

REPUBLIC OF CAMEROON  
Peace-Work-Fatherland  
.....  
NORTH-WEST REGIONAL ASSEMBLY  
.....  
REGIONAL EXECUTIVE COUNCIL  
.....  
PEACE-JUSTICE-UNITY-HARD WORK-  
SOLIDARITY



REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
.....  
ASSEMBLEE REGIONALE DU NORD-OUEST  
.....  
CONSEIL EXECUTIF REGIONAL  
.....  
PAIX-JUSTICE-UNITE-TRAVAIL-SOLIDARITE

## OPEN NATIONAL INVITATION TO TENDER

\*\*\*\*\*

### TENDER FILE

\*\*\*\*\*

#### PROJECT OWNER:

*THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY*

#### CONTRACTING AUTHORITY:

*THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY*

#### TENDER BOARD:

*NORTH WEST REGIONAL ASSEMBLY INTERNAL TENDERS BOARD  
(NWRAITB)*

TENDER FILE N° .- 012 /ONIT/NWRA/ITB/2025 OF 28 FEB 2025  
FOR THE REHABILITATION OF REGIONAL ROAD RO512  
MATAZEM-BALI-ASHONG  
<< BY EMERGENCY PROCEDURE >>

IMPUTATION:

\_\_\_\_\_  
FINANCIAL YEAR 2025  
\_\_\_\_\_

Rec /03/25

## TABLE OF CONTENTS

Document No. 1: Tender Notice.....	3
Document No. 2: General Regulations of the Invitation to Tender.....	10
Document No. 3: Special Regulations of the Invitation to Tender.....	26
Document No. 4: Special Administrative Conditions.....	34
Document No. 5: Special Technical Conditions.....	49
Document No. 6: Schedule of unit prices .....	62
Document No. 7: Bill of quantities and estimates.....	67
Document No. 8: The sub-detail of prices.....	72
Document No. 9: Model Contract.....	74
Document No. 10: Model documents to be used by bidders.....	78
Document No. 11: Justifications of preliminary studies.....	91
Document No. 12: List of banking establishments and financial bodies authorised issue bonds for Public Contracts.....	93

# **Document N°. 1**

## **TENDER NOTICE**





## TENDER NOTICE

### OPEN NATIONAL INVITATION TO TENDER

N° **012** /ONIT/NWRA/ITB/2025 OF **28 FEB 2025** FOR THE  
REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG  
<< BY EMERGENCY PROCEDURE >>

Financing: Public Investment Budget - 2025 assigned to the North West Regional Assembly.

1. **Subject of the Invitation to Tender:**

Within the framework of 2025 Public Investment Budget, The President of the North West Regional Assembly, Contracting Authority, hereby launches an Open National Invitation to tender **For REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG**

2. **Nature of works:**

Works to be done consists of

N° PRIX DESIGNATION

SERIE 000 : INSTALLATIONS

TM001 Installation de chantier

TM002 Amene et Repli du materiel

SERIE 100 : TERRASSEMENTS ET CHAUSSEES

TM101 Debroussaillage

TM108a Remblai en "graveleux latéritiques" provenant d'emprunt

TM110 Mise en forme de la plateforme

TM115 Couche de base en graveleux latéritique

TM210 Plus value de transport de la grave lateritique au dela de 5000m au prix 108a et 115

SERIE 200 : OUVRAGE-ASSAINISSEMENT ET DRAINAGE

TM308a Fourniture et pose des buses en béton Ø800

TM308b Fourniture et pose des buses en béton Ø1000

TM309a Puisard en maçonnerie de moellons pour buse béton Ø800

TM309b Puisard en maçonnerie de moellons pour buse béton Ø1000

TM310a Tete en maçonnerie de moellons pour buse béton Ø800

TM310b Tete en maçonnerie de moellons pour buse béton Ø1000

TM313 Fossés maçonnés de 65 cm x135 cm

SERIE 300: OUVRAGES D'ART

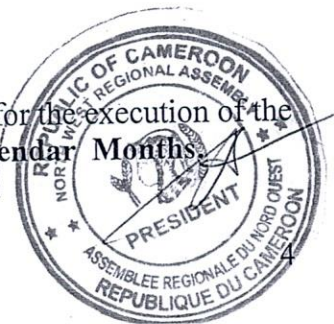
TM403 Gabions

TM419 Maçonnerie de moellons

TM423 Béton de propreté dosé à 150 kg/m3

3. **Execution deadline**

The maximum deadline provided by the Contracting Authority for the execution of the works which are the subject of this Invitation to tender is **Four (06) calendar Months**.





4. **Lot:** this project is in a single lot

5. **Estimated cost**

The estimated cost after preliminary studies

LOT	PROJECT	AMOUNT (ATI)
1	REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG	400,000,000

6. **Participation and origin**

Participation to this Invitation to tender is opened under the same conditions to all Cameroonian companies and business persons that have proven experience in the field of building construction and provided they are in compliance with the Cameroonian laws.

7. **Financing**

Works which are the subject of this Invitation to Tender shall be financed by the 2025 Public Investment Budget assigned to the North West Regional Assembly.

8. **Bid bond**

The bidder must include in his administrative documents, a bid bond issued by a first-rate financial and insurance establishment approved by the Ministry in charge of Finance (See list in document N°. 12 of the Tender File). The amount is of the table below and valid for Thirty (30) days beyond the date of validity of bids.

LOT	DIVISION	PROJECT	AMOUNT (ATI)	AMOUNT OF BID BOND
1	MEZAM AND MOMO	REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG	400,000,000	8,000,000

9. **Consultation of Tender File:**

The file may be consulted during working hours at **The Services of the Director of General Affaires of the North West Regional Assembly** (Tel N° 2 33 36 00 92), as soon as this notice is published.

10. **Acquisition of Tender File:**

The file may be obtained from the **Services of the Director of General Affaires of the North West Regional Assembly** (Tel N° 2 33 36 00 92), as soon as this notice is published against payment of the sum of **one hundred and seventy five thousand (175,000) Francs CFA Francs**, payable at the Treasury of the North West Regional Assembly (Block B), representing the cost of purchasing the Tender File.

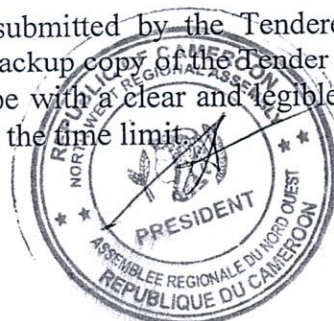
11. **Submission of bids:** the method of submission shall be off line and online

11.1 **Offline Submission**

Each offer drafted in English or French in Seven (7) copies including One (1) original and Six (6) copies marked as such, should reach the **Services of the Director of General Affaires of the North West Regional Assembly** (Tel N° 2 33 36 00 92) not later than **27 MARS 2025 at 10:00am noon** local time and should carry the inscription:

11.2 **Online Submission**

For online submission, the Tender must be submitted by the Tenderer on the COLEPS Platform not later than //2025 at 10:00am. A backup copy of the Tender saved In a USB key or a CD/DVD must be sent in a sealed envelope with a clear and legible indication "backup copy" bearing the afore-mentioned label, within the time limit.





### **File Size and Format:**

For online bidding, the maximum size of the documents that will be uploaded on the platform and

constituting the bidder's offer shall be;

- 5 Mb for Administrative offers;
- 15 Mb for the Technical offers;
- 5 Mb for the financial offers. Supported formats shall include:
- PDF formats for texts documents;
- JPEG formats for images.

The Tenderer shall use a compression software to reduce the size of the file to be submitted.

**<< OPEN NATIONAL INVITATION TO TENDER  
N° 012 /ONIT/NWRA/ITB/2025 OF 28 FEB 2025 FOR THE REHABILITATION  
OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG << << BY  
EMERGENCY PROCEDURE>>>>**

*"To be open only during the bid-opening session"*

### **12. Admissibility of bids**

Upon penalty of being rejected, only originals or certified true copies signed by the issuing service or administrative authorities (Governor Senior Divisional Officer, Divisional Officers....) 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 rejected. This refers especially to the absence of a bid bond issued by a first-rate bank or insurance establishment approved by the Minister in charge of Finance.

### **13. Opening of bids:**

The bids shall be open in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **27 MARS 2025** at **11.00 am** local time, in the conference hall of the Internal Tenders Board, by its competent members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

### **14. Evaluation criteria**

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

#### **A. Eliminatory criteria**

1. Absence or non-conformity of an element in the administrative file not regularized within 48 hours after opening of bids
2. Execution deadline higher than prescribed in the Tender File;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond at the opening of the bids;
5. A bid with the external envelope carrying a sign leading to the identification of the bidder;
6. Incomplete financial file;
7. Non respect of 75% of essential criteria;
8. Suspended by MINMAP for 2025 financial year .
9. Submission of insufficient number of copies of bids;
10. Average annual turnover of at least the tendering amount (Average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last five (5) years from 2020. Final reception minutes)





for completed contract before 2024 and provisional reception minutes for contracts completed in 2024 should be presented.

11. Failure to provide a backup copy of offers on time.
12. Failure to comply with the format of file submitted

**B. Essential criteria**

- 1- General presentation of the bids;
- 2- Financial capacity;
- 3- References of the company in similar works visaed by the competent authority;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation of site visit duly signed on honour by the bidder and report of site visit with pictures;
- 9- Special Technical Clauses initialed on all the pages, signed and dated on the last page;
- 10- Special Administrative Clauses completed and initialed on all the pages, signed and dated at the last page.

**15. Award**

The evaluation will be done in a binary way (Yes) or (No) with an acceptable minimum score of **75%** of the essential criteria taken in account. A bidder can bid for more than one lot but can only be awarded a lot.

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

**16. Validity of bids**

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

**17. Complementary information**

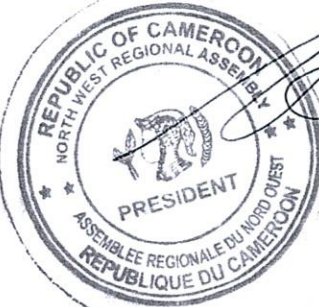
Complementary technical information may be obtained during working hours from the **Services of the Director of General Affaires of the North West Regional Assembly (Tel N° 2 33 36 00 92).**

Done at Bamenda on 08 FEB 2025

**THE PRESIDENT OF THE REGIONAL  
ASSEMBLY  
(Contracting Authority)**

*Copies:*

- ARMP BAMENDA
- RD/MINMAP/NW
- Chairperson of ITB/NWRA
- Notice Board
- File/archive

  
  
**Fru Fobugshi Angwafo III**  
President North - West Regional  
Executive Council





## AVIS D'APPEL D'OFFRES

### APPEL D'OFFRES NATIONAL OUVERT

N° 012 / AONO/ARNO/CIPM/2025 DU 28 FEV 2025 POUR LA  
RÉHABILITATION DE LA ROUTE RÉGIONALE RO512 MATAZEM-BALI-  
ASHONG

<< PAR PROCÉDURE D'URGENCE >>

Financement : Budget d'Investissement Public 2025 alloué à l'Assemblée Régionale de Nord-Ouest.

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

Dans le cadre de l'exercice budgétaire 2025, le Président de l'Assemblée Régionale du Nord-Ouest, Autorité Contractante lance un Appel d'Offres National Ouvert Pour les Construction d'une unité mère-enfant dans certains hôpitaux de district de la région du Nord-Ouest (divisés en 3 lots)

#### 2. Consistance des travaux

Les travaux comprennent notamment :

N° PRIX DESIGNATION

SERIE 000 : INSTALLATIONS

TM001 Installation de chantier

TM002 Amene et Repli du materiel

SERIE 100 : TERRASSEMENTS ET CHAUSSEES

TM101 Debroussaillage

TM108a Remblai en "graveleux latéritiques" provenant d'emprunt

TM110 Mise en forme de la plateforme

TM115 Couche de base en graveleux latéritique

TM210 Plus value de transport de la grave lateritique au dela de 5000m au  
prix 108a et 115

SERIE 200 : OUVRAGE-ASSAINISSEMENT ET DRAINAGE

TM308a Fourniture et pose des buses en béton Ø800

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TM313 Fossés maçonnés de 65 cm x135 cm

SERIE 300: OUVRAGES D'ART

TM403 Gabions

TM419 Maçonnerie de moellons

TM423 Béton de propreté dosé à 150 kg/m3

#### 3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux





objet du présent appel d'offres est de **six (6) Mois**.

#### 4. Allotissement

Ce projet est divisé en un seul lot

#### 5. Coût prévisionnel

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

LOT	DEPARTEMENT	PROJECT	AMOUNT (ATI)
1	MEZAM ET MOMO	RÉHABILITATION DE LA ROUTE RÉGIONALE RO512 MATAZEM-BALI-ASHONG	400,000,000

#### 6. Participation et origine

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

#### 7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du Cameroun de l'exercice 2025 alloué à l'Assemblée Régionale de Nord-Ouest.

#### 8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque ou assurance de premier ordre agréée par le Ministère chargé des finances (Voir liste dans la pièce 12 du DAO). La montant de et dans le tableur ci-dessous et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

Lot	Département	Project	Montant (TTC)	Montant de caution provisoire
1	MEZAM ET MOMO	RÉHABILITATION DE LA ROUTE RÉGIONALE RO512 MATAZEM-BALI-ASHONG	400,000,000	8,000,000

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

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables aux **services de Directeur d'Affaire General à l'Assemblée Regional de Nord-Ouest (Tel N° 2 33 36 00 92)** dès Publication du présent avis.

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

Le dossier peut être obtenu aux heures ouvrables auprès Publication du présent avis aux **services de Directeur d'Affaire General à l'Assemblée Regional de Nord-Ouest (Tel N° 2 33 36 00 92)**, contre présentation d'une quittance de versement au Trésor Public de la somme non remboursable de **cent soixante-quinze mille France (175 000) mille Francs CFA**.

#### 11. Remise des offres

##### 11.1 Soumission hors ligne

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé **services de Directeur d'Affaire General à l'Assemblée Regional de Nord-Ouest (Tel N° 2 33 36 00 92)** OU soumis en ligne à l'adresse **www.Marchespublics.cm**, au plus tard le **27 MARS 2025** à **10 h 00**, heure locale et devra porter la mention suivante





### **Soumissions en ligne**

Pour la soumission en ligne, l'Offre doit être soumise par le Soumissionnaire sur la plateforme COLEPS au plus tard le //2025 à 10h00. Une copie de sauvegarde de l'Offre, enregistrée sur une clé USB ou un CD/DVD, doit être envoyée dans une enveloppe scellée avec une mention claire et lisible "copie de sauvegarde" portant l'étiquette mentionnée ci-dessus, dans les délais impartis.

### **Taille et format des fichiers :**

Pour les enchères en ligne, la taille maximale des documents qui seront téléchargés sur la plateforme et constituant l'offre du soumissionnaire est la suivante :

- 5 Mo pour les offres administratives ;
- 15 Mo pour les offres techniques ;
- 5 Mo pour les offres financières.

Les formats supportés incluent :

- Formats PDF pour les documents textuels ;
- Formats JPEG pour les images.

Le Soumissionnaire doit utiliser un logiciel de compression pour réduire la taille des fichiers à soumettre.

F- - - 012 /

**«APPEL D'OFFRES NATIONAL OUVERT N° 280 / 2025»**  
**AONO/ARNO/ARNOCIPM/2025 DU 28 FEV 2025 POUR LES CONSTRUCTION**  
**D'UNE RÉHABILITATION DE LA ROUTE RÉGIONALE RO512 MATAZEM-BALI-**  
**ASHONG**  
**<< PAR PROCÉDURE D'URGENCE >>**

### **12. Recevabilité des offres**

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

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

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

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le 27 MARS 2025 à 11h 00, heure locale, dans la salle de conférence de commission Interne de Passation de marche public de l'Assemblée Régionale du Nord-Ouest siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

### **14. Critères d'évaluation**

Les offres seront évaluées selon les principaux critères suivants :

#### **A - Critères éliminatoires**

Il s'agit notamment:

- 1- Absence ou non-conformité de document administratif qui ne peuvent pas ce régulariser pendant quarante-huit heures après ouverture des offres





- 2- Délai d'exécution supérieur à celui prescrit dans le DAO ;
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Absence ou insuffisance de la caution provisoire de soumission;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 6- Offres financière incomplète,
- 7- Le non-respect de 75% des critères essentiels ;
- 8- Suspendu par le MINMAP pour 2025 année financière
- 9- Soumission d'un nombre insuffisant d'exemplaires des offres ;
- 10- Chiffre d'affaires annuel moyen d'au moins le montant de l'offre (Chiffre d'affaires annuel moyen calculé comme le total des paiements certifiés reçus pour les contrats en cours ou achevés, au cours des cinq (5) dernières années à compter de 2020. Le procès-verbal de réception final pour les contrats achevés avant 2024 et le procès-verbal de réception provisoire pour les contrats achevés en 2024 doivent être présentés.
- 11- Non-fourniture d'une copie de sauvegarde des offres dans les délais
- 12- Non-respect du format du type de fichier et de la taille pour la soumission en ligne

### **B - Critères essentiels**

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Sécurité au chantier ;
- 7- Moyens logistiques ;
- 8- Attestations de visite de site signée sur l'honneur par le soumissionnaire et rapport de visite du site avec photos ;
- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page, signe et date à la dernière page ;
- 10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page, signe et date à la dernière page.

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

### **15. Attribution**

L'évaluation se fera de manière binaire (Oui) ou (Non) avec un score minimum acceptable de 75% des critères essentiels pris en compte. Un enchérisseur peut enchérir pour plus d'un lot, mais ne peut se voir attribuer qu'un lot.

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

### **16. Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant Quarante-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.



## 17. Renseignements complémentaires

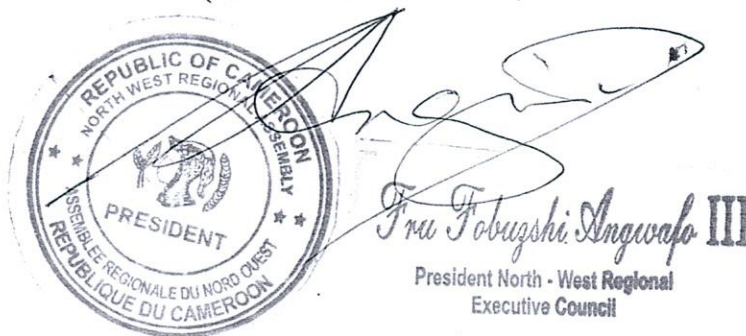
Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès des services de Directeur d'Affaire General à l'Assemble Regional de Nord-Ouest (Tel N° 2 33 36 00 92).

Fait à Bamenda, le 28 FEB 2025

Le Président de l'Assemblée Régionale du  
Nord Ouest  
(Autorité Contractante)

### Copie :

- ARMP
- DR/MINMAP/NW
- Présidents CIPM
- Affichage
- Chrono/archive





**Document N°. 2**

**GENERAL REGULATIONS OF THE  
INVITATION TO TENDER**

## Table of contents

### A. General

Article 1: Scope of the tender.....	
Article 2: Financing.....	
Article 3: Fraud and corruption.....	
Article 4: Candidates admitted to compete.....	
Article 5: Building materials, materials, supplies, equipment and authorised services...	
Article 6: Qualification of the bidder.....	
Article 7: Visit of work site .....	

### B. Tender File.....

Article 8: Content of Tender File.....	
Article 9: Clarifications on Tender File and complaints .....	
Article 10: Modification of the Tender File.....	

### C. Preparation of Bids

Article 11: Tender fees.....	
Article 12: Language of bid.....	
Article 13: Constituent documents of the bid.....	
Article 14: Amount of bid.....	
Article 15: Currency of bid and payment.....	
Article 16: Validity of bids.....	
Article 17: Bid bond.....	
Article 18: Varying proposals by bidders.....	
Article 19: Preparatory meeting to the establishment of bids.....	
Article 20: Form and signature of bids.....	

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

Article 21: Sealing and marking of bids.....	
Article 22: Date and time-limit for submission of bids.....	
Article 23: Out of time-limit bids.....	
Article 24: Modification, substitution and withdrawal of bids.....	

### E. Opening and evaluation of bids .....

Article 25: Opening of bids.....	
Article 26: Confidential nature of the procedure.....	
Article 27: Clarifications on the bid and contact with Contracting Authority.....	
Article 28: Determination of their compliance.....	
Article 29: Qualification of the bidder.....	
Article 30: Correction of errors.....	
Article 31: Conversion into a single currency.....	
Article 32: Evaluation of financial bids.....	
Article 33: National preference.....	

### F. Award of the Contract.....

Article 34: Award.....	
Article 35: Right of the Contracting Authority to declare an Invitation to Tender unsuccessful or to cancel a procedure.....	
Article 36: Notification of the award of the Contract.....	
Article 37: Signature of the Contract.....	
Article 38: Final bond.....	



## GENERAL RULES OF THE INVITATION TO TENDER

### A. General

#### Article 1: Scope of the tender

1.1 The Contracting Authority, The President of the North West Regional Assembly hereby launches an open National Invitation to Tender N°     /ONIT/NWRA/ITB/2025 of     /    /2025 FOR REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG << BY EMERGENCY PROCEDURE>>

1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations which runs from the date of notification of the Administrative Order.

1.2 In this Tender File, the term "day" means a calendar day.

#### Article 2: Financing

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

#### Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and Contractors the strict respect of rules of professional ethics during the award and execution of Public Contracts. By virtue of this principle:

a) The following definitions shall be admitted:

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

b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this Contract.

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

#### Article 4: Candidates allowed to compete

4.1 If the Invitation to Tender is open, 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;
- (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 Tender Notice;

Document No. 2. The General Regulations of the Invitation to Tender;

Document No. 3. The Special Regulations of the Invitation to Tender;

Document No. 4. The Special Administrative Conditions;

Document No. 5. The Special Technical Conditions;

Document No. 6. The schedule of unit prices;

Document No. 7. The bill of quantities and estimates;

Document No. 8. The sub details of unit prices;

Document No. 9. Model documents of the Contract:

a. The execution schedule;

b. Model of forms presenting the equipment, personnel and references;

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

g. Model of guarantee in replacement of the retention fund;

h. Model Contract;

Document N<sup>o</sup>. 10. Models to be used by bidders;

a. Model Contract;

Document N<sup>o</sup>. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document N<sup>o</sup>. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for Public Contracts to be inserted by the Contracting Authority.

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

### **Article 9: Clarifications on the Tender File and complaints**

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

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

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the Regulation of Public Contracts and the chairperson of the Tenders Board.

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



## **Article 10: Amendment of the Tender File**

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

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

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

## **C Preparation of bids**

### **Article 11: Tender costs**

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

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

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

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

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

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

It includes:

- i) all documents attesting that the bidder:
  - has subscribed to all declarations provided for by the laws and regulations in force;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the Invitation to Tender;
- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of Invitation to Tender.

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

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



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

**b.2 Methodology**

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

**b.3 Proof of acceptance of conditions of the Contract**

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

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

**b.4 Commentaries (optional)**

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

**c. Volume 3: Financial bid**

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

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

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

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

**Article 14: Bid price**

- 14.1 Except otherwise stated in the Tender File, the amount of the Contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the Contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## **Article 17: Bid bond**

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

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

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

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

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

17.6 The bid bond may be seized:

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



## **Article 18: Varying proposals of bidders**

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

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

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

## **Article 19: Preparatory meeting to the establishment of bids**

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

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

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

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

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

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

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the



- General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory(ies) of the bid.

#### **D. SUBMISSION OF BIDS**

##### **For Offline Submission**

##### **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 OPEN 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 open prematurely.

##### **For online submission**

For online submission, the Tender must be submitted by the Tenderer on the COLEPS Platform not later than / /2025 at 10:00am. A backup copy of the Tender saved In a USB key or a CD/DVD must be sent in a sealed envelope with a clear and legible indication "backup copy" bearing the afore-mentioned label, within the time limit.

##### **File Size and Format:**

For online bidding, the maximum size of the documents that will be uploaded on the platform and

constituting the bidder's offer shall be;

- 5 Mb for Administrative offers;
- 15 Mb for the Technical offers;
- 5 Mb for the financial offers. Supported formats shall include:
- PDF formats for texts documents;
- JPEG formats for images.

The Tenderer shall use a compression software to reduce the size of the file to be submitted.

##### **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 un-open.
- 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 regional 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 open and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder un open. 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 open 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 unopen. 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 open 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 open and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be open 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 open 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 Contracts 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 OPEN 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 first rate 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 N°. 3**

**SPECIAL REGULATIONS OF THE  
INVITATION TO TENDER**



## Special regulations of the Invitation to Tender

References of the General regulations	General
1	<b>Definition of works:</b> FOR THE REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG << BY EMERGENCY PROCEDURE>> <b>Name and address of the Contracting Authority:</b> The President of the North West Regional Assembly  Reference of Invitation to Tender: N° ____/ONIT/NWRA/ITB/2025 of ____/____/2025
2	Execution deadline: six (06) Months
3	<b>Source of financing</b> Works which form the subject of this Invitation to Tender shall be financed by the 2025 Public Investment Budget assigned to the North West Regional Assembly.
4	List of pre-qualified candidates. Not applicable
5	Origin of building materials, equipment, and supplies: The materials will generally be from local materials in Cameroon or imported.

### 6.1 Evaluation criteria

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

#### C. Eliminary criteria

1. Absence or non-conformity of an element in the administrative file not regularized within 48 hours after opening of bids
2. Execution deadline higher than prescribed in the Tender File;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond at the opening of the bids;
5. A bid with the external envelope carrying a sign leading to the identification of the bidder;
6. Incomplete financial file;
7. Non respect of **75%** of essential criteria;
8. Suspended by MINMAP for 2025 financial year .
9. Submission of insufficient number of copies of bids
10. Average annual turnover of at least the tendering amount (Average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last five (5) years from 2020. Final reception minutes for completed contract before 2024 and provisional reception minutes for contracts completed in 2024 should be presented.
11. Failure to provide a backup copy of offers on time.
12. Failure to comply with the format of file submitted

#### D. Essential criteria

- 1- General presentation of the bids;
- 2- Financial capacity;
- 3- References of the company in similar achievements visa by the competent administrative authority;
- 4- Quality of the personnel;
- 5- Technical organization of the works;



- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation of site visit duly signed on honour by the bidder and report of site visit with pictures;
- 9- Special Technical Clauses initialed in all the pages, signed and dated at the last page;
- 10- Special Administrative Clauses completed and initialed in all the pages, signed and dated at the last page.

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

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

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

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

#### **ARTICLE 6: Language of the bids:**

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

#### **PRESENTATION OF THE TENDER**

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

- A) **Administrative Documents**
- B) **Technical Documents**
- C) **Financial Documents**

##### **5.1 External envelope.**

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

**<<OPEN NATIONAL INVITATION TO TENDER N° \_\_\_\_/ONIT/NWRA/ITB/2025 OF \_\_\_\_/\_\_\_\_/2025 FOR THE REHABILITATION OF REGIONAL ROAD R0512 MATAZEM-BALI-ASHONG**

*"TO BE OPEN ONLY DURING THE BID-OPENING SESSION"*

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

##### **8.2 Internal envelopes**

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

The first internal envelope shall be labeled;

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



### ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
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. (See list of approved banks on document no 12 of this tender file)
A.5	Purchase receipt of Tender File issued by the NWRA Treasury
A.6	A bid bond issued by a first rate-financial institution or insurance establishment approved by the Ministry in charge of Finance in conformity with COBAC conditions as of the table above.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate ( <b>Attestation de conformité fiscal</b> ) signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of location of the Company signed by the bidder on honour
A.12	Power of attorney if necessary
A.13	Group agreement where applicable
A.14	Special Technical Clauses initialed on all the pages and signed, dated and stamped on the last page.
A.15	Special Administrative Clauses completed and initialed on all the pages, signed, dated and stamped on the last page.



**The absence or insufficient bid bond will result to the elimination of the offer**

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

<b>A. General presentation of bids</b>	
- Presence of all documents .....	yes/no
- Properly bound.....	yes/no
- Table of content .....	yes/no
- Separators in colour apart from white.....	yes/no
- Order prescribed respected.....	yes/no
- Clearness of the documents.....	yes/no
<b>TOTAL 1</b>	<b>/6</b>
<b>B. The company references</b>	
References of the company in similar works for the past ten (10) years:	
- 01 certified copy of similar contract visa and legalized by a competent administrative authority equal or above 400 million FCFA ATI (1 <sup>st</sup> and last pages) and PV of provisional reception for works realized in 2024 and final reception PV for contract before 2024.	yes/no
- 01 certified copy of similar contract visa and legalized by a competent administrative authority equal to or more than 200 million CFA ATI (1 <sup>st</sup> and last pages) and PV of provisional reception for works realized in 2024 and final reception PV for contract before 2024.	yes/no
- 01 certified copy of similar contract visa and legalized by a competent administrative authority below 200 million and above 50 million (1 <sup>st</sup> and last pages) and PV of provisional reception for works realized in 2024 and final reception PV for contract before 2024.	yes/no
<b>TOTAL 2</b>	<b>/3</b>
<b>C. Equipment</b>	
- Proof of ownership or hired of a grader, .....	yes/no
- Proof of ownership or hired of a wheel loader.....	yes/no
- Proof of ownership or hired of a bulldozer.....	yes/no
- Proof of ownership or hired of a compactor.....	yes/no
- Proof of ownership or hired of a dump truck .....	yes/no
- Proof of ownership or hired of a 4x4 pick-up vehicle in good operating condition .....	yes/no
- Proof of ownership of a vibrator in good operating condition (with road worthiness certificate).....	yes/no
- Proof of ownership or hired of a concrete mixer of at least 0.5m <sup>3</sup> volume .....	Yes/no
- Proof of ownership of a hand compactor .....	yes/no
- Prof of ownership of two chain saws .....	yes/no
- Proof of ownership of pharmacy box	yes/no
- Proof of ownership or small equipment (atleast 20 machetes, 5 spades, 5round shovel,	yes/no



5 wheel barrows, 20 pairs of gaangs)	
<b>TOTAL 3</b>	<b>/12</b>
<b>D. Qualification of site personnel</b>	
- Organizational Chart of the enterprise.....	yes/no
- Organizational Chart of site with comments .....	yes/no
<b>Works Director: Civil Engineer with at least 10 years of working experience</b>	
- Certified Diploma of work Director.....	yes/no
- An attestation of inscription in the national order of civil engineers ....	yes/no
- Attestation of presentation of original diploma works director .....	yes/no
- CV signed and dated by works Director.....	yes/no
- Professional experience as works Director in at least 5 projects.....*	yes/no
- Attestation of availability duly signed by the works director .....	yes/no
<b>Site foreman: Senior Civil Engineering technician with at least 07 years of working experience</b>	
- Certified copy of certificate of site foreman.....*	yes/no
- Attestation of presentation of original diploma of site foreman .....	yes/no
- CV signed and dated by site foreman.....*	yes/no
- Professional experience as site foreman in at least 3 projects .....	yes/no
- Attestation of availability of site foreman sign and dated.....	yes/no
<b>Surveyor : Senior Surveying Technician with at least 05 years of working experience</b>	
- Certified copy of certificate of surveyor.....*	yes/no
- Attestation of presentation of original diploma of surveyor.....*	yes/no
- CV signed and dated by surveyor.....*	yes/no
- Professional experience as surveyor in at least 3 projects .....	yes/no
<b>Environmental: Bachelor of science in related field with 05 years experience</b>	
- Certified copy of certificate of environmentalist.....*	yes/no
- Attestation of presentation of original diploma of environmentalist .....	yes/no
- CV signed and dated by environmentalist .....	yes/no
- Professional experience as environmentalist in at least 3 projects .....	yes/no
<b>TOTAL 4</b>	<b>/21</b>
<b>E. The methodology of intervention and execution of work</b>	
- Attestation of site visit signed by the bidder on honour.	yes/no
- Site Visit report signed and dated by bidder or duly authorised representative with pictures .....	yes/no
- Detailed technical note on the organization and execution of works...	yes/no
- Coherence synchronized planning of execution of works.....	yes/no
- Coherence of Individual Protection Plan (IPP) within the site.....	yes/no
- Coherence of the General Security and Safety Plan (GSSP) within the project site...	yes/no



- Description of the socio - environment measures for site protection.....	yes/no
- Coherence in the methodology of execution of works .....	yes/no
- Coherence in the organization of the site.....	yes/no
-Plan of supply of constructional materials and storage conditions .....	yes/no
- CCTP dully initialled on each page, signed and dated on the last page	yes/no
<b>TOTAL 4</b>	<b>/11</b>
<b>F- Pre-financing</b>	
Attestation of credibility shall be at least 80% of the bid price.....	yes/no
<b>TOTAL</b>	<b>/1</b>
<b>TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6</b>	<b>/54</b>

## ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the GAC concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides in the original as in the copies, so as to facilitate its examination

### 7.2 Online Submission:

For online submission, the Tender must be submitted by the Tenderer on the COLEPS Platform not later than / /2025 at 10:00am. A backup copy of the Tender saved In a USB key or a CD/DVD must be sent in a sealed envelope with a clear and legible indication “backup copy” bearing the afore-mentioned label, within the time limit.

#### File Size and Format:

For online bidding, the maximum size of the documents that will be uploaded on the platform and

constituting the bidder's offer shall be;

- 5 Mb for Administrative offers;
- 15 Mb for the Technical offers;
- 5 Mb for the financial offers. Supported formats shall include:
- PDF formats for texts documents;
- JPEG formats for images.

The Tenderer shall use a compression software to reduce the size of the file to be submitted.



## **Supply price**

### **ARTICLE 8: Currency of payment**

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

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

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

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

### **ARTICLE 9: Transport and delivery**

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

### **ARTICLE 10: Guarantee and retention guarantee**

#### **10.1 Provisional guarantee**

The amount of the provisional guarantee or guarantee of tender is fixed as of the table above.

The time of validity of this guarantee is one hundred and twenty (120) days as from the date of submission of the offers.

#### **10.2 Final Bond**

The final Bond is fixed at two percent (2%) maximum of the initial amount of the services envisaged in the country.

It could be replaced by a personal guarantee and from a 1<sup>st</sup> rate banking house approved by the Ministry of Finances following COBAC regulation.

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

#### **10.3 Retention Guarantee**

Guarantee Retention of ten percent (10%) will be operated on amount inclusive of all taxes of the Contract. The corresponding sum from a 1<sup>st</sup> rate banking institution will be released after the final acceptance of work.

### **ARTICLE 11: Period of validity of the offers**

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

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



**ARTICLE 12: Number of copies of the offer which must be submitted**

**For offline Submission:** The bid, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his document inside a sealed outer envelope being the label:

**For online Submission see article 7.2**

**<< OPEN NATIONAL INVITATION TO TENDER N°     /ONIT/NWRA/ITB/2025 OF     /    /2025 FOR THE REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG  
"TO BE OPEN ONLY DURING THE OPENING SESSION"**

**ARTICLE 13: Date and latest time of submission of bids**

The offers will arrive under closed and seal fold latest     /    /2025 at 10:00am, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address: **The Services of the Director of General Affaires of the North West Regional Assembly (Tel N° 2 33 36 00 92) or submitted online using the address [www.marchespublics.cm](http://www.marchespublics.cm).** Beyond this time no offer will be received nor accepted.

**ARTICLE 14: Opening of the tenders**

The opening of the bids will be carried out in the conference room of **Internal Tenders Board of the North West Regional Assembly on     /    /2025 as from 11: 00am**, by the Regional Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

**AWARD OF THE CONTRACT**

**ARTICLE 15: Award of the Contract**

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest amount, essentially conforming to the regulations of the Tender File, having satisfied **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account. A bidder can bid for more than one lot but can be awarded only one lot.

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

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

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

The Contracting Authority reserves the right not to take action on an Invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

**ARTICLE 16: SITE INSTALLATION**

Before the commencement of works, the Contractor must be installed on the site by the following:

- ❖ The President of the North West Regional Assembly or his representative (Chairman)
- ❖ The Contract Engineer, The Regional Delegate MINTP North West or his representative;
- ❖ The Contract Manager or his representative, The Director of General Affairs NWRA



- ❖ The Representative of MINMAP;
- ❖ Beneficiary
- ❖ Contractor
- ❖ The Commissioner of Health at the North West Regional Assembly



**Document N°. 4**

**SPECIAL ADMINISTRATIVE  
CONDITIONS  
(SAC)**



## **Chapter I: General**

- Article 1 - Subject of the Contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the Contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

## **Chapter II: Financial conditions**

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of Contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

## **Chapter III: Execution of the works**

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of Contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the Contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the Contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-Contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

## **Chapter IV: Acceptance**

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

## **Chapter V: Miscellaneous provisions**

- Article 46 - Termination of the Contract (article 74 of GAC)
- Article 47 - Force majeure (article 75 of GAC)
- Article 48 - Differences and disputes (article 79 of GAC)
- Article 49 - Drafting and dissemination of this Contract
- Article 50 and last: Entry into force of the Contract



## CHAPTER I: GENERAL

### Article 1: Subject of Contract

The subject of this Contract shall be the **FOR THE REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG**

### Article 2: Contract award procedure

This Contract is be awarded by Open National Invitation to Tender No \_\_\_/ONIT/NWRA/ITB/2025 of \_\_\_/\_\_\_/2025.

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

#### 3.1 General definitions (cf. Code)

- ✓ The Contracting Authority shall be **The President of the North West Regional Assembly**; in this respect he preserves the original documents relating to the contract and transmits copies to the Public Contract Regulatory Agency.
- ✓ The Contract Manager shall be **The Director of General Affairs at the North West Regional Assembly**. In this capacity, he shall respect the administrative, technical and financial clauses of this contract.
- ✓ The Contract Engineer shall be **The Regional Delegate of MINTP for the North-West**. He shall validate the different crucial phases of work done, from the installation of the Contractor to the Provisional Technical Reception.
- ✓ **The Regional Delegation of MINMAP North-West** shall carry out unannounced control for the execution of this project
- ✓ **The Divisional/Sub-Divisional Peace and Development Committees (P.D.C)** shall carryout Social Control and report to the President of the Regional Executive Council, North West Regional Assembly
- ✓ **The Contractor shall be [to be specified].**

#### 3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be **The President of the North West Regional Assembly**.
- The body or official in charge of payment shall be **the paymaster general North West Region**.
- The official competent to furnish information within the context of execution of this Contract shall be **The Director of General Affairs at the North West Regional Assembly**.
- The authority in charge of clearance shall be **The Specialised Finance Controller of the North West Regional Assembly**.

#### 3.3 Duties of the Control Mission, Project Manager (Not applicable)

##### 3.3.1 Control Missions [to be specified].

### Article 4: Language, law and regulation applicable

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

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

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



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

The constituent Contractual documents of this Contract are in order of priority:

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

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

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

1. Law No 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5<sup>th</sup> August 1996 on the management of the environment;
5. Law No. 2023/019 of 19 December, 2023 on the Financial Regime of the State of Cameroon for the 2025 Financial Year
6. Law No. 2019/024 of December, 2019 on the General Code of Decentralized Territorial Communities.
7. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
8. Law No 2016/017 of 14 December 2016 instituting the Mining Code;
9. Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code and its texts of application;
10. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
11. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
12. Instruments governing the various professional bodies;
13. Decree No. 2001/048 of 23<sup>rd</sup> February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
14. Decree No. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
15. Decree No. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
16. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
17. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
18. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;



19. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
  20. Order No. 001/CAB/PR of 19<sup>th</sup> June 2012 relating to the Award and Control of Execution of Public Contracts;
  21. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owners circular.
  22. Circular N° 00000013/C/MINFI of 31/12/2024 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2025 financial year;
  23. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
  24. The MINCOMMERCE Decree setting the Price List
  25. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of contract reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
  26. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
  27. Unified Technical Documents (DTU) for building works;
  28. Applicable standards;
- Other instruments specific to the domain concerned with the Contract.

**Article 7: Communication (Articles 6 and 10 supplemented)**

- 7.1 All notifications and written communication within the framework of this Contract shall be sent to the following address:
  - a) In the case where the contractor is the addressed : beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Contract Manager and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.
  - b) In case where the Contracting Authority is the addressee: correspondences shall be addressed to: The President of the North West Regional Assembly with copies addressed to the Contract Manager, the Engineer and the Regional Delegation of Public Contract North West.
- 7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Contract Manager and the Regional Delegation of Public Contract North West.

**Article 8: Administrative Orders (Article 8 of GAC)**

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Contract Manager with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer and the Paying Body, where applicable.
- 8.2 Upon proposal by the Contract Manager, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer, and the Paying Body. The prior endorsement of the Paying Body



- shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Contract Manager, the Regional Delegation of Public Contract North West.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the Contract Engineer to the Contractor with a copy to the Contract Manager the Regional Delegation of Public Contract North West.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.
- 8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Contract Manager, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Contract Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.**

**Article 9: Contracts with conditional phases (Article 9 of GAC) Not applicable**

- 9.1 This Contract has only one phase for 2025 financial year. At the end of phase one, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 10.1 Any modification, even partial, made on the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the personnel replaced shall be a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The contract Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Engineer. Beyond this time-limit, the staff list shall be considered as approved.



- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties.

## CHAPTER II: FINANCIAL CONDITIONS

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

#### 11.1 Final bond

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

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

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

#### 11.2 Performance bond

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

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

#### 11.3 Guarantee of start-off advance

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 (Articles 18 and 19 of GAC supplemented)

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

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

### Article 13: Place and method of payment

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

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. \_\_\_\_\_ OPEN 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 N°. \_\_\_\_\_ OPEN in the name of the Contractor in \_\_\_\_\_ bank.

### Article 14: Price variation (Article 20 of GAC)

28.1 Prices shall be firm.

- a. Payments on account made to the Contractor as advances shall not be revisable.



- b. Revision shall be "frozen" upon expiry of the Contractual time-limit, except in the case of price reductions.

## 28.2 Price updating modalities (Not applicable)

### **Article 15: Price revision formulae (article 21 of GAC)** (Not applicable)

### **Article 16: Price updating formulae (article 21 of the GAC)** (Not applicable)

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

17.1 The percentage of works under State supervision shall *not exceed* 2% of the amount of the Contract and its additional clauses, where applicable.

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

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

### **Article 18: Evaluation of works (article 23 of the GAC)** The work done shall be evaluated using the unit price.

### **Article 19: Evaluation of supplies (article 24 of the GAC supplemented)** 19.1 *[indicate, where applicable, the modalities for payment of supplies].* 19.2 No security shall be requested for payments on account on supplies.

### **Article 20: Advances (article 28 of the GAC)**

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

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

20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Contract.



- 20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.
- 20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

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

**21.1 Establishment of works executed**

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

**21.2 Monthly detailed account**

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

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

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

- *[100-2.2 or 5.5% paid directly into the account of the Contractor;*
- *2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.*

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

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

*Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.*

*The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5<sup>th</sup> of the month following the works executed.*

*The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.*

*The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.*

**21.3 Detailed account of start-off account (specify).**

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

Possible interests on overdue payments are paid by statement of sums due in accordance with Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

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

**A. Penalties for delay**

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

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



- b) One thousandth (1/1000<sup>th</sup>) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

#### **B. Specific penalties**

23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

- Late submission of final bond;
- Late submission of insurances, shall be one five thousandth (1/5000<sup>th</sup>) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the Contractual time-limit;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor shall be one five thousandth (1/5000<sup>th</sup>) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the Contractual time-limit;

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

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

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

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

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

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

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

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

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

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

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



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

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

Decree No. 2003/651/PM of 16 April 2003 lays down the Terms and Conditions for Implementing the Tax regulations and Customs Procedures applicable to Public Contracts. The taxes applicable to this Contract include notably:

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

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

All taxes inclusive prices means VAT included.

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

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

**CHAPTER III: EXECUTION OF WORKS**

**Article 29: 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 30: Roles and responsibilities of the Project Owner (GAC supplemented)**

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **six months (06) Months**.

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

**Article 32: Roles and responsibilities of the Contractor (article 40 of the CAG)**

The detailed and general plan of progress of the works shall be communicated to the Contract Engineer in *five (05)* copies at the beginning of each.

**Article 33: Provision of documents and site (article 42 of the GAC)**



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

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

**Article 34: Insurance of structures and civil liabilities (article 45 of GAC)**

The Contractor shall take out a third party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

**Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)**

**35.1 Programme of works, Quality Assurance Plan and pegging map.**

a) Within a maximum deadline of *fifteen (15) days* from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in *six (6) copies* for the approval of *project owner after the endorsement of the Contract Engineer* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

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

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

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

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

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

The Contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the Contractual programme upon receiving the approval of the Project engineer. 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 Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their



implementation may cause both towards third parties and the respect of clauses of the Contract.

### **35.2 Execution draft**

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

b) The Contract Engineer has a deadline of *five (05) days* to examine and make known his observations. The Contractor then has a deadline of (04) four *days* to present a new file including the said observations.

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

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

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put at the Contractors' disposal the text to be used.

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

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

### **Article 37: Implantation of structures**

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

### **Article 38: Sub-Contracting (article 54 of the GAC)**

The part of the works to be sub-Contracted shall not exceed 30 % of the initial amount of the Contract and its additional clauses.

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

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

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

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

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

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

### **Article 41: Use of explosives (article 60 of the GAC) (specify)**



## CHAPTER IV: ACCEPTANCE

### Article 42: PROVISIONAL ACCEPTANCE

#### 42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the Contractor shall ask in writing to the Contract 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 contract.
- 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 Manager or representative;
- Contract Engineer;
- Beneficiary
- RD/MINMAP or his representative
- Contractor.

During this pre-reception, the Engineer and Contract manager shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The contract manager will then fix a date for the provisional reception .

#### 42.2 Acceptance

The acceptance commission shall comprise:

- 1- The President of the North West Regional Assembly or his representative..(Chairman)
- 2- The Contract Manager or his representative..... (Member)
- 3- The Contract Engineer..... (Secretary)
- 4- The Stores Accountant of North West Regional Assembly..... (Member)
- 5- The RD MINMAP/NW or his representative..... (Observer)
- 6- The Beneficiary ..... (Observer)
- 7- The Contractor or his Representative..... (Observer)
- 8- The commissioner of Health at the North West Regional Assembly ..... (Observer)

**The commission shall examine the report of the pre-acceptance including a video from the Contractor showing the stages of works executed. This shall proceed with the acceptance.** An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and sign by all the commission members.

### ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

43.1 The contractor shall furnish within one (1) month after completion of the works five (5) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.



**Article 44: GUARANTEE PERIOD.**

The guarantee period is one (01) year from the date of the provisional acceptance.

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

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

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

**CHAPTER V: SUNDRY PROVISIONS****Article 46: Termination of the Contract (article 74 of the GAC)**

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

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

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

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

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

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

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

Where no amicable solution can be found for a disagreement, it is brought before *the competent court in the North-West Region of the Republic of Cameroon.*

**Article 49: Production and dissemination of this Contract**

*Twenty (20)* copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

**Article 50 and last: Entry into force of the Contract**

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



**Document N°. 5**

**SPECIAL TECHNICAL  
CONDITIONS (STC)**



# TECHNICAL SPECIFICATIONS

## Table of Contents

### **I. GENERAL INDICATIONS**

#### **I.1. OBJECT OF WORK**

I.2. CONSISTENCY OF THE WORK

I.3. WORK DESCRIPTION

I.3.1. Construction site installation

I.4. TECHNICAL REFERENCES

I.5 General requirements.

I.3.2. Technical standards

I.3.3. Bad weather, suspension of work

I.3.4. General environmental requirements

#### **I.6. JOURNAL AND CONSTRUCTION MEETINGS**

I.7. WORK PROGRAM

I.8. DEFINITION OF THE WORK TO BE CARRIED OUT

I.9. WORKSHOP STARTING MEETING THE ROAD

### **II. ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

II.1. QUALITY OF MATERIALS

II.2.1. Stones for masonry work

### **III MODE OF EXECUTION OF WORK**

III.1. FACILITIES

III.1.1. Site installation

III.1.2. Implantation

III.1.3. Rules of Procedure

III.1.4. REPLIED OF THE SITE

III.1.5. Various

III.2. Preparatory work

### **IV. EVALUATION METHOD OF WORK**

IV.1. GENERAL CONDITIONS OF EVALUATION

IV.2. DEFINITION OF PRICES

000 Series - Site Installation

Site installation (price 001)

Clearing on the right-of-way of works (price TM101)

Cleaning of transverse hydraulic structures (price 202)

Reinforced concrete for tread (price TM423e)

### **V: ENVIRONMENTAL PROTECTION**

V.1. SITE INSTALLATION

V.2. CAREER OPENING, LODGING OR TEMPORARY BORROWING

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

V.4. CONTROL OF VEGETATION

V.5. LOADING AND TRANSPORTING EQUIPMENT AND MATERIAL MATERIALS

V.6. SANCTIONS AND PENALTIES



## I. GENERAL INDICATIONS

### I-1- PURPOSE OF THIS DOCUMENT

The purpose of this contract is to carry out REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG

FUNDING: BIP 2025

### I-2. CONSISTENCY OF THE WORK

N° PRIX	DESIGNATION
	SERIE 000 : INSTALLATIONS
TM001	Installation de chantier
TM002	Amene et Repli du materiel
	SERIE 100 : TERRASSEMENTS ET CHAUSSEES
TM101	Debroussaillage
TM108a	Remblai en "graveleux latéritiques" provenant d'emprunt
TM110	Mise en forme de la plateforme
TM115	Couche de base en graveleux latéritique
TM210	Plus value de transport de la grave lateritique au dela de 5000m au prix 108a et 115
	SERIE 200 : OUVRAGE-ASSAINISSEMENT ET DRAINAGE
TM308a	Fourniture et pose des buses en béton Ø800
TM308b	Fourniture et pose des buses en béton Ø1000
TM309a	Puisard en maçonnerie de moellons pour buse béton Ø800
TM309b	Puisard en maçonnerie de moellons pour buse béton Ø1000
TM310a	Tete en maçonnerie de moellons pour buse béton Ø800
TM310b	Tete en maçonnerie de moellons pour buse béton Ø1000
TM313	Fossés maçonnés de 65 cm x135 cm
	SERIE 300: OUVRAGES D'ART
TM403	Gabions
TM419	Maçonnerie de moellons
TM423	Béton de propreté dosé à 150 kg/m3

### I.3. WORK DESCRIPTION

The said roads as mentioned above is the stretches living from for the REHABILITATION OF REGIONAL ROAD RO512 MATAZEM-BALI-ASHONG Emergency Procedure

#### I.3.1. Construction site installation

Site facilities are defined in Article 1 of Chapter III "Method of Execution"

### I.4-Technical References

If this CCTP provides that the equipment, materials or method of execution must meet certain national or international standards, it is specified that the material, or method of execution that complies with other standards will also be accepted if the resulting quality is equivalent to or greater than the specified standard.

Otherwise, reference will be made to the Cahiers des Clauses Généraux of the French Ministry of Equipment.

It will be done, throughout this CCTP, references to the fascicles of the French Common Prescription Book applicable in Cameroon following (this list is not exhaustive):

name Title

Preamble and Fascicle n° 1: General Provisions to the various types of works

Issue 2: Earthworks

Paper 7: Soil Recognition

Paper n° 23



- : Supply of aggregates used in the construction and maintenance of pavements supplemented by the standard NF P 18 101
- Paper No. 25: Execution of roadways
- Paper No. 29: Construction and maintenance of roadways
- Paper n ° 30
- : Road transport of materials for road construction and maintenance
- Paper 31
- : Edging and gutters in natural stone or concrete, supplemented by AFNOR standard NF T 98 302
- Issue 50: Topographic Work
- Paper n ° 63: Supply and implementation of unarmed mortars and concretes
- Paper 64: Unreinforced masonry work of civil engineering works
- Paper 70: Sewerage and related works

However, the other party is entitled to use standards other than those mentioned in this document, provided that they are generally accepted and lead to results of equal or greater quality. These standards must first be submitted for approval by the Project Manager with supporting documents. The Project Manager justifies its decision to accept or reject a standard.

## **I.5. GENERAL REQUIREMENTS**

### **I.5.1. Technical standards**

Unless otherwise stipulated in this CCTP, the technical standards for defining the quality of materials and their implementation are the standards in force in the Republic of Cameroon.

### **• I.5.2 Bad weather, suspension of work**

The Client may prescribe, by order of service, the suspension of the works due to inclement weather or for any other reason that he deems necessary, without the other party making a claim as a result.

In this case, the contractual period may be extended by the same number of calendar days as between the date of suspension and the date of resumption of work, if this is prescribed in the service order.

### **I.5.3. General environmental requirements**

In general, unless otherwise specified in this CCTP, the document "Study of a plan for limiting the environmental impacts of road maintenance - Environmental guidelines for road maintenance - TECSULT - MINTP - April 1997" will serve as a reference. This document may be consulted at the MINTP Environment Unit.

In order to ensure that the co-contractor takes the environment into account, an environmental consultant will intervene:

- Before the start of the project, to give an opinion on site proposals (borrowings, quarries, depots, installations ...) and on the works envisaged to meet the specific environmental requirements.
- During construction, to monitor the implementation of environmental measures.
- At the end of the project, to see the restoration of the different sites.

These three interventions, one day each, will be the responsibility of the Control Mission.

## **I. 6- Journal and Workshop meeting.**

The construction log will be written and signed each day by the contractor's representative on the construction site and by the supervisor's representative. It will be established jointly according to a defined model and must contain at least the following daily information:

- Atmospheric conditions
- Work performed during the day, personnel and equipment used
- Work progress
- The requirements imposed
- Detailed quantities of work
- Administrative operations relating to the execution and settlement of the contract
- Receptions and approvals
- Incidents, accidents or events that could have a subsequent impact on the maintenance of the works or the progress of the work
- Non-conformities



- **Official visits**

The construction log will be signed daily by the representative of the company and the project manager.

A weekly meeting, which will be attended by the co-contractor and the project manager, and possibly the Head of Service, will discuss issues related to the execution of the contract, evaluate the progress of the work and specify any element have not received a sufficiently clear definition in the terms of the contract or before the start of work.

The Project Manager may change the periodicity of the meetings without this being greater than 15 days.

The weekly meetings allow the Project Manager to have a precise idea of the evolution of the site and to define a priori the actions to be undertaken to respect the market conditions. These meetings are the subject of a report, written by the Project Manager and signed by the other party and possibly the Head of Service.

A model daily sheet is attached to this document.

### **1.7- Work program**

Within thirty (30) days from the notification of the approval of the Contract, the Co-contractor will have to submit to the Project Manager, for approval, a detailed program of execution of the work which must take into account all the subjections relating to the execution of the works.

This work program must be accompanied by the following documents, the list of which is not exhaustive:

- a note on the general installation of the site and including a plan of the installations,
- a schedule of supplies and supplies,
- a detailed statement of the equipment to be used on the work site, including for each machine its characteristics, condition and value,
- a note on the working methods used as well as the quantitative details of staffing,
- The percentage of staff recruited in the work area,
- The internal regulations of the Company,
- a list of supervisory staff,
- a planning of progress forecasts,
- The organization plan for quality control,
- The temporary signage plan for the site,
- Provisions relating to the consideration of the environment.

During the works, the Co-contractor must keep the work program up-to-date, taking into account the actual progress of the work. However, major changes to this program may only be implemented after approval by the Prime Contractor.

Whether it is the approval of the initial work program or its modifications during the work, the Employer will have a period of five (5) days to make known its agreement or its comments on the proposed provisions.

The other party shall make the modifications that may be prescribed by the Project Manager within eight (8) days from the date of their notification.

The effective start of the work will be subordinated by the approval of the work execution program by the Supervisor, without the delay of execution of the work being thereby modified.

The presentation of the schedules, their follow-up and updates will be done as follows:

#### **General planning of works:**

- It will be computerized and presented as a bar chart.
- The contracting partner will be obliged to keep this schedule up-to-date and to submit monthly any adjustments and their justifications.

#### **Weekly activity schedule:**

- The other party will have to present, each weekend, a detailed schedule defining the various activities that he intends to undertake during the following week.
- The Project Manager may make comments within 72 hours.

#### **The work program must specify:**

- Description of the arrangements and methods envisaged for the execution of the works.
- The materials used
- The management staff of the construction site
- The execution schedule



- Any information that might be useful to the Project Manager to organize the control.
- This program will be reviewed during construction as required.

### **I.8. DEFINITION OF THE WORK TO BE CARRIED OUT**

In a preliminary phase, the Co-contractor will carry out all the project audits that it deems necessary in order to be able to report any anomalies, errors or omissions, not only of the study documents, but also on the job. These audits will include the location of borrowings for foundation materials and deposits of pavement materials.

The other party will present to the Project Manager the results of its comparison of the project with the local conditions and its proposals for a possible modification of the project. Final provisions will then be made by mutual agreement. No execution of the work can be started on a given section until these definitive provisions have been finalized.

The Co-contractor acknowledges having taken into account the time constraints that will be involved in these preliminary phases. It remains understood, however, that the agreement between the parties will have to intervene to the maximum in the ten days which will follow the delivery to the Project Manager of the results of the preparatory works.

This ten (10) day period is extended if the Project Manager deems it necessary to request geotechnical retesting.

### **I.9. WORKS START MEETING**

During the site visit with the company responsible for carrying out the work, the Environmental Protection Unit must be present. The authorities and the population are to be informed of the work that will be carried out and any comments from them should be collected. The information on the work must specify the routes and locations affected by the work and their duration. The Unit will be able, with the help of local NGOs, to sensitize the population to the environmental aspects, and to the human relations between the workers of the company and the population.

## **I. ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

### **II.1. ORIGIN**

Supplies of all materials for earthworks and carriageways or used in the composition of hydraulic works are the responsibility of the other party.

The other party shall make sure with the manufacturers and suppliers that they accept the requirements of this CCTP, both as regards the quality of the materials and products as the conditions of control and testing. The other party must submit the origin of all materials for the execution of this contract to the approval of the Project Manager before their implementation, and in due time, to respect the program of execution of the work.

The other party will justify its request with all the necessary elements: technical specifications, instructions for use and possible contraindications.

The materials for embankments, substitutions, covers of shoulders and the body of road will come from borrowings and careers proposed by the Co-contractor to the approval of the Project Manager. The documentation that will accompany the request must indicate the results of the corresponding tests according to the destination of the materials.

The materials necessary for the construction of the embankments will come from priority, if their qualities allow and unless otherwise specified, of approved loans located at the smallest possible distances from the places of employment: a sketch of the movements of earth will have to be produced by the holder.

The pavement materials will come from deposits or quarries whose position must correspond to the optimal transport economy according to the required geotechnical qualities.

The contractor will have to do at its expense the polls and tests that are necessary to

- Determine the loans and quarries and justify the quality of the materials for which it remains solely responsible for their compliance with the specifications of the market throughout the duration of the project.

These tests will be performed on samples taken at different locations and at different depths of the borrow area. The other party will provide the complete documentation to the Project Manager, who reserves the



right to carry out the additional controls that he deems appropriate, in the site laboratory at the contracting party's expense.

The Project Manager may withdraw its approval if it considers that the deposit no longer provides materials of suitable quality, without the other party claiming any compensation whatsoever.

The other party must also submit to the Project Manager the borrowing sites and obtain approval from them. If the proposed sites, the operating method and the planned developments do not comply with the environmental requirements, the Project Manager will not be able to give its approval and the Co-contractor must either propose other sites or modify the operating method, or propose adjustments that comply with the requirements, without the other party thereby being able to claim any compensation whatsoever.

It will only be able to start borrowing and quarrying after having received written authorization from the Project Manager regarding the Environmental Guidelines.

The other party will bear all the operating expenses of the borrow pits and in particular the opening and the development of the access tracks, the clearing and the deforestation, the removal of the vegetable grounds or unwanted materials and their deposit outside the limits of the loan, as well as the development work concerning the environmental protection prescribed. The removal of land and its disposal shall comply with the environmental requirements (see paragraph II.3.). The drainage of the borrow pits will have to be done efficiently.

All arrangements must be made for runoff to flow normally outside the road right-of-way without causing damage to the waterfront property.

No borrow pits shall be opened below the road within thirty (30) meters of the base of the base, this distance being increased by the depth of the borrow pit. The bottom of the borrowing rooms will be regulated so that the water does not stay near the road. The other party shall be required to carry out at its own expense a water drainage and road protection system (guard ditches, catch basins, under-paved structures) in such a way that it cannot cause run-offs that are harmful to the conservation. later of the road.

During the works, the other party may only modify the origin of the materials of the products manufactured with the written authorization of the Project Manager, provided that the materials and substitutes are of equivalent quality and meet the same requirements concerning their compliance with the standards in force.

## **II.2. QUALITY OF MATERIALS**

The Co-contractor will submit the technical files relating to the quarries and loan areas of materials that he proposes to use. These areas will be those he has himself prospected and studied. In all cases these areas should be located at least 30 meters from the road and 100 meters from houses and waterways.

The Prime Contractor must make known its decision or instructions on the operation of the loan area within 15 days.

The Co-contractor remains solely responsible vis-à-vis the Owner for the provenance, the career search, the quality of materials and their compliance with the requirements of the Market.

### **II.2.0 Granite arena**

These materials will be natural gravels from the deposits indicated by the Owner, if any, and new deposits proposed by the Co-contractor, if they meet the specifications given below, as well as the Environmental Prescriptions. .

#### **ACCEPTABILITY CRITERIA Specifications**

CBR index at 95% of the OPM, 4 days of soaking  $\geq 40$

Maximum dry density at 95% OPM T / m<sup>3</sup>  $\geq 1.8$

Plasticity index  $I_p \leq 25$

Percentage of fines  $< 0.08 \text{ mm } F_{5\leq F\leq 30}$

Plastic module F.IP  $< 500$

Linear swelling%  $< 1$



## **QUALITY CRITERIA**

D max Mm 40

% passing to 10 mm <10 35 – 90

% rising to 5 mm <5 20 – 60

Refusal at 2 mm > 2 10 – 40

### **II.2.2. Stones for masonry**

The rubble for the masonry of the drainage works will come from quarries already exploited or quarries that the contracting party will open after approval of the Project Manager.

The rubble will be compact, without cracking, not subject to flaking, sharp edges. Their shape should be as close as possible to a parallelepiped and be adapted to the type of structure to be built. The quality and shape of the rubble must be approved by the Project Manager.

### **II.2.4. BINDERS**

#### **II.2.4. Cement**

The cements will come from factories approved by the Project Manager and must meet the standards NF P 15-299, NFP 15-300 and NFP 15-301. According to these standards, these cements will be of the CPJ35 type. Any other type of cement will first be subject to approval by the Project Manager, who may ask the other party for the results of the self-checking of the production plant.

The cement must meet the following conditions:

- start of setting exceeding 3 hours,
- End of setting less than 6 hours,
- Hot expansion less than 3 mm,
- Mechanical resistance at 7 and 28 days in accordance with standard NF P 15-451,
- Summary chemical analysis in accordance with standard NF P 15-461.

In all cases, cements of the same specification will come from the same factory.

## **III. MODE OF EXECUTION OF WORK**

### **III.1. FACILITIES**

#### **III.1.1. Site installation**

The other party shall submit the site of its site installations to the authorization of the Project Manager and submit for approval a plan of the installations.

General site facilities and general corporate services include:

- The development of surfaces for the establishment of material storage areas and parking of vehicles
- The establishment of the means of connection: telephone, radio, and guarding
- The supply of water and electricity,
- The construction of the Company premises, housing, offices, workshops, stores, sanitary and social premises for staff if need be,
- The construction of the offices for the control mission if need be:
- Fuel storage facilities,
- The signage of the work, its guarding and its maintenance,
- All other provisions necessary for the proper functioning of the site,
- Disassembly and refolding of facilities,
- The possible displacement as the progress of the project progresses,
- The restoration of the sites in accordance with the environmental requirements, and any other constraints necessary for the proper execution of the works within the given deadlines;

#### **III-1.2 Implantation**



The contractor will provide the research, the necessary formalities, the development, and will cover the costs of land preparation necessary for the establishment of fixed and mobile installations, storage areas, deposits and quarries. The location and development of these lands must be approved by the Project Manager.

Regardless of the choice of the contracting partner for the location of these sites for construction site installations, storage areas or quarries, he will remain fully responsible for the completion of the work within the prescribed time.

The selected site must be at a distance of at least:

- 30 m from the road,
- 50 m from a lake or stream,
- 50 m from the houses.

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

### III.1.3. the Rules

The internal regulations of the site installation must specifically mention the safety rules, prohibit the consumption of alcohol during working hours, prohibit the hunting, the consumption of hunting meat, the use of firewood, raising staff awareness of the danger of Sexually Transmitted Diseases, respect for the habits and customs of the populations and human relations in general.

### III.7 MATERIALS FOR MORTAR, CONCRETE AND CONCRETE

Sand: The sand will come from either rivers or grinding. The sand equivalent will be greater than 80% and the percentage of very fine elements removed by settling should be less than 4%.

#### Sand for mortar:

The proportion of elements retained on the sieve of 35 (sieve of 2.5 mm) must be greater than 10%.

#### Sand for concrete:

The granularity must fit into the following zone:

Module AFNOR Mesh sieves (mm)			Sieve (%)	
38	5	95	-	100
35	2.5	70	-	90
32	1.25	45	-	80
29	0.63	28	-	35
26	0.315	10	-	30
23	0.16	2 - 10		

The Project Manager may request that the sands be washed before their use.

The granularity is controlled by the fineness module (between 2.2 and 2.8) whose value must not deviate by more than 0.20, in absolute value, from the fineness module of the granulate of the study.

It will be planned to carry out a measure of sand equivalent and grain size at each delivery.

Aggregates: They will come from houses or quarries retained by the Co-contractor and approved by the Project Manager. Aggregates must be clean (% of elements removed by decantation less than 2%) and of particle size adapted to their use.

The maximum proportion by weight of aggregates intended for quality concretes passing to the sieve washing of 0,5 shall be less than 1,5%.

Each granulometric composition is proposed by the cocontractor to the approval of the prime contractor, at the same time as the composition of the concrete.

The granularity of the aggregates is fixed at:



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

The weight of aggregates retained on the sieve corresponding to the upper threshold of each granular class is less than ten percent (10%) of the initial weight subjected to screening, and the weight of aggregates passing through the sieve corresponding to the lower threshold is less than five percent (5%) of the initial weight subjected to screening.

#### **IV. EVALUATION METHOD OF WORK**

##### **IV.1. GENERAL CONDITIONS OF EVALUATION**

The services are remunerated to the contracting partner by applying the price of the list to the quantities actually executed, in accordance with the requirements of the contract. These quantities must be recorded and approved by the Engineer.

The contracting partner is deemed to have a perfect knowledge of all the conditions and constraints imposed for the proper execution of the works, and of all the local conditions likely to have an influence on this execution, and in particular:

- The nature and quality of soils and soils,
- Conditions of transport and access to the sites,
- The normal regime of water and rainfall in the project area,
- Exploitable water points.
- It cannot raise any claim based on unforeseen difficulties or constraints, except in the case of force majeure.
- The price of the list pays all expenses related to the proper execution of the work and includes:
  - All labor costs,
  - The expenses involved in the regulations on the health and safety of workers, and the respect of the Highway Code and the Labor Code,
  - The cost of various supplies such as cement, iron, bitumen, fuels, lubricants, ingredients, etc., and their transport to the site whatever their origin and place of supply,
  - The costs of surveying and setting up, reporting and drawing,
  - all costs of prospecting materials, identification of deposits, laboratory tests (including the development of formulations (cold-mix, superficial coatings, bituminous concrete, hydraulic concretes), the test tests provided for in the CPT and the measures necessary to verify the calculations], test plots (foundation, base course, pavement support, rolling course for earth roads, surface coatings, and bituminous concrete) and self-monitoring costs for the work performed,
  - the development costs of the loan and deposit sites, temporary tracks of all kinds for access to quarries, borrowings and water points,
  - the costs of maintaining traffic during the works, including the construction and maintenance of detours, the maintenance of the existing road, the establishment and maintenance of adequate signage, up to provisional acceptance,
  - All costs of site installations, depreciation of equipment and tools, guarding,
  - The removal of all temporary installations and the restoration of the premises,
  - The restoration of the site surroundings,
  - All costs of routing and retrieval of equipment, materials and tools,
  - The incidentals and the costs of the subjections of perfect execution and manufacturing allowing obtaining the qualities defined by the specifications,
  - All the subjections as well as all the hazards, overhead and profit of the Company,
  - All maintenance charges during the warranty period.

The performance of all geotechnical tests and the conformity of the results with the requirements of this CCTP, condition the attachment of the works.

##### **IV.2. DEFINITION OF PRICES**

The unit prices are defined below:

##### **PRELIMINARY WORKS**

**Site installation (Price 001)**



This price includes:

- the preparation of the surfaces, the construction, the fittings of the construction sites, workshops, warehouses, housing, offices and laboratories of the contracting party;
- The supply of drinking water and electrical energy to the site and the disposal of wastewater after degreasing and purification by septic tank,
- The means of communication (telephone, fax, radio, etc.);
- The costs of maintenance, cleaning and operation of premises, workshops and warehouses, including guarding;
- the construction and maintenance of access roads to the site;
- Fuel storage facilities;
- The establishment, control and verification of implementation plans;
- the constraints on carrying out the work under traf,
- Stripping, backfilling, tamping or compaction, reclamation of the surrounding area,
- All executions.

The quantity to be taken into account results from contradictory measurements made in situ.

## **V: ENVIRONMENTAL PROTECTION**

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

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

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

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

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

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

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

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

- Law 76/14 of July 8, amended and supplemented by Law No. 90/021 of August 10, 1990
- Decree 88/772 of 16 May 1988 amended by decree 89/674 of 13 April 1989
- Decree 90/1477 of 9 November 1990

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

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

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



Depot areas should be selected in a manner that does not interfere with the normal flow of water and should be protected from erosion. The contracting party must also obtain approval from the supervisor for the deposit areas (mandatory note verbale recorded in the site report).

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

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

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

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

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

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

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

The other party will ensure during the execution of the works

- The preservation and protection of trees when stacking materials,
- The drainage works necessary to protect the materials put in deposits,
- The conservation of the plantations delimiting the quarry,
- Maintenance of access and service roads.

### **V.4. CONTROL OF VEGETATION**

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

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

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

- trees located in the brush cutter's right-of-way with a diameter measured at one meter above the ground of more than 20 cm: in the event that stump removal cannot be carried out (reconstitution of the stump removal holes with the obligatory filling soil), the trees will be cut to the ground (between 5 and 10 cm).
- trees overlooking the area and threatening to fall on the road and block traffic after a tornado. All the branches overlooking the platform will be cut after approval of the Project Manager in a vertical direction passing through the clearing limit.

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

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



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

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

The contracting party is reminded that article 79 of the framework law NI 96/12 of 5 August 1996 provides for a fine of two million (2,000,000) to five million (5,000,000) CFA francs and a term of imprisonment from six (6) months to one (1) year or one of these two sentences only, for any person who has prevented the accomplishment of the controls and analyzes provided for by the said law and / or its implementing regulations.

Article 83 of the NI 96/12 Framework Law of 5 August 1996 provides for a fine of five hundred thousand (500,000) to two million (2,000,000) CFA francs and a term of imprisonment of six (6) months to one (1) year or both, for any person who operates a facility or uses a personal property in contravention of the provisions of that Act. In case of recidivism, the maximum amount of penalties is doubled.

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

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

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

fic, the necessary provisions for signaling allowing the good flow of traffic and the safety of the worksite;

- The partial or total displacement of these installations during construction;
- Rehabilitation costs after work (road and its environment, base and site facilities, deposits, borrowings and quarries, places of deposit of materials etc.), in accordance with the provisions of the SCC and environmental requirements;
- bringing in and out of the equipment and machinery necessary for the execution of the project;

The fee will be paid at the rate of eighty percent (80%) upon the effective installation of the Company; the remaining twenty percent (20%) will be paid after the withdrawal of the Company's facilities and the delivery of proofing plans.

It is essential that all elements of the site installation, including the fully equipped and functioning laboratory are in place for the 80% package to be paid; a missing item removes the right to payment from the entire package.

Business attention is drawn to the fact that, for a multi-year contract, the cost of the site installation is calculated for all the campaigns corresponding to the firm tranche and the subsequent conditional tranches.

### **200 SERIES – CLEANING**

#### **Cleaning of existing structures (price TM 301)**

This price pays, in the general conditions stipulated in the contract, to the UNITE (U), the cleaning of the sanitation works (H < 1.5 m). He remunerates all the work as described in the CCTP.

It includes

- Manual cleaning and cleaning of the structure,
- The disposal of cleaning and cleaning products,
- Verification of the longitudinal slope of the ditches and outlets compatible with complete water discharge.
- All constraints related to the good flow of water in the structure.

The quantity to be taken into account is the number of works really curates, found contradictorily.

#### **Masonry Stone Gutters Of 130x65**



This price pays to a meter square (m2) the laying of shaped stones with mortar of good quality between all the joints of the stones to make a good bond and to avoid water from penetrating the stone it will be placed on both sides of the road on areas where the concrete bands are place and on some very significant position depending on our means. All existing gutter will be cleaned to permit the free passage of water to the culverts and to shut outs

#### **Reinforced concrete at 350 kg for concrete Band on tracks**

This price pays to the METER CUBE (m3) the manufacture and implementation of reinforced concrete dosed at 350 kg cement per cubic meter of concrete, in accordance with the execution plans approved by the Project Manager and the specifications of this CCTP.

It includes:

- The preparation of the surface to be concreted,
- The supply and transportation of all the materials needed for the manufacture of concrete and their implementation,
- Earthworks including excavations of the surface to give a good anchor for the concrete and the road to avoid crushing by vehicles,
- The manufacture of concretes according to the technical prescriptions including all the subjections of supply and storage of the components,
- The use of concretes, the treatment and smoothing of surfaces



**Document N°. 6**  
**SCHEDULE OF UNIT  
PRICES**



TRONÇON : R0512 MATAZEM-3 CORNERS-ASHONG (45km)

TRONÇON : R0512 ASHONG - GUZANG - MBUNJEI (13km)

TRONÇON : R0512 3-CORNERS-BALI (12km)

**TOTAL 70Km**

N° PRIX	DESIGNATION	UNITE	QTE	AMT IN FIGURES	AMT IN WORDS
<b>SERIE 000: INSTALLATION DE CHANTIER</b>					
TM'001	Installation de chantier	Fft	1.00		
TM002	Amenée et repli du matériel	Fft	1.00		
TM003	Etude d'execution, projet d'execution et plan de recolement	Fft	1.00		
TM004	Mission de Controle	Fft	1.00		
<b>SOUS - TOTAL SERIE 000</b>					
<b>SERIE 100: TERRASSEMENTS ET CHAUSSEES</b>					
TM101	Débroussaillage	m²	224,000		
TM108a	Remblai provenant d'emprunt en graveleux naturels	m3	8,400		
TM109	Purges	m3	240		
TM110	Mise en forme de la plateforme	m²	336,000		
TM113	Curage et remise en forme des fossés et exutoires	ml	7,278		
TM114b	Création des fossée en terre et exutoires	ml	4,852		
TM115	Couche de roulement	m3	12,600		
TM117	Plus value aux prix 108a et 115 pour transport au delà de 5 km	m3*km	21,000		
<b>SOUS - TOTAL SERIE 100</b>					
<b>SERIE 300: ASSAINISSEMENT ET DRAINAGE</b>					
TM301	Curage de buses et dalots H< 1,5 m	u	8.00		
TM308a	Fourniture et pose buse métallique Ø 800	ml	12.60		
TM308b	Fourniture et pose buse métallique Ø 1000	ml	12.60		
TM309a	Puisard en maçonnerie pour buse Ø 800	u	2.00		
TM309b	Puisard en maçonnerie pour buse Ø 1000	u	2.00		



TM310a	Têtes en maçonnerie pour buse Ø 800	u	2.00		
TM310b	Têtes en maçonnerie pour buse Ø 1000	u	2.00		
TM313	Fossés maçonnés 130*65 cm	ml	1213.00		

### **SOUS -TOTAL SERIE 300**

### **SERIE 600: MAINTENANCE DE LA CIRCULATION**

TM601	Construction des barrières de pluies	U	4.00	450,000	
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### **SOUS-TOTAL SERIE 600**

<b>Montant Total HTVA</b>		
<b>TVA (19,25% HT)</b>		
<b>MONTANT TOTAL TTC</b>		
<b>AIR (2,2% HT)</b>		
<b>Net à mandater</b>		



**Document N°. 7**  
**BILL OF QUANTITIES AND ESTIMATES**



TRONÇON : R0512 MATAZEM-3 CORNERS-ASHONG (45km)

TRONÇON : R0512 ASHONG - GUZANG - MBUNJEI (13km)

TRONÇON : R0512 3-CORNERS-BALI (12km)

**TOTAL 70Km**

N° PRIX	DESIGNATION	UNITE	QTE	UNIT PRICE	TOTAL
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**SERIE 000: INSTALLATION DE CHANTIER**

TM'001	Installation de chantier	Fft	1.00		
TM002	Amenée et repli du matériel	Fft	1.00		
TM003	Etude d'exécution, projet d'exécution et plan de recolement	Fft	1.00		
TM004	Mission de Controle	Fft	1.00		

**SOUS - TOTAL SERIE 000**

**SERIE 100: TERRASSEMENTS ET CHAUSSEES**

TM101	Débroussaillage	m²	224,000		
TM108a	Remblai provenant d'emprunt en graveleux naturels	m3	8,400		
TM109	Purges	m3	240		
TM110	Mise en forme de la plateforme	m²	336,000		
TM113	Curage et remise en forme des fossés et exutoires	ml	7,278		
TM114b	Création des fossée en terre et exutoires	ml	4,852		
TM115	Couche de roulement	m3	12,600		
TM117	Plus value aux prix 108a et 115 pour transport au delà de 5 km	m3*km	21,000		

**SOUS - TOTAL SERIE 100**

**SERIE 300: ASSAINISSEMENT ET DRAINAGE**

TM301	Curage de buses et dalots H< 1,5 m	u	8.00		
TM308a	Fourniture et pose buse métallique Ø 800	ml	12.60		
TM308b	Fourniture et pose buse métallique Ø 1000	ml	12.60		
TM309a	Puisard en maçonnerie pour buse Ø 800	u	2.00		
TM309b	Puisard en maçonnerie pour buse Ø 1000	u	2.00		



TM310a	Têtes en maçonnerie pour buse Ø 800	u	2.00		
TM310b	Têtes en maçonnerie pour buse Ø 1000	u	2.00		
TM313	Fossés maçonnés 130*65 cm	ml	1213.00		

### SOUS -TOTAL SERIE 300

### SERIE 600: MAINTENANCE DE LA CIRCULATION

TM601	Construction des barrières de pluies	U	4.00	450,000	
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### SOUS-TOTAL SERIE 600

Montant Total HTVA		
TVA (19,25% HT)		
MONTANT TOTAL TTC		
AIR (2,2% HT)		
Net à mandater		