARTICLE 36: PROVISIONAL ACCEPTANCE (article 67 of the GAC)

36.1 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.

- Contract Engineer,.....Member
- The Divisional Delegate of MINMAP or his representative,.....Observer
- The Project ManagerSecretary
- The Contractor or his Representative..... (Member)

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

36.2 Acceptance The contractor shall request the Authorizing officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the contract Engineer and call for the task by a letter of invitation

The acceptance commission shall comprise:

- The Project Owner(authorizing officer).....Chairman
- The contracting Authority.....Member
- Contracting Authority,.....Member
- Contract Engineer,.....Member
- The Divisional Delegate of MINMAP or his representative,.....Observer
- S/A Batibo Council;..... Member
- The Contract Manager;..... Member
- The Project ManagerSecretary
- The community Rep...;..... Member
- The Contractor or his Representative..... (Member)

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

of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

ARTICLE 37: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

37.1 The contractor shall furnish within **one (1) month** after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the maintenance of the works.

37.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 34.1 above.

ARTICLE 38: GUARANTEE TIME LIMITS

The guarantee period shall be **one (1) year** to run from the date of the provisional reception of the works.

ARTICLE 39: FINAL ACCEPTANCE

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

The procedure for final reception shall be the same as for provisional reception.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 40: TERMINATION OF THE CONTRACT (article 74 of the GAC)

The jobbing order may be terminated as provided for in Part III Paragraph 2 of Decree No. 2004/275 of 24 September 2004 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC especially in case of:

- Delay of more than fifteen (15) days in the execution of a Service Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10% of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non payment for services.

ARTICLE 41: FORCE MAJEURE (Unforeseen Circumstances)

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 42: 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 court in Momo Division of the Republic of Cameroon.

ARTICLE 43: DIFFERENCES AND DISPUTES

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the Batibo court of first instance of the North West Region, Republic of Cameroon.

ARTICLE 44: PRODUCTION AND DISSEMINATION OF THIS CONTRACT

The jobbing order shall be produced by the Contracting Authority and the contractor shall multiply it in Ten (10) copies at his expenses.

ARTICLE 45 AND LAST: ENTRY INTO FORCE OF THIS JOBBING ORDER

This jobbing order shall be regarded as finally concluded after its signature by the Mayor of Njikwa Council and it shall only come into force after it has been notified to the Contractor

DOCUMENT N°. 5
SPECIAL TECHNICAL CONDITIONS (STC)

SPECIAL TECHNICAL SPECIFICATIONS

This technical description of estimates is intended to define the content
***the Maintenance of Batibo (old park inter N6) –Bessi-Ashong road 14km in Batibo
Sub Division, Momo Division, North West Region.***

It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the contract.

CHAPTER I: GENERAL DISPOSITIONS

Article 1: OBJECT OF THIS DOCUMENT

This book of technical specification of works schedule is aimed at setting the rules and techniques of construction of infrastructures in the zone of intervention of the public works projects. It is simplified and indicates the procedure of work envisaged for road rehabilitation

Article 2: CONSISTENCE OF WORK

The complete project comprises the following lots:

- Installation
- Earth works
- Drainage
- Engineering structures
- Signalization
- Others

GENERAL TECHNICAL SPECIFICATIONS

A.1. TECHNIQUES OF REFERENCE DOCUMENTS

For the execution of the work, the contractor will be subject to the requirements and following basic technical documents:

- New technical rules of design and calculations of the works and constructions in reinforced concrete method of the limit states' (BAEL)-EDITION 91.
- French or similar standards approved in Cameroon.
- The rules of Cameroon for the construction and urban planning.
- The notebooks of the clauses and conditions imposed on the construction of public works and buildings in the Republic of Cameroon.
- Standards (AFNOR-CSTB) and technical documents unified (DTU)

A.4. MATERIALS CONSTITUTING THE CONCRETE

A.4.1 Aggregates.

All aggregate sites will be stored in compartments designed to this effect. Only aggregate authorized on the site are the following;

- 0/5 Crushed gravel
- Crushed gravel 5/15
- Crushed gravel 15/25
- Natural sand or crushing /5 (proportion of items retained on the sieve of 5mm must be less than 10%)

A.4.2. Gravel

They shall be obtained from a variety of quarries including river deposits, manual or machine crushed, chosen by the Contractor and approved by the Supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading will be 5 to 15mm and 15 to 25mm suited to various use. If deemed necessary, it shall be washed before use. Gravel particles of less 5mm retained in each of the above grades should not exceed 10% by weight.

Gravel shall be free from dirt, clay or any organic matter which should be less than 1.5% and if deemed necessary, it should be washed before use as indicated by the supervisor.

A.4.3. Sands

Sands will have the characteristics specified in the tables relating to the type-approval tests. Sands will be fine, granular and crunching on hand, not sticking. They will get rid of any part earthy or limestone, of various waste, debris and wood.

The nature and origin of sand remains a subject to the controller's approval. The sand component should be more than 75% and the very fine constituents eliminated by settling should be less than 5%. The sand should pass a standard sieve and must be of high quality and free from dirt, clay or any organic matter and if deemed necessary, it should be washed before use.

- For mortar mixes the recommended standard sieve size is 2 to 2.8mm
- For plaster mortar mixes the recommended standard sieve size is 2mm
- For mass concrete mixes the recommended standard sieve is 5mm
- For reinforced concrete mixes the recommended standard sieve is 5mm.

A.4.4. Cement.

The cement will be CPA 45 or 35CPJ artificial Portland cements 215.325 standard P.15.302. They will be delivered on site paper bagged six layers. Any wet cement or having been altered by the humidity will be dismissed and removed immediately from the site.

They shall be Ordinary Portland Cement, CPJ 35 manufactured only by CEMENCAM or any other national cement factory, obtained from an approved bulk cement supplier. The bulk supplier must have not kept the cement in stock for more than two weeks. The contractor shall not stock cement on the site for more than three months. The cement must be stacked on 10cm wooden surface in a well ventilated store that is dry and warm, free from moisture. The quality and state of cement shall be verified by the supervising engineer before use. The use of imported cement is strictly prohibited.

The contractor will inform the work of the constitution of its supplies.

Conflicting samples will be carried out on each batch and submitted at the expense of the contractor to the tests prescribed by the standard P.15.301 of the AFNOR in a certified laboratory.

Lots that do not possess characteristics required will have to be removed from the stock intended for work and evacuated from the site.

BaGTC must be in good condition at the time of their installation on the site and retained areas covered, perfectly dry and an area of isolated boards of ten centimeter ground (10cm) to a minimum.

A.4.5. Water.

The water used for construction purpose should be clean and free from any impurities which can affect the quality of the mixed materials. It should therefore be fit for drinking and the mix ratio should range between 0.4 and 0. by weight and context.

A.4.6. Steel

All frames or metal mesh implemented in concrete shall conform to the specifications of the 91 BAEL. The steel will have the characteristics of the standard French 35.001AFNOR. steels used on site will be the grade Fe E24 for mild steel and Fe E40 for high yield steels. The bars will be cut to the shear. Bending will be cold, either manually or mechanically and diameter or greater than 32mm, provided that it is made use of control device in avoiding overheating and following the opinion of the representative of the control.

Diameter of cores used for bending will be consistent with the BAEL 91 rules and the approval certificates. The provisions of anchorage will be normal elbows 45° to return of square or double anchor elbow. Used steels will be degreased and free of scale. Bars with defects detrimental to their mechanical resistance, such as delamination, crack or chapped skin, will not be accepted.

The reinforcements will be shaped to provide exactly the lengths and the forms provided by the drawings of the company.

Assembly of the frames must be on the workshop of the site, but in a form of beam after implementation of the cheeks ever.

Coverings of reinforcement to the shuttering walls will be 2.5cm for concrete in elevation. Coverings of reinforcement to the shuttering walls will be 4cm for foundation concrete. Coverings of reinforcement in

concrete forms will be obtained using precast concrete spacers or plastic spacers that dimension will be adapted to the result to get.

The concrete spacers include chevelus of attachment to the frame. Ligatures and mounting bars will be sufficient to avoid any distortion of assembly frame, both during the manipulation at the pouring of concrete.

In case of doubt on the quality of steels supplied on site, the employer or a representative of the contractor or, where applicable, the designated contractor may request, the responsibility of the company, to tests on samples taken on site. The tests will be carried out by an approved body.

For reinforcement of floor joists, all provisions will be taken to maintain the bars in the vicinity of support in a good position. Employment in sufficient number of cross-sectional distributions will prevent this possible effect. Recoveries shall conform to the requirements of the 91 BAEL.

Reinforcement with no-adherent rust traces will be vigorously brushed before implementation in concrete forms. Shaped or not reinforcement will be stored on some planks and not on the ground.

The reinforcements will be supplied in minimum length of 12metres. The reinforcement iron rods to be used will be mild or high yield steel. No use of recycled and rusted reinforcement rods is permissible.

A.4.6. wood

Wood for formwork: type white wood or equivalent

Wood for scaffold: type hard wood, moabi, mouvingui, frake or equivalent.

A.5. THE CONCRETE.

A.5.1 Quality of Concrete.

Fifteen (15) days later after the opening of the construction site, and before any execution, the contractor shall submit to the National Laboratory "LABOGENIE" Civil Engineering or any other laboratory authorized by the control for approval, a composition of all concrete and mortars to be implemented, taking account of the materials delivered to the site.

All concrete used in the foundations (lean concrete, mass concrete, stressed and pre-stressed....) will be executed with the CPJ 35 cement. The composition of concrete implementation will be defined by an analysis of composition of FAURY, VALLETTA, DE DREUX of BOLOMAY methods, carried out by the National Laboratory of Civil Engineering. The contractor shall bear the costs of new composition in laboratory studies. All concrete for reinforced concrete must meet the conditions of required resistance. The requirements are the following.

- Characteristic of 28 days compressive strength; 20 bars
- Resistance to traction at 28 days; 22 bars.

In case these values are not obtained, the company will produce a supporting calculation note of security works concerned in accordance with the rules BAEL. 91. Otherwise, it will request the demolition of the concerned works or their strengthening.

A.5.2 Manufacture of concrete and mortar.

The manufacture of concrete will be conducted by a central concrete to weight determination. Whatever the manufacturing process used, the products obtained shall be homogeneous and perfectly coated aggregates of binders. The duration of mixing to be sufficient to achieve the result intended; once this is achieved, the mixing should not be extended.

The contractor will have any, realize a liquid concrete, given the decrease in resistance caused by excess water. The implementation of dry concrete will be facilitated by the compulsory use of the vibrator.

A sample of concrete taken directly in a waste will have to form a regular ball after quick reciprocating in the palm of the hand and detach easily from the latter without dirt. Testing the cone may be imposed. The water/cement ratio will be determined by the moisture of aggregates.

Concrete:

Concrete works shall be of 4 types:

- i. Lean concrete for foundation works where indicated shall be PC 150kg/m³ and 75mm thick.
- ii. Mass concrete for floor works; All concrete in floor construction shall be 80mm/150mm thick and dosage of PC300kg/m³

iii. Reinforced concrete for works above ground level and not submerged for beams, slabs, lintel, columns and pillar works shall be PC350kg/m³ with thickness as shown on the construction drawings.

iv. Reinforced concrete for underground and submerged structure works including; beams, slabs and pillar works: All reinforced concrete work dosage in these locations shall be PC400kg/m³

Underground concrete works shall be mixed with waterproof additives (Super Zaikalite-1kg powder imported) in recommended manufacturer's dosage.

Mortar:

Mortar shall be a mixture of 250 (two hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M250 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 300 (three hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used. (Use mortar mixes for various structural components works as specified in project consulting documents available in the procurement unit of PNDP).

A.5.3. Implementation of concrete.

Concrete will be implemented as their manufacture; storage in containers requiring an addition of water at the time of employment is strictly prohibited concrete will be always carefully vibrated by cylindrical needles.

Reinforcement nodes will be willing to allow a good implementation of the concrete on the height of the considered work. The company will take all provisions to ensure an altimeter and a correct fixation of the steel to avoid their displacement during casting. Similarly, it will add all bar mounts and ligatures for correct maintenance of the works (sheaths, tubes, pipes, boxes, cleats, pre-frames. etc) taken by itself or other bodies of state in concrete forms.

The implementation of concrete will be made to the right of the beams and the sails. Before casting of a recovery, the former concrete will be carefully disposed of all gravât the jet of air compressed, transplanted to overhang or project outboard gravels and eliminate milt, then washed if necessary, resumption of concrete additives used according to the sheet fact of the product. No r resumption of concrete will be made in the visible parts of the works.

Stripping of the works will be carried out when the concrete will have acquired sufficient strength.

A.5.4. Test of Convenience.

It will be executed on the site before the start of the work, a concrete witness to each "workshop" of concrete. Workshop of concrete, consider a set determined position fixed or movable one site to another and which is served by a determined team fixtures. The minimum number of tubes subjected to test is 9.

The actual manufacture of concrete for the construction can start, after agreement of the control, if the nominal resistance to traction and compression to 7 days, are at least equal to 75/100 minimum resistance required in 28 days. The typical 28 day compressive resistance must be at least equal to 270 bars. Otherwise should immediately repeat the test with a new composition.

A.5.5. Tests of concrete during work, test tube,

They are defined in article "Test of receipt of materials".

B.5.6. Failure to implement, surface condition.

For no-admissible by the Contracting Authority considered on concrete surface conditions, the contractor will have to run to exclusive costs a full patching of the corresponding works with a coating synthetic resin of the type SIKALATEX or equivalent. Implementation and measurements of this coating must conform to the manufacturer's technical background.

NB: (Concrete mixes for various structural component works as specified can be consulted from the Request for Financing Document at PNDP Procurement Unit upon award of contract).

A.6. FORMWORK

A.6.1 General.

It should be noted that these specifications complete the construction plans and the construction plans complete the specifications. The Supervisor shall give modifications to plans provided or technical specifications in writing. For this purpose, a numbered page book shall be on site in which the instructions are written. Both the contractor and the Supervisor shall initial the book pages. Therefore, the contractor must execute the works in conjunction with the three documents. The contractor shall take note of any omissions or discrepancies that may exist in the three documents and call the attention of the Supervisor who is at his disposal for necessary information and inquiries. Any works carried out in negation of these instructions or provisions shall be demolished at the expense of the contractor.

A.1.2. Security.

The contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that work is underway and he shall be responsible for any accident that occurs on the works site and/or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence of the works site. Organization of work and security on the works site shall be the responsibility of the contractor.

A.1.3. Traffic

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

A.1.4. Site clearance.

The building site shall be cleared of grass, vegetable soil and tree stumps to prepare it for construction. Roots of trees shall be completely removed and any vegetable matter before backfilling of the foundation. The vegetable soil of 15cm should be completely cleared and piled aside before bringing back for landscaping and implementation of environmental aspects at the end of construction works.

A.1.5. Nomenclature of work (setting out of works)

The contractor shall be responsible for the setting out of the constructions works, respecting environmental and water supply norms related to positioning and distances of stand taps stipulated in the distribution network plan. He shall ensure accuracy in the positioning of the structures on the site. It shall be checked and approved by the supervisor before any excavation work can begin.

A.1.7. IMPLEMENTATION OF STRUCTURE

Implementation of buildings will be provided by the company, and approved by the controller before any commencement of work. Errors of elevations that implementation operations might reveal must be immediately reported to the employer to make the necessary changes to the smooth running of the site.

A.1.8. MODIFICATION OF WORK.

The contractor shall be deemed having sufficient knowledge of the conditions and context of the project and suggestions for the work.

However, in cases where changes in the nature of earthworks prove necessary in work, either by the nature of the altitude of the land, or by the presence of obstacles, such as pipelines, remains, etc. The Contracting Authority will define the impact on the schedule and the settlement of expenditure result from these changes. The contractor shall continue the work with the agreement of the Contracting Authority.

A.1.9. USE OF EXPLOSIVES

The use of explosives is strictly prohibited.

A.1.10. IMPLANTATION

The bottom of the trenches must attain good sub-soil. Foundations should rest on the bedrock. If in the performance of excavations, there is water or the water seepage, the company will take any provision for the support of excavations and bailout the water entering these works.

If the trenches are invaded by water of any kind whatsoever, the company must achieve the exhaustion, which will remain in his expense, and all the costs associated with the losses, both day and night, that will be needed for a good performance of the work.

The soil to be used for backfilling would be the assessment of the controller and for other jobs in the work will be the contractor, brought to landfills from any place without special compensation regardless of the distance.

It may be ordered application of backfilling in the right-of-way of the site without that there is place for special compensation. Embankments around the excavations will be carried out with materials from excavations on the condition that it be approved by the control. The backfilling around the works will be performed by successive layers of maximum 20cm thick, pounded, sprayed and compacted. In case a contribution of land would be necessary, he will have to achieve healthy places and in all cases of sites approved by the controller. It is prohibited to obtain soil-material from recent masonry work, to do these backfilling executed by hand to load the walls evenly and avoid all constraints that could result from a poorly distributed load.

B-TECHNICAL CONDITIONS FOR EXECUTION

- 1) **STRUCTURE AND EXECUTION PLANS:** It is the duty of the project owner to provide all the structure and the execution plans to the contractor.
- 2) **PRILIMINARY WORKS:** The contractor shall obtain authorisations necessary for the realisation of works from the competent authorities. He shall also make contact with water and electricity authorities in case their lines shall be tampered with.
- INSTALLATION OF WORKSITE:** The contractor shall furnish the owner of the job within the shortest possible time with an installation plan showing clearly how he intends to run the site.
- 4) **PROTECTION OF STRUCTURES AND MATERIALS:** 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 insurance cover for theft and fire.
- 5) **PRECAUTION AGAINST ACCIDENTS:** The contractor shall take all preventive measures against accidents. The owner of the job reserves the right to intervene in case of emergency without necessary interfering with the responsibility of the contractor.
- 6) **VERIFICATION OF DIMENSIONS:** 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 Control Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Control Engineer of all 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 job shall have the right to the final choice in any modification.
- 7) **ERRORS AND OMISSIONS IN THE DOCUMENTS:** The descriptions complete or confirm the indications on plans. In the case of contradictions between the plans and the description contact the Control Engineer for examination

C-WORKS

- **Studies:** After this feasibility studies by the consultant, the contractor has to carry out his/her own studies using the plans, specifications, bill of quantities, visit the site to have a mastery of the project before he/she can prepare a bid for the project. In case of an omission or an error his should indicate to the authorities concerned.
- **Execution documents:** The following documents will be needed for the proper execution of works:
 - ✓ Tender document
 - ✓ A registered contract/jobbing order
 - ✓ Service order to start work
 - ✓ The working plans
 - ✓ Work execution program
 - ✓ Site log book/minutes book
 - ✓ As-built plan (at the end of works)

➤ **Mobilisation, site installation and implantation project**

The installation of the working site will be at the expenses of the executing enterprise. It will include:

- The construction or renting of a base where the equipment of the contractor shall be kept.
- The construction of a provisional fence round the base;
- Provisional water connections, electricity and telephone
- The cleaning and the guarding of the project site
- Providing and installation of 02 project sign boards very visible and displayed on positions indicated by the project manager. These site signboards shall be according to the model provided in the annexes.
- Necessary measures for the respect of legal/lawful provisions relating to hygiene and safety on site. (Installation of a latrine, provision of drinkable water, provision of a first aid box equipped with products such as: aspirin, nivaquine, adhesive plaster, bétadine, bands, compress, alcohol...);
- Provisional access roads to the project site;
- A storeroom on site;
- A site office, where the site book, the building plans will be available permanently throughout all realization of works;
- An office or room of at least of 8 m² equipped with a table office and two chairs reserved with the Project superintendent;
- A meetings room for the building site which can receive at least 5 people equipped with a table, two benches of 1.5 m, a display board for plans and planning placed permanently.

Receptacles to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and waste to be deposited in a vat for recovery or a dump (pit). This pit must be located at least 150m installations and in the event of presence of river with at least 150m. At the end of work, the pit is to be filled with ground up to the level of the original ground.

1 Preparatory works

1/1 Bush clearing

The site shall be cleared of all grass to a height of not more than 5cm.

1/2 Debris/Cleaning of water run way.

The section to receive the structure and its surroundings shall be cleaned and free from all debris, mud, excess soil and others for easy flow of water through the bridge.

1/3 Installation of the work site.

The installation of the site shall be done on a section agreed between the contractor and the Control Engineer together with the areas for stockpiling materials. The site shall be fenced with local materials and signboard mounted by the contractor. Access to the site shall be prohibited to the public. The contractor shall be responsible for the total security of the site.

1/4 Implantation

The contractor shall indicate the implantation of the structure according to the plans. This implantation shall be done in accordance with the Control Engineer. The contractor shall be responsible for errors of levels and alignments that were not signalled earlier.

1/5 Excavation

All trenches for foundation footings shall be excavated according to the plans. The foundation trenches shall be sunk to the good soil as indicated by soil studies and agreed by the Control Engineer. The trenches shall be shaped accordingly.

1/6 Backfilling

All backfilling, where necessary shall be done with well-drained lateritic soil and compacted in layers of 20 cm successively.

2/ Foundation

2/1 Blinding Concrete

A blinding concrete of 5 cm thick and a concrete mix of 150 kg of cement (CPA 325) per m³ shall be cast at the base of the hardcore.

2/3 Reinforced Concrete foundation footings

- The foundation footings shall be cast with R.C. of 350 kg of cement (CPA325) per m³.
- Realization of the iron works, form work and concreting of footings for the abutments and wing walls batched at 350 kg/m³

Formwork:

Material for formwork shall be wood. This shall be cut, shaped and assembled on site to the required forms and sizes. Simple conventional wooden formwork shall be used in the construction of the various concrete structural elements (footings, slabs, beams, etc.). These shall be fabricated *in-situ* and, lifted into position.

3/Abutments

- Building of stone masonry abutments which shall be built with shaped stones and cement mortar dosed at 400kg/m³
- Provision of weep holes

4/Decking of the bridge

The bridge shall be decked with the following

- The bridge beams with reinforced concrete .
- Reinforced concrete deck dosed at 400 kg/m³
- Provision of drainage holes to drain off water
- Shaping of the bridge deck so the easy evacuation of water

AND

Concreting of culvert

The culvert shall be concreted with the following

- The reinforcement cage of double nap.
- Reinforced concrete dosed at 400 kg/m³
- Provision of drainage holes to drain off water
- Shaping of the deck so the easy evacuation of water

5/Others

- Mixed handrails of reinforced concrete and 50mm metallic poles built according to the laid down norms and painted.
- Reinforced concrete deck dosed at 400 kg/m³
- Provision of drainage holes to drain off water
- Shaping of the bridge deck so the easy evacuation of water

6/Finishes and protection of embankments

6/1 Pointing

Shall be applied to joints of all external stone masonry walls that are visible to be aesthetic including the wing walls. Mortar shall be used for pointing, to give good cement finish.

6/2 Planting of grass/trees

Grass shall be planted along the embankment/channel for protection.

7/ Maintenance for the project

After the provisional acceptance of works the contractor is still responsible for the maintenance of the structure for a minimum of 12 months from the date of provisional acceptance. This maintenance includes repairing cracks on the structure, functioning of the weep holes, replacement of demage signs and hand rails, repainting of repaired portions.

After the final acceptance of works of the contractor, the maintenance of the structure is now the responsibility of the project management committee by making sure the structure is at all times ready for use.

8/ Filling From Borrow Pit:

These works shall comprise of:

the Provision of selected material (laterite) from an approved borrow pit;

Spreading of the material on the road surface with the use of trucks and graders;

Watering of the road surface containing the material and

Compaction of the material with a cylinder compactor upto obtaining a compaction of 95%OPM and a thickness of 20cm.

The approval of the material and the borrow pit shall be done at least two (02) weeks before the start of this activity. At the end of this activity, the road surface should be moulded with a slope of 3% and shall present a convex (curved outwards) shape to avoid water stagnation and enable drainage of the water into the road side gutters for onward freeflow evacuation.

HEALTH AND SAFETY AT WORK

A first aid team will handle injuries sustained by workers during work while critical cases will be taken to any nearby hospital. To avoid accidents on the project site, we shall ensure that all our workers and visitors on site are in position of helmets, safety boots and jackets. During weekly site meetings, safety topics will be introduced to all the workers on site. The Population and our workers will be sensitized against the AIDS pandemic and other sexually transmitted diseases. Prevention shall be our watchword.

SITE SECURITY

A direction board displaying site installation element, circulation trend, display of position housing material deposit, offices and other facilities will feature at the construction site. Access roads easing internal circulation within the base and working areas will be constructed in proximity of services, operating positions of warehouses, fabrication posts, offices, recreational areas and material stockage areas to assure internal security of personnel's. Temporal structures of wood will be put up to house offices, workstations, warehouses, dressing rooms conference room for site meetings and fabrication post. A temporal wooden fence will be put in place around the base boundary location. Concreting materials such as sand, gravel, cement, concrete mixer and rod bending production post will be positioned in function of task operation. Environmental conservation, security measures and life protection will constitute our watchword fixed at all offices, production post and open areas.

ROAD: GENERAL

The special technical conditions describe the state of the arts practice as recognized and applied in the Ministry of Public Works of the Republic of Cameroon, the State's Engineer.

As such any major stage of the structure must receive a written acceptance by the competent representative of the ministry of public works.

Indicatively but not exclusively the following guidelines must be adhered to.

The tasks to be executed are the following:

- Grass clearing
- Deforestation
- Rocky excavation
- Fill from pit
- Purges
- Construction of the platform
- Grading compaction
- Creation of gutters and offshoots
- Wearing course
- Metallic culvert D800mm
- Culvert head
- Culvert collector

Works description

Grass clearing

This consists in the cutting of all small vegetation and shrubs in a band of 4m (measured horizontally) from the external edges of the side gutters or in the absence of gutters this distance is measured from road edges. The height of the vegetation after cutting should be between five (05) and ten (10) centimetres

Deforestation

This consists in cutting and uprooting small trees found four meters from the external borders of the gutters on both sides of the road and whose trunk diameter measured one meter from ground level is at least 10 cm and not more than 50 cm. Where needed the holes left after the uprooting must be covered with ordinary soil.

Rocky Excavation

This consist in the digging, carrying and dumping on a site approved by the project manager soil material containing big rocks of at least 10cm diameter.

This task must be executed mechanical (use of Bulldozers, excavators, front head loaders etc.)

Fill from Pit

This is fill executed on areas with no specific problem

Before any fill the in situ soil must be compacted to obtain at least 85% optimum proctor.

The material to be used as fill must be free or organic and vegetal matter.

They must at least have the following characteristics:

- Maximun grain size $D_{max} = 40\text{mm}$
- Plastic Index $IP < 35$
- Percentage of fine $f < 30$
- CBR > 15

every 1000 m³ of ordinary fill the following reception test must be carried out:

- 2 Atterberg limites,
- 2 Granulometric analysis,
- 2 Modified Proctor Tests
- CBR.

Once the required thickness of fill is reached, the surface will be graded to obtain the necessary inclination for lateral drainage. The excess material created hence will be evacuated and deposited on a site validated by the project manager.

Material used as fill are put in place in horizontal layers and the thickness of each layer is computed as a function of the means of compaction. This thickness is determined in function of the type of soil.

However, this thickness cannot be greater than 30cm.

The means of compaction that the contractor intends to use must be adapted to the different natures of earth found during earth movements. Works can only begin once the contractor must have brought on the site all the necessary equipment for the execution of task at hand

A new layer can only be executed after the preceding layer has been accepted by the project manager after verification of the compactness. This compactness should be at least greater than the agreed minimum from laboratory testing.

The optimum water content for compaction termed OPM is computed in the lab and the in situ material should be brought to the required OPM water content ($\pm 2\%$) by watering or by drying by scarification

The fill is methodically compacted till obtaining 95% OPM at 30cm beneath the surface.

The verification of the compactness is done using a membrane densitometer for each layer of fill. A measure should be done every 1000m².

Drill tests will be realised to determine the number of passages by the compactor to obtain the required compactness.

Purges

This task consists in the replacement of poor-quality material by chosen material from a borrow pit. The poor material is excavated and carried to an appropriate site validated by the project manager and in the same conditions as for the task excavation.

The substitution materials is put in place in the same conditions as for fill from pit.

Construction of the platform

This task consists in the scarification of the surface to a depth of at least 10cm and eventually up till the bottom of gullies.

After scarification the surface is graded, watered and compacted till obtaining the proper drainage profile

The equipment used for this task must be approved by the project manager

The compaction will be function of the type of material. The required number of passages for proper compaction will be determined by drill tests on homogenous areas.

The in-situ density will be measured every 200m and compared to the reference proctor density which will be determined from test samples collected every 5km or at every notable change on the nature of the soil.

The compactness will be deemed satisfactory if it reaches 95% of the Modified Proctor density

The transversal grade will be controlled either with a water level, a template form or a level
 The profile of the platform after construction should not deviate from the template form by more than 2cm
 This task includes the creation of gutters and offshoots.
 This task must be executed before putting in place of a wearing course.

Grading compaction

This task is executed on platforms which are still stable but whose surface present some deformations.
 It does not include the creation of gutters and offshoots
 This task consists in the elimination of free and non-cohesive materials.
 The scarification of the surface to a depth between 10cm and 20cm and eventually up till the bottom of gullies.
 After scarification the surface is watered, mixed, graded, and compacted till obtaining the proper drainage profile
 The obtained profile is first compacted with a vibrating roller compactor (at least an equipment of Class V2 minimum) for the initial passes and then with a heavy tire compactor (class P2 equipment minimum).
 The use of mouton compactor is forbidden for this task. Small surfaces which cannot be compacted with the above methods can be compacted using small vibrating cylinders or manual vibrating plates
 The equipment used for this task must be approved by the project manager
 The compaction will be function of the type of material. The required number of passages for proper compaction will be determined by drill tests on homogenous areas (class PQ2 equipment minimum).
 The in-situ density will be measured every 200m and compared to the reference proctor density which will be determined from test samples collected every 5km or at every notable change on the nature of the soil.
 The compactness will be deemed satisfactory if it reaches 95% of the Modified Proctor density
 The transversal grade will be controlled either with a water level, a template form or a level
 The profile of the platform after construction should not deviate from the template form by more than 2cm

Creation of gutters and offshoots

the location of lateral gutters will be determined by hydraulic studies done by the contractor under the supervision of the project manager and in function of the available financial resources.
 The gutters must be constructed in such a manner to guarantee gravity flow of water.
 The lateral gutters will be executed by mechanical means (grader) a must have a minimum depth of 60cm. its geometry must conform to the specifications and instructions given by the project manager.
 The lateral gutters must be aligned with the road profile and free of any obstacle or debris. Its gradient must be sufficient of avoid stagnation of runoff water.
 The contractor will maintain the shape and profile of the lateral gutters during the works and up to the provisional acceptance.
 The excess fill resulting from the creation of gutters will be spread or disposed of in such a manner as not to disturb neither the visibility, drainage or neighbouring farms. Whatever the case may be the spots for disposal of such excess must be validated by the project manager.

Wearing course

The task is executed after the task: construction of the platform
 The characteristics of the material to be used as wearing course are as follows:

- | | |
|--------------------------|----------------------|
| • Maximum size of grains | D max = 31,5 mm |
| • Plastic Index | IP < 25 |
| • % passing thru 10mm | 65 à 100 |
| • % passing thru 5mm | 45 à 85 |
| • passing thru 2mm | 30 à 38 |
| • % of fines | f < 30 |
| • Max dry density | γd max > 1,8 tonnes. |
| • CBR | >30 |

Every 1000m³ of wearing course, the following test must be done :

- 2 Atterberg limits,
- 2 granulometric analysis,

- 2 Modified proctor test
- 1 CBR test.

All materials which have fail the test must be immediately evacuated from the project site.

The wearing course will be placed on a mean road wideness of 6m and must conform to the prescribes shape profile for the given section and will have a thickness of 15cm measure after compacting. During the execution, the material used must be brought to the Optimum Modified Proctor water content ($\pm 2\%$). That is by watering of the material is too dry or scarifying and spreading if the material is too wet. The compaction of the wearing course will be deemed satisfactory if the density measured in-situ gives a value at least equal to 95% of the Modified Proctor Density for at least 90% of the tested samples. Drill tests will be carried out to determine the required number of passes with a roller compactor to obtain these results.

One density measurement will be done every 200m with a membrane densitometer.

The thickness of the wearing course will be measured every 500m. no thickness smaller than the required standard will be tolerated.

All the necessary tests are done at the expense of the contractor. The contractor could use her own equipment or contract the services of an authorized laboratory.

In cases where, for a given road section, 20% of the results fail the test then the works must be redone.

In cases where, for a given section, the measured wearing course thickness is less than 15cm, then the surface must be re-scarified, additional material brought in and compacted up till the required compactness

Metallic culvert D800mm

Foundation and coupling of the metallic culverts

In areas with compressible subsoil, and to avoid later settlement of the culvert, the latter must be realised after purging and substitution of the in-situ soil as instructed by the project manager.

Notwithstanding the above, the contractor will be fully responsible of any deformation of the culvert due to later settlement or any other cause.

Where possible, the contractor will choose periods of low debits and he will execute at his own cost all necessary works (Bypass, provisional structures) to maintain flow during the putting in place of the metallic culvert.

In situations where the in-situ soil has good bearing capacities, the contractor may choose between coupling the culvert before or after settlement'

Before the start of works, the contractor must do all necessary survey to facilitates the proper setting out of the culvert.

The placement of the metallic culvert will be preceded by foundation works to enable a good sitting of the structure particularly in rocky areas where suitable cushioning material of at least 20cm must be interposed between the rock surface and the metallic culvert. This cushioning layer will be protected against erosion by water flow.

The contractor is expected to do all mechanised excavation in function with the dimension of the metallic culvert and its technical block.

Any complementary fill or material necessary for the proper functioning of the culvert must be taken into account by the contract and will not give rise to any additional payment

The bottom of the excavation must be received by the project manager before putting in place of the metallic culvert.

Where necessary, a 20cm thick foundation bed will be put in place before placing the culvert. This foundation bed will be three times the diameter of the culvert in width and will be compacted to 95%OPM

The culvert elements will be assembled following the prescriptions of the supplier.

Cutting of elements will not tolerated

After assembling of the culvert elements, the contractor is required in the presence of the project manager to verify the bolts with a dynamometric spanner.

The project manager will choose randomly the bolts to be tested. At least 2% of the total number of bolts must be verified.

Setting-out tolerances

The tolerances for the setting out of the culvert is as follows:

- 5cm for level
- 10cm for plan

Furthermore, the offset between neighbouring elements should not be more than 10mm

Fill for the culvert

The metallic culvert is constructed in a technical block of trapezoidal cross section with the lower base being 5D wide and the upper base 3D wide

If the culvert is in a trench, then the technical block should be rectangular with a width of (D+2) m to allow the passage of the compactor.

The block is constructed in consecutive 15cm thick layers

The access fill to the culvert must be symmetrical and the height from the peak of the culvert should be at least equal to $\text{Max} [50\text{cm}, D/2]$

The contractor must take all necessary measure to ensure proper drainage (small transverse and longitudinal grades)

The compactness of the fill should be at least 95% of OPM

In case of double or multiple battery of culverts. Fill must start only after all the culvert must have been assembled. This operation will be carried out in such a manner as to avoid separation of the group.

Entrance and outlet of the culverts

The entrance and outlets of the culvert must be properly open such as to allow smooth and continuous flow of water.

Whatever be the case, the outlet must be linked to an offshoot to permit complete emptying of the culvert.

Protective coat on the metallic culvert

Care must be taken to put the protective coating on both the culvert elements and the assembling bolts.

The procedure for the application of protective coats must take into account the following guidelines:

- The type and quality of the preparation of the surface before application;
- The time between the preparation of the surface and the application of the protective coats;
- The preparation of the protective substance and in particular for two component mixtures where respect in the ratio of each component must be strict;
- The mode of application
- The conditions of application (temperature, climatic)
- The drying time

The protective coats must be applied on both internal and external surfaces of the culvert.

The protective coat must be applied only on well prepared surfaces as such, the validation from the project manager is required before application.

If the project manager observes faulty sections after application, he can instruct the contractor to apply an additional coat or scrap out the faulty section and redo the application to re-establish the protection system.

Culvert Heads and Collectors

These are constructed at the entrance and outlets of the culverts.

They will be constructed in stone masonry in accordance to specification of the tender and the instructions of the project manager.

The stones used for the construction must be validated by the project manager. They may be rough or from a stone cutter. They are chipped from non-altered massive rocks and must be free of any weakness or vegetal matter. Their Los Angeles Coefficient should be less than 30

Their minimum dimension should be 10cm thick and 20cm long for the construction of 30cm thick walls

The faces of the wall must be done with properly cut stones such that no horn or hole of more than 3cm from the plane of the structure

The assembly between the stones will be realised with M400 grade mortar

Traffic signs

All the elements constituting the vertical signage will be stainless by their nature.

The supports will be in TR 80 X 40 galvanized steel tube with flanges.

Panel size (mm).

Triangle Square Circle

(Side) (Diameter) (Side)

Horizontal signaling

The marks will be white. The products must be reflectorized and approved in their country of origin. The homologation sheets will be subject to the approval of the Project Manager. The products will come from factories or suppliers approved by the Project Manager and must have satisfactory qualities.

Work List after execution

At the end of the work, the Contractor must produce a complete work list which he will give in three (03) copies to the Project Manager, at most one month after provisional acceptance. The Work list will show all the work carried out by the Contractor, as well as their location. The final statement will only be paid after the delivery of this Work list.

CHAPTER II: PROTECTION OF THE ENVIRONMENT**SITE FACILITIES**

The Contractor will propose to the Project Manager before the start of the works the location of his site installations and will request by verbal note (authentic site report) his installation authorization.

The site must be chosen outside of sensitive areas, in order to limit brush clearing, uprooting of shrubs, cutting down of trees. In the site installation area, the pruning and felling of trees whose diameter measured at 1m from the ground is greater than 20 cm will be carried out after prior agreement of the Delegated Project Manager.

The site must provide adequate drainage of water over its entire surface. The machine maintenance and washing areas must be concreted and provide a sump for the recovery of oils and greases. These maintenance areas should have a slope towards a sump made for the occasion and towards the interior of the platform in order to prevent the flow of polluting products to uncoated floors.

At the end of the work, the contractor will carry out all the work necessary to restore the premises. The contractor must fold all his equipment, machines and materials. He must demolish any fixed installation, such as a foundation, concrete or metallic support, etc. demolish the concrete areas, decontaminate the soil if this has been the case, or generally restore the site to its condition as close as possible to its initial state. He may not abandon any equipment or materials on the site or in the surroundings. For the storage of demolition materials, the Contractor must obtain approval from the site of the Project Manager. The materials are to be covered with a layer of soil, and the site must receive adequate drainage in order to avoid any erosion.

After the equipment has been withdrawn, a report drawn up under the responsibility of the control mission will confirm that the site has been restored. It must be drawn up and attached to the P.V. upon receipt of the work. The payment of the equipment withdrawal package can only be remunerated at the sight of this P.V. noting the restoration of the site including the quarries exploited.

OPENING OF A TEMPORARY BORROW PITS

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

- Law 76/14 of July 8 modified and supplemented by that n ° 90/021 of August 10, 1990
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989
- Decree 90/1477 of November 9, 1990

He will bear all related costs, including operating taxes and any compensation costs to the owner. In case of need for new borrow sites, the contractor must obligatorily request the prior agreement of the Delegated Project Manager (verbal note recorded in the compulsory site report). The following criteria must be met:

- distance from the site at least 30 m from the road,
- distance from the site at least 1 00 m from a watercourse or a body of water,
- distance from the site at least 1 00 m from the dwellings,
- surface to be discovered limited to the strict minimum
- quality trees (at the discretion of the Delegated Project Manager) preserved and protected.

The deposit areas must be chosen so as not to impede the normal flow of water and must be protected against erosion. The Contractor must also obtain the approval of the Delegated Project Manager for the depot areas (mandatory verbal note recorded in the site report).

If the proposed sites, the operating method and the planned developments do not comply with environmental directives, the Project Manager may not give his approval and the contractor must propose other sites, either modify the method 'operation, or propose the arrangements in accordance with the directives, without the contractor being able to claim any compensation.

The Contractor will bear all the operating costs of the borrow places and in particular the opening and development of access tracks, brush clearing and deforestation, removal of topsoil or undesirable materials and their implementation deposit outside the limits of the loan, as well as the prescribed environmental protection work.

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

- the leveling of discovered materials and then the adjustment of topsoil to facilitate percolation of water, sodding and planting if prescribed,
- the restoration of previous natural flows and the creation of guard ditches,
- the removal of the dilapidated aspect of the site by distributing and concealing the large boulders,

After the restoration in accordance with the prescriptions, a report will be drawn up and the last count can only be settled in the sight of the PV observing the respect of the directives of the restoration.

USE OF A PERMANENT CLASSIFIED CAREER

The Contractor must request the authorizations provided for by the texts and regulations in force and will bear all related costs, including operating taxes and any compensation costs to the owners.

The Contractor will watch during the execution of the works

- the preservation and protection of trees during stacking of materials,
- the drainage works necessary to protect the materials deposited,
- the conservation of the plantations delimiting the quarry,
- maintenance of access and service roads.

CONTROL OF VEGETATION ON THE RIGHT, PRUNING AND FELLING OF TREES

All plant waste will be carefully removed from shoulders, ditches or structures evacuated to designated areas in an appropriate location away from any habitation. Burning cut waste on site is strictly prohibited.

If the burning of waste is authorized in places approved by the Delegated Project Manager, the contractor must have a 10,000-liter tank and a sprinkler pump to compensate for the possibility of fire spreading to the villages, dwellings, vegetation or cultivation areas around the site.

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

- trees located in the right-of-way to be cleared whose diameter measured at one meter from the ground is greater than 20 cm: in the event that the stumpage of the trees cannot be carried out (reconstitution of stumpage holes with compulsory earth), the trees will be cut close to the ground (between 5 and 10 cm).
- trees overlooking the surrounding area and threatening to fall on the road and block traffic after a tornado. All branches overhanging the platform will be cut after agreement of the Project Manager along a vertical line passing through the brush cutting limit.

LOADING AND TRANSPORT OF SUPPLY MATERIALS AND MATERIAL

For any transport of materials and equipment, whatever they are, the entrepreneur must comply with the regulations in force, concerning the restrictions imposed on the weights and sizes of the machines and convoys using the public network and in particular:

- the maximum axle load whether single or tandem,
- vehicle dimensions,
- exceptional convoys larger than the norms must be the subject of a prior special request,
- environmental protection measures (loss of materials during transport, dust),
- The Contractor must take all the necessary measures to limit the speed of vehicles on the site: installation of traffic signs and bearers of flags,
- regularly moisten the traffic lanes in inhabited areas,

- plan for detours via existing tracks and roads.

The Contractor must put in place adequate mobile signage.

SANCTIONS AND PENALTIES

The Contractor is reminded that article 79 of the framework law NI 96/12 of August 5, 1996 provides for a fine of two million (2,000,000) to five million (5,000,000) CFA francs and a penalty of " imprisonment from six (6) months to one (1) year or one of these two penalties only, for any person who has prevented the completion of the checks and analyzes provided for by said law and / or by its texts application.

Article 83 of the framework law NI 96/12 of August 5, 1996 provides for a fine of five hundred thousand (500,000) to two million (2,000,000) CFA francs and a prison term of six (6) months to one (1) year or one of these two sentences only, for anyone who operates an installation or uses an object furniture in violation of the provisions of said law. In the event of recidivism, the maximum amount of the penalties is doubled. Article 88 of the same framework law provides that a company violating or having contravened the law during road maintenance works will be excluded for the period of one year from the right to tender. Any violation of the prescriptions duly notified in writing (Service Order) to the company by the Project Manager will also be recorded in the site notebook. This may serve as a contractual document in the event of disputes in the application of any sanctions. The resumption of work or additional work arising from non-compliance with the clauses remains fully the responsibility of the contractor.

CHAPTER FOUR: MECHANISMS FOR THE PROTECTION OF THE ENVIRONMENT

The contractor will propose to the control engineer, before the beginning of works, the place of his yard facilities and will request his authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the structure and general circulation.

The site must foresee an adequate drainage of waters on the whole surface.

At the end the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, slab, support made of wood or metallic, etc.. in order to put back the site in its nearest initial state. No equipment nor materials should be abandoned on the site, nor in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.

➤ MAINTENANCE OF CIRCULATION

In the working areas where any deviation is not possible, work will be carried out in half-roadway in order to maintain circulation.

Thus, at least two traffic signs would be set up on both sides working area.

The principle of the flags would be used to have a circulation alternated on the free half-roadway. The council shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till acceptance of works. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the council.

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

NB: Errors or omissions resulting from the exploitation of the constituent documents of the contract shall be taken into consideration.

DOCUMENT N°. 6
SCHEDULE OF UNIT PRICES

UNIT PRICE SCHEDULED FOR THE MAINTENANCE OF BATIBO (OLD PARK INTER N6) - BESSI - ASHONG ROAD IN MOMO DIVISION NORTH WEST REGION.

N°	ROAD SECTION	LENGTH							DIVISION
1	BATIBO (OLD PARK INTER N6) - BESSI - ASHONG ROAD	16km							MOMO
			UP IN FIGURES			UP IN WORDS			
N°	DESIGNATION	UNIT	Phase 1	Phase 2	Phase 1	Phase 2			
PRI									
X									
SER									
IES	INSTALLATIONS								
000									
TM	Site Installation	Ft							

[illegible]

SERIES 300	DRAINAGE								
TM 301	Cleaning of bridges and box culverts	U							
TM 302	Cleaning of ring culverts	U							
TM 307 a	Metallic Culvert Ø 800mm	ml							
TM 309 a	Collection chamber in stone masonry for ring culvert Ø 800mm	U							
TM 310 a	Culvert heads in stone masonry for ring culvert Ø 800mm	U							
TM 313	Stone masonry gutter of 130x65cm	ml							
	Sub Total Drainage								
SERIES 500	SIGNALISATION AND SECURITY EQUIPMENT								
TM5 28b	Reinforced concrete poles	U							
TM5 17a	Type AB metallic sign board	U							
TM5 01c	Metallic hand rail with 50mm pipe	ml							

DOCUMENT N°. 7
BILL OF QUANTITIES AND ESTIMATES

**BILL OF QUANTITIES AND COSTINGS FOR THE MAINTENANCE OF BATIBO (OLD PARK
INTER N6) - BESSI - ASHONG ROAD IN MOMO DIVISION NORTH WEST REGION.**

N°	ROAD SECTION	LENGTH							DIVISION
1	BATIBO (OLD PARK INTER N6) - BESSI - ASHONG ROAD	16km							MOMO
		UN IT	U.P		QUANTITIES			AMOUNT	
N° PRIX	DESIGNATION				Phase 1	Phase 2	Total	Phase 1	Phase 2
SERIES 000	INSTALLATIONS								
TM001	Site Installation	Ft			1.0	1.0	2.0		
TM002	Transporting of the Equipments to and From	Ft			1.0	1.0	2.0		
	TOTAL SERIE 000 : INSTALLATIONS								

[illegible][illegible]

[illegible]