

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)*

No - - 03 /ONIT/NWRA/ITB/2025 OF 08104 2025 FOR THE
CONTROL AND SUPERVISION OF THE CONSTRUCTION OF A
RETAINING WALL AT NKONYI TO PROTECT THE ROAD SECTION
BOYUI AT PK 49+200 ON THE BAMBUI-FUNDONG ROAD

FUNDING: BIP 2025

IMPUTATION:

FINANCIAL YEAR 2025

Re 09 04 25

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Document No 1

Tender Notice

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

NORTH-WEST REGIONAL
COUNCIL

REGIONAL EXECUTIVE COUNCIL

PEACE-JUSTICE-UNITY-HARD
WORK- SOLIDARITY

NORTH WEST REGIONAL ASSEMBLY
INTERNAL TENDERS



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

ASSEMBLEE REGIONALE DU
NORD-OUEST

CONSEIL EXECUTIF REGIONAL

PAIX-JUSTICE-UNITE-TRAVAIL-
SOLIDARITE

INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

N°..... ONIT/NWRA/ITB/2025 OF/...../2025
FOR THE CONTROL AND SUPERVISION OF THE CONSTRUCTION OF A RETAINING WALL AT NKONYI
TO PROTECT THE ROAD SECTION BOYUI AT PK 49+200 ON THE BAMBUI-FUNDONG ROAD

FUNDING: Public Investment Budget of 2025 assigned to the North West
Regional Assembly

1. Subject of the Tender Notice:

Within the framework of the execution of Public Investment Budget of 2025 assigned to the North West Regional Assembly, the President of the North West Regional Assembly, Contracting Authority, hereby launches, an Open National Invitation to Tender for the control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui-Fundong road

2. Nature of services;

The services of this contract comprise notably: The control and supervision of the construction of the construction of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui-Fundong road. (See details in the Terms of Reference)

3. Delivery deadline;

The maximum deadline provided by the Project Owner for the rendering of the services subject of this invitation to tender is Eight (8) months from the date of notification for this contract to begin the services.

4. Allotment

The project is in a single lot.

5. Estimated cost

The estimated cost after preliminary studies is Thirty Million (30,000,000) FCFA All Tax inclusive.

6. Participation and origin

Participation in this invitation to tender is Open to all Enterprises of Cameroonian Nationality who are in compliance with the regulations in force.

7. Financing

Services that form the subject to this invitation to tender shall be financed by MINTP Fond-Routier budget 2025.

8. Consultation of tender file:

The file may be consulted during working hours at the Directorate of General Affairs of the North West Regional Assembly (Tel N° 233360092) or using the address www.marchespublics.cm, as soon as this notice is published.

9. Acquisition of tender file:

The file may be obtained from the Directorate of General Affairs of the North West Regional Assembly (Tel N° 233360092/673007649) or using the address www.marchepublics.com as soon as this notice is published against payment of a non-refundable sum of Fifty Thousand (50,000) Francs CFA into the North West Regional Assembly treasurer's office,., representing the cost of purchasing the tender file.

10. Submission of bids:

10.1 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° 233360092), not later than 04/05/2025 at 10:00am noon local time and should carry the inscription:

“OPEN NATIONAL INVITATION TO TENDER
N°.... ONIT/NWRA/ITB/2025 OF THE .../.../2025 FOR THE CONTROL AND
SUPERVISION OF THE CONSTRUCTION OF A RETAINING WALL AT NKONYI TO
PROTECT THE ROAD SECTION BOYUI AT PK 49+200 ON THE BAMBUI-FUNDONG
ROAD”

“To be opened only during the bid-opening session”

10.2 ONLINE SUBMISSION

For online submission, the tender must be submitted by the tenderer on the COLEPS platform not later than 02/05/2025 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;

- 5MB for administrative offers;
- 15MB for the technical offers;
- 5 MB for the financial offers.

Supported formats shall include:

- PDF formats for texts documents
- JPEG formats for images

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

11. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 11 of the Tender File, of an amount of Six Hundred Thousand (600,000) FCFA and valid for thirty (30) days beyond the date of validity of bids.

12. Admissibility of bids:

Subject to being rejected, documents in the administrative file must include only originals or true copies certified by the issuing service or competent administrative authorities in accordance with the Special Regulations of the invitation to tender. These documents must be less than three (3) months old or established after the signing of the tender notice.

Any bid not in conformity with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance or the non-respect of the models of the tender file documents shall lead to a pure and simple rejection of the bid.

Bids that do not respect the method of separating the financial offer from administrative and technical offers will be inadmissible.

13. Opening of bids:

The bids shall be opened in two phases. The opening of the administrative file and the technical bid shall first take place followed by the opening of the financial bids of bidders who obtained the required minimum technical score.

The Administrative and Technical Bids shall be opened on the 02 / 05 / 2025 at 11:00 AM in the conference hall of the North West Regional Assembly, by the North West Regional Assembly Internal Tender's Board, in the presence of the bidders or their mandated representatives with full knowledge of the files if they so desire.

The opening of the financial bids shall take place at the end of the technical analysis and shall only concern bidders who obtained the minimum required score of 75%. The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed model submission.

Only bidders may attend or be represented by a duly mandated person.

14. Evaluation criteria

14.1 Eliminary criteria

These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They shall not be subject to scoring. The non-respect of one of these criteria shall lead to the rejection of the bid by the North West Regional Assembly Internal Tenders' Board. They include notably:

1. Absence or non-conformity of an element in the administrative file not regularized after 48 hours from the time of opening of bids;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark 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.

9. Non respect of the method of separating the financial offer from administrative and technical offers;
10. Non separation of the Reference Financial offer from the financial offer
(See Art. 91 of Circular No 00001/PR/MINMAP/CAB of 25/14/2022 on the text of application of the Public Contracts Code);
11. Submission of insufficient number of bids or the lake of the original copy of bids.
12. Failure to provide a backup copy of offers on time;
13. Failure to comply with the of file format and size for online submission

14.2 *Essential criteria*

The technical bids shall be graded following the essential criteria shown below :

a.	Presentation of the bid	05 points
b.	Pre-financing	20 points
c.	Organization, methodology and planning of execution of services	25 points
d.	Qualification of the experts and their experiences in the field of the mission and technical equipment to be used	40 points
e.	References	05 points
	TOTAL	100 points

15. Award

The Contract shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the best bidder and technical quality, relative to article 99a of the public contracts code.

16. Validity of offers

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

17. Complementary information

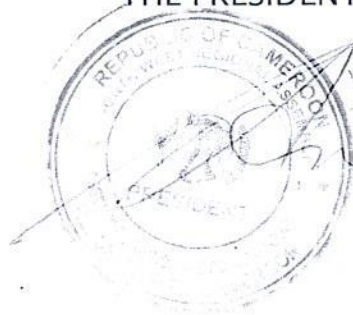
Complementary information may be obtained during working hours from the Services of the Director of General Affaires of the North West Regional Assembly (Tel N° 233360092).

Bamenda the 08 AVR 2025

THE PRESIDENT OF THE REGIONAL ASSEMBLY

Circular copies

- RD/MINMAP/NW;
- ARMP
- President ITB;
- Notice Board;
- Chrono



Fru Sobuzshi Angwafo III
President North - West Regional
Executive Council

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH-WEST REGIONAL ASSEMBLY

REGIONAL EXECUTIVE COUNCIL

PEACE-JUSTICE-UNITY-HARD WORK-
SOLIDARITY

NORTH WEST REGIONAL ASSEMBLY
INTERNAL TENDERS



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

ASSEMBLEE REGIONALE DU NORD-
OUEST

CONSEIL EXECUTIF REGIONAL

PAIX-JUSTICE-UNITE-TRAVAIL-
SOLIDARITE

INTERNAL TENDERS BOARD

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 03 / AONO/ARNO/CIPM/2025 DU
04 / 04 / 2025 POUR LLA MAITRISE D'ŒUVRE POUR LES TRAVAUX DE
CONSTRUCTION D'UN MUR DE SOUTÈNEMENT A NJONYI POUR PROTEGER LE
TRONCON DE ROUTE BOYUI AU PK 49-200 SUR LA ROUTE BAMBUI-FUNDONG

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

1. Objet de l'Appel d'Offres

Dans le cadre de l'exercice budgétaire 2025 alloué à l'Assemblée Régionale de Nord-Ouest, le Président de l'Assemblée Régionale du Nord-Ouest, le Président de l'Assemblée Régionale du Nord-Ouest, Autorité Contractante lance, un avis d'appel d'offres national ouvert POUR LLA MAITRISE D'ŒUVRE POUR LES TRAVAUX DE CONSTRUCTION D'UN MUR DE SOUTÈNEMENT A NJONYI POUR PROTEGER LE TRONCON DE ROUTE BOYUI AU PK 49-200 SUR LA ROUTE BAMBUI-FUNDONG

2. Consistance des prestations

Les prestations du présent marché comprennent POUR LLA MAITRISE D'ŒUVRE POUR LES TRAVAUX DE CONSTRUCTION D'UN MUR DE SOUTÈNEMENT A NJONYI POUR PROTEGER LE TRONCON DE ROUTE BOYUI AU PK 49-200 SUR LA ROUTE BAMBUI-FUNDONG «Voir caractéristiques page 14 point 3.3 description technique».

3. Délais de livraison

Le délai maximum prévu par le Maître d'ouvrage pour la prestation des services objet du présent appel d'offres est de Huit (08) mois à compter de la date de notification de l'ordre de service de commencer l'exécution du contrat.

4 Allotissement

Lot unique

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de trente millions (30,000,000) FCFA Toutes Taxes Comprises réparties.

6. Participation et origine

La participation au marché est ouverte à égalité des conditions, à toutes les entreprises basées au Cameroun et remplissant les conditions nécessaires les autorisant à participer à la invitation d'offres référant au document No 2 dudit appel d'offres

7. Financement

Les prestations objet du présent appel d'offres sont financées par le Budget MINTP Fond Routier au titre de l'exercice 2025

8. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au bureau du Directeur d'Affaire General à l'Assemblée Régional de Nord-Ouest (Tel N° 233360092) ou en utilisant l'adresse www.marchespublics.cm dès Publication du présent avis.

9. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux services des services de Directeur d'Affaire General à l'Assemblée Régional de Nord-Ouest (Tel N° 233360092) dès publication du présent avis ou en utilisant l'adresse www.marchespublics.cm, contre versement d'une somme non remboursable de la somme non remboursable de cinquante mille (50,000) Francs CFA à la trésorerie de l'Assemblée Régionale du Nord-Ouest, représentant le coût d'achat du dossier d'appel d'offres.

10. Remise des offres

10.1 Soumission hors lign :

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 au Services de Directeur d'Affaire General à l'Assemblée Régional de Nord-Ouest (Tel N° 233360092), au plus tard le 22/08/2025 à 10 h 00, heure locale et devra porter la mention suivante:

«AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N°...../AONO/ARNO/CIPM/2025 DU .../...../2025 POUR LLA MAITRISE D'ŒUVRE
POUR LES TRAVAUX DE CONSTRUCTION D'UN MUR DE SOUTÈNEMENT A NJONYI
POUR PROTEGER LE TRONCON DE ROUTE BOYUI AU PK 49-200 SUR LA ROUTE
BAMBUI-FUNDONG»

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

10.2 Soumissions en ligne :

Pour la soumission en ligne, l'offre doit être soumise par le soumissionnaire sur la plateforme COLEPS au plus tard le 02/05/2025a 10h 00. 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 le enchères en ligne, la taille maximale de documents qui seront téléchargés sur la plateforme et constituant l'offre du soumissionnaire sera de :

- 5 Mo pour les offres administrative,
 - 15 Mo pour les offres Technique,
 - 5 Mo pour les offres financements,
- Le formats pris en charge doivent inclure :
- Formats PDF pour documents textes,
 - Formats JPEG pour les images

Le soumissionnaire devra utiliser un logiciel de compression pour reduire la taille du fichier a soumettre.

11. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO d'un montant Six cent mille (600,000) FCFA et valable pendant trente (30) jours au-delà de la date (limite) de validité des offres.

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 autorité administrative compétente, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois-(03) mois ou avoir été établies postérieurement à la date de signature de l'avis d'appel d'offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère

chargé des Finances.

13. Ouverture des plis

L'ouverture des plis se fera en deux temps.

L'ouverture des pièces administratives et des offres techniques aura lieu le à 11.00 heures dans la salle de conférence de la Assemblée Régionale du Nord-Ouest située à Up Station par la Commission de Passation en présence des soumissionnaires

L'ouverture des offres financières aura lieu à l'issue de l'analyse technique et ne concernera que les soumissionnaires ayant obtenu la note minimale requise de 75%. Les offres seront évaluées hors TVA et toutes taxes comprises (TTC) et accompagnées d'un modèle de soumission signé.

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

14. Critères d'évaluation

14.1 Critères éliminatoires

Il s'agit notamment:

1. Absence ou non-conformité d'une pièce administrative non fourni après 48h d'ouverture;
2. Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
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 en 2025 ;
9. Les offres qui ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques ;
10. Non présentation ou séparation de l'offre Financière de Référence des offres Financières, Administratives et Techniques ;
11. Présentation d'un nombre insuffisant d'offres ou manque de la copie originale des offres ;

12. Non fourniture d'une copie de sauvegarde des offres dans les délais ;
13. Non respect du format du type de fichier et de la taille pour la soumission en ligne

14.2. Critères essentiels

offres techniques seront notées suivant les critères essentiels ci-après :

a.	Présentation du dossier	05 points
b.	Compréhension du travail demandé (Observations sur les TDR, Organisation, Méthodologie d'exécution des prestations et Planning de réalisation)	20 points
c.	Expérience générale du consultant dans les prestations similaires	05 points
d.	Références du consultant pour les missions similaires : joindre les contrats (première et dernière pages avec PV de réception)	15 points
e.	Qualification du personnel spécialisé dans le domaine de la mission	50 points
f.	Moyens techniques et matériels à mettre en place	05 points
	TOTAL	100 points

15. ATTRIBUTION

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la mieux-disant, conformément à l'article 99(a) du Code des lettres commandées Publiques.

16. Durée de validité des offres

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

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès des services de Directeur d'Affaires Générales à l'Assemblée Régionale de Nord-Ouest (Tel N° 233360092)

Fait à Bamenda, le 08 AVR 2025

Le Président de l'Assemblée Régionale du Nord-Ouest

Ampliations :

- DR/MINMAP/NO;
- ARMP;
- Président CIPM;
- Affich



Fra Fobazhi Angwafo III
President North - West Regional
Executive Council

Document No. 2:

General Regulations of the invitation to tender

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General regulations of the invitation to tender

1. General

- 1.1 The Contracting Authority selects a service provider in accordance with the selection method specified in the Special Regulations of the invitation to tender.
- 1.2 Candidates are invited to submit an administrative file, a technical bid and a financial bid for the provision of the services necessary for the accomplishment of the mission stated in the Terms of Reference. The proposal shall serve as base for negotiation of the contractual terms and eventually the signing of the contract with the candidate retained.
- 1.3 The mission shall be accomplished in accordance with the calendar indicated in the Terms of Reference. Where the mission involves several phases, the performance of the service provider during this phase should satisfy the Project Owner before the next phase commences.
- 1.4 Candidates must be acquainted with the local conditions and take them into account in preparing their bids. To receive first-hand information on the mission and local conditions, candidates are advised, prior to submitting their offers, to take part in the preparatory conference before the preparation of proposals, if the Special Regulations provide for one. But participation in such a conference is not obligatory. Representatives of the candidates must contact officials mentioned in the Special Regulations to organise a visit or obtain complementary information on the preparatory conference. Candidates must ensure that officials are informed of their visit at the required time to take the appropriate measures.
- 1.5 The Project Owner shall furnish the information specified in the Terms of Reference, help the service provider to obtain the licences and permits

necessary for the provision of the services and furnish the related data and reports on the project.

1.6 It should be noted that:

- i) costs for preparing the bids and negotiation of the contract, including the visit to the Project Owner are not considered as direct costs of the mission and are therefore not reimbursable; and that
- ii) the Contracting Authority is not bound to accept any of the bids which would have been submitted.

1.7 Service providers shall furnish objective, impartial and professional counsel; in all circumstances, they shall defend the interest of the Project Owner without consideration of an ulterior mission and scrupulously avoid any possibility of conflict of interest with other activities or with the interests of their enterprise. Service providers must not be engaged for missions which would be incompatible with their present or past mission towards other Project Owners or which would risk making it impossible for them to execute their task to the best interest of the Project Owner.

1.7.1 Without prejudice to the general character of this rule, service providers shall not be bound by the circumstances stipulated hereunder:

- a) No enterprise engaged by the Contracting Authority shall supply goods and services or provide services for a project, nor shall any enterprise affiliated to it be accepted to provide advisory services for the same project. Equally, no design office engaged to supply consultancy services in view of the preparation or execution of a project nor shall any enterprise affiliated to it, eventually be admitted to supply goods, provide services or execute services linked to its initial mission for the same project (unless it is a continuation of the same project).

b) Neither the service providers nor enterprises affiliated to them can be engaged for a mission which, by its nature, risks being incompatible with another of its missions.

1.7.2 As indicated in paragraph 1.7.1(a) above, service providers may be engaged to perform service downstream where it is essential to ensure some continuity, in which case the Special Regulations must state this possibility and the criteria used in the selection of the service provider must take into account the possibility of renewal. It is exclusively up to the Project Owner to decide to execute or not the activities downstream and if in the affirmative, to determine which service provider shall be engaged to this end.

1.8 The Contracting Authority requires of its bidders and contractors that they strictly respect the rules of professional ethics during the award and execution of these contracts. By virtue of this principle, the Contracting Authority:

a) For purposes of this clause, defines the expressions below in the following manner:

- i) is guilty of "corruption" anyone who offers, gives, solicits or accepts any advantage in view of influencing the action of a public employee during the award or execution of a contract;
- ii) is involved in "fraudulent manoeuvres" anyone who deforms or distorts facts in order to influence the award or execution of a contract;
- iii) "collusion" refers to any form of agreement between two or several bidders (whether the Contracting Authority has knowledge of it or not) aimed at artificially maintaining the price of bids at levels that do not correspond to those that will result from competition;

iv) and “coercive practices” refer to any form of attack on persons or their property or threats against them in order to influence their action in the award or execution of a contract;

b) May reject an award proposal if it determines that the proposed winner is directly or through an agent, guilty of corruption was involved in fraudulent manoeuvres, collusion or coercive practices for the award of the contract.

1.9 Candidates shall communicate information on commissions and bonuses possibly paid or to be paid to agents in relation to this bids and the execution of the contract if it is awarded to the candidate, as requested in the financial bid form ((Tender Letter).

1.10 Candidates must not have been excluded from being awarded contracts because of corruption or fraudulent manoeuvres.

2. Clarifications and amendments done on the Tender File and complaint

2.1 Candidates have up to a date specified in the Special Regulations to request for clarifications on any of the documents of the Tender File. Any request for clarifications must be in writing and forwarded by mail, fax, or electronic mail to the address of the Contracting Authority with a copy to the Project Owner found in the Special Regulations. The Contracting Authority gives his response by mail, fax or electronic mail to all candidates who bought the tender file and sends a copy of the response (by attaching an explanation of the request for clarification, without identifying the origin) to all those who intend to tender.

2.2 At any moment before the submission of bids, the Contracting Authority may, for whatever reason, either at his own initiative, either in reply to a request for clarification from a candidate invited to tender, amend documents of the Tender File by way of an addendum. Any amendment is published in writing in the form

of an addendum. The addenda are communicated by postal mail, fax or electronic mail to all the candidates requested and are obligatory on them. At his convenience, the Contracting Authority may postpone the date for the submission of bids.

2.3 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may petition the Contracting Authority.

2.4 The petition must be addressed to the Minister in charge of Public Contracts with a copy to the Contracting Authority and the body in charge of the regulation of public contracts and to the chairperson of the Tenders Board.

It must reach not later than five (5) days before the opening of bids.

2.5 The Contracting Authority has five (5) days to react. The copy of the reaction shall be transmitted to the body in charge of the regulation of public contracts.

3. Establishment of proposals

3.1 Candidates are bound to submit bids in the language(s) indicated in the Special Regulations.

Technical proposal

3.2 During the preparation of the technical bid, candidates are supposed to examine in detail the documents that make up the consultation file. The blatant insufficiency of the information furnished may lead to the rejection of a bid.

During the preparation of the technical bid candidates must pay particular attention to the following considerations:

- i) The candidate who thinks he does not have all the necessary skills for the mission may obtain them by associating with one or several individual candidates and/or other candidates in the form of joint-venture or sub-contracting as the case may be. Candidates may only enter into joint venture

with other candidates solicited for this mission with the approval of the Contracting Authority as indicated in the Special Regulations. Candidates are encouraged to seek the participation of national candidates by concluding joint venture agreements (notarised agreements) with them or subcontracting part of their mission to them.

- ii) For missions based on work time, the estimate of the work time shall be provided for in the Special Regulations. Meanwhile, the bid must be based on the estimation done by the candidate of the work time put in by the personnel.
- iii) It is recommended that the proposed specialised personnel make up the majority of the candidate's permanent staff or have a stable long standing working relation with the candidate.
- iv) The proposed specialised personnel must have at least the experience indicated in the Special Regulations, experience which it would have acquired in similar working conditions in the country where the mission will take place.
- v) No choice of specialised personnel may be proposed and only one curriculum vitae (CV) per job position shall be authorised.

3.3 Reports to be produced by candidates within the framework of this mission must be written in the language(s) stipulated in the Special Regulations. It is recommended the candidate's personnel should have a good practical mastery of English and French.

3.4 The candidate's technical offer with the help of the attached tables should provide the following information (Document No. 4):

- i) A brief description of the candidate and a general idea of his recent experience within the framework of similar missions (Table 4B). For each of them, this summary must especially indicate the characteristics of the

proposed personnel, the duration of the mission, the amount of the contract and the share of the candidate.

- ii) All possible observations or suggestions on the Terms of Reference, data, services and installations must be furnished by the Contracting Authority (Table 4C).
- iii) A description of the methodology and work plan proposed to accomplish the mission (Table 4D).
- iv) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 4E).
- v) Recent curricula vitae signed by the proposed specialised personnel and the representative of the candidate empowered to submit the proposal (4F). In the key information must feature for each, the number of years of experience of the candidate and the scope of responsibilities exercised within the framework of the various missions during the past ten (10) years.
- vi) Estimates of the contribution by the personnel (senior and support staff, time), necessary for the accomplishment of the mission, justified by bar diagrams, indicating the work time provided for each senior staff of the team (Tables 4E and 4G).
- vii) A detailed description of the method, personnel strength and follow-up envisaged for training, if the Special Regulations state that this is a major element of the mission.
- viii) Any other information requested in the Special Regulations.

3.5 The technical proposal must not include any financial information.

Financial proposal

- 3.6 The financial bid must be established using model tables (Document No. 5). It lists all the related costs of the mission. If need be, all the costs may be distributed by activity.
- 3.7 The financial bid must separately present taxes, duties (including social security contributions), rates and other applicable tax costs by virtue of the laws in force on the candidates, sub-contractors and their personnel (other than citizens or permanent residents of Cameroon), except otherwise indicated in the Special Regulations of the Invitation to Tender.
- 3.8 Candidates must indicate the price of their services in the currency (ies) specified in the Special Regulations.
- 3.9 Commissions and bonuses paid to be paid eventually by the candidates in relation to their mission shall be specified in the submission letter of the financial bid (Section 5.A).
- 3.10 The Special Regulations of the invitation to tender indicates the duration of the validity of the bids from the date of submission. During this period, candidates must make available the specialised personnel proposed for the mission. The Contracting Authority in relation with the Project Owner shall do everything possible to conclude the negotiations within the time limit. If he intends to extend the validity of the bids, candidates who do not want it are justified in refusing such an extension.
4. Submission, reception and opening of bids
 - 4.1 The original of the bid must be in indelible ink. It should have no additions between the lines or overloading on the same text. Except only to correct possible mistakes made by the candidate himself, any correction of this type must be initialled by signatory (ies) of the bids.

- 4.2 A representative duly authorised by the candidate must initial all the pages of the bid. This authorisation must be confirmed by a written power of attorney attached to the bid.
- 4.3 For each proposal, the candidates must prepare the number of copies indicated in the Special Regulations of the invitation to tender. Each technical and financial bid must bear the inscription "ORIGINAL" or "COPY" as the case may be. In case of discrepancy between the copies of the bids, it is the original copy that shall be considered as authentic.
- 4.4 Candidates must put the original and all the copies of the administrative documents listed in the Special Regulations in one envelope bearing the inscription "ADMINISTRATIVE DOCUMENTS", the original and all the copies of the technical bid in an envelope clearly bearing the inscription "TECHNICAL BID" and the original and all the copies of the financial offer in a sealed envelope clearly bearing the inscription "FINANCIAL BID" and the warning "TO BE OPENED TOGETHER WITH THE TECHNICAL BID" Candidates should then put all the three (03) envelopes in the same sealed envelope which bears the address where the bids are deposited and the information indicated in the Special Regulations, as well as the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION".
- 4.5 The bid bond may be seized:
- a) if the bidder withdraws his offer during the period of validity,
 - b) if the preferred bidder:
 - i) fails in his obligation to subscribe the contract or,
 - ii) fails in his obligation to furnish the final bond required;
 - iii) refuses to receive notification of the contract

4.6 The duly established administrative file, the technical and financial bids must be submitted to the address indicated not later than the date and time stated in the Special Regulations. Any bid received after the deadline for submission of bids shall be returned to the sender unopened.

4.7 As soon as the time limit for the submission of bids expires, the administrative and technical files are opened by the Tenders Board. The financial bid remains sealed and is handed over to the chairperson of the competent Tenders Board who keeps it until the session for the opening of financial bids.

5. Evaluation of proposals

General

5.1 Bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for issues having to do with their offers between the opening of bids and the award of the contract.

5.2 Any attempt made by any bidder to influence the proposals of the Tenders Board relating to the evaluation and comparison of bids or decisions of the Contracting Authority in view of the award of a contract may lead to the rejection of his offer.

Evaluation of technical bids

5.3 The Evaluation sub-committee set up by the Tenders Board , evaluates the technical bids on the basis of their compliance with the Terms of Reference, with the help of evaluation criteria, sub-criteria (generally, not more than three per criterion) and of the points system specified in the Special Regulations. Each compliant bid is attributed a technical score (Ts). A bid is rejected at this stage if it does not satisfy the important aspects of the

Terms of Reference or does not obtain the minimum technical score mentioned in the Special Regulations.

- 5.4 At the end of the evaluation of the technical quality, the Contracting Authority notifies the bidders whose bids did not obtain the minimum quality score that their bids were not retained; their financial bids are returned to them at the end of the selection process unopened. At the same time, the Contracting Authority notifies candidates who obtained the minimum qualification score and informs them of the date, time and venue of the opening of the financial bids.. This notification may be addressed to them by registered mail, fax or electronic mail.

Opening and evaluation of financial bids

- 5.5 The financial bids are opened by the Tenders Board in the presence of representatives of the candidates which wish to attend. The name of the candidate and the proposed price are read out loud and entered in writing during the opening of the financial bids. The Contracting Authority takes down minutes of the opening session.
- 5.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately puts at the disposal of the focal point designated by ARMP, an initialled copy of the bids submitted by bidders.
- 5.7 In case of petition, it must be addressed to the Minister in charge of Public Contracts with copies to the body in charge of regulation of public contracts and the Project Owner or Delegated Project Owner.

It must reach within a maximum deadline of three (03) 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 complainant and possibly by the chairperson of the Tenders Board.

The Independent Observer shall attach to his report the sheet handed to him, with related comments or observations.

- 5.8 The Evaluation sub-committee shall determine if the financial bids are complete (that is, if all the elements of the corresponding technical proposal have been costed; shall correct any calculation error and shall convert the prices expressed in various currencies into the currency mentioned in the Special Regulations. The official exchange rate used to this effect furnished by the Bank of Central African States (BEAC) shall be those in force on the deadline for the submission of bids. The evaluation is done without taking into account the dues, taxes and other taxes as defined in paragraph 3.7.
- 5.9 In case of quality-cost selection, the compliant lowest financial bid (fm) shall be awarded a financial score (sf) of 100 points. The financial scores (sf) of other bids shall be calculated as indicated in the Special Regulations. The bids are classified in relation to their combined technical scores (st) and financial scores (sf) after introduction of weights (T being the weight attributed to the technical bid and P the weight attributed to the financial bid; $T + P$ being equal to 100, as indicated in the Special Regulations. The candidate with the highest combined technical and financial score is then invited for negotiations.
- 5.10 In case of selection within the framework of a determined budget, the Evaluation sub-committee shall retain the consultant with the best technical bid within the limits of the budget ("evaluated price"). The bids above this budget shall be rejected. In case of least cost selection, the client or Contracting Authority shall retain the lowest bid ("evaluated price") among those which obtained the minimum required score. In the two cases, the selected consultant shall be invited for negotiations.

6. Negotiations

- 6.1 Negotiations may take place at the address indicated in the Special Regulations between the Contracting Authority and/or Project Owner and the candidate whose offer is retained, the objective being to reach an agreement on all the points and signing a contract.

In no case shall there be concomitant negotiations with more than one candidate. These negotiations which must have nothing to do with the unit prices must culminate in minutes signed by the two parties.

- 6.2 Negotiations shall involve discussions on the technical proposal, the proposed methodology (work plan), personnel and any suggestion made by the candidate to improve on the Terms of Reference. The Contracting Authority and/or Project Owner the candidate shall then draw up the final Terms of Reference, the bar diagrams indicating the activities, the personnel used, and the time spent on the field and at the head office, time spent monthly on work, logistics and the regulations for writing reports. The work plan and the final Terms of Reference which were agreed upon are then integrated into the "Description of Services" which shall be part of the contract. Care should be taken to obtain as much as possible from the candidate within the limits of the budget and to clearly define the inputs which the project Owner must furnish to ensure the proper execution of the mission.

- 6.3 Financial negotiations especially shall aim at specifying (where need be) the candidate's tax obligations in the Republic of Cameroon and the manner in which these obligations are taken into account in the contract; they shall also integrate the agreed technical modifications into the cost of services. Except under exceptional circumstances, financial negotiations shall have

nothing to do either with the rate of remuneration of the personnel (no breakdown of rates) or on other unit rates, whatever the method of selection.

6.4 Having based its choice of a candidate, among other things, on an evaluation of the proposed specialised personnel, the Contracting Authority shall be expected to negotiate the contract on the basis of the experts whose names feature on the proposal. Prior to the negotiation of the contract, the Contracting Authority shall insist on the assurance that these experts are effectively available. The Contracting Authority shall not take into account the replacement of this personnel during negotiations, except if the two parties agree that this replacement was rendered unavoidable because a major delay in the selection process or that these replacements are indispensable in the realisation of the objectives of the mission. If this is not the case and if it is established that the candidate proposed a key person without being sure of his availability, the company may be disqualified.

6.5 The negotiations shall culminate in the examination of the draft contract. The candidate and the Contracting Authority shall conclude by initialling the agreed contract. If the negotiations fail, the Contracting Authority shall invite the candidate whose bid was placed second for negotiations.

7. Award of the contract

7.1 Once the negotiations are over, the Contracting Authority shall award and publish the results.

7.2 The successful bidder is supposed to start his mission on the date and time specified in the Special Regulations.

8. Publication of results of award and petitions

8.1 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.

8.2 The Contracting Authority shall be bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

8.3 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 of public contracts shall be kept.

8.4 In case of complaint as provided for by the Public Contracts Code, it should be addressed to the Minister of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Project Owner and the chairperson of the Tenders Board.

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

9. Confidentiality

No information concerning the evaluation of the bids and the recommendations for award must be communicated to the bidders who submitted a tender or any other person who was not qualified to take part in the selection procedure, as long as the award has not been notified to the successful bidder.

10. Signing of the contract

- 10.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board concerned for examination and adoption.
- 10.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 10.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

11. Final Bond

- 11.1 Within twenty (20) days of the notification by the Contracting Authority, the service provider shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 11.2 The bond whose rate varies between 2 and 5 % may be replaced by a guarantee from a banking establishment approved according to the instruments in force, with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 11.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide either a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 11.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract under the conditions laid down in the GAC.

Document No. 3:
Special Regulations of the Invitation to Tender

SPECIAL REGULATIONS GOVERNING THE CONSULTATION DOCUMENT

Clauses of the Special Regulations

1.1 Definition of services:

Services concern the control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui-Fundong road.

The services mainly include:

- ✓ The control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui-Fundong road.

Name and address of Contracting Authority: The President of the North West Regional Assembly.

1.2 . DEADLINE FOR EXECUTION:

For the services relating to this project, the deadline for execution shall not Eight (08) Months with effect from the date of notification to start services. The deadline for the subsequent phase shall depend on the duration of services.

The contractor is expected to have a good mastery of the geographical and climatic conditions of the locality of the project. He shall mobilize the necessary human and material resources for its execution within the deadline prescribed and in compliance with the skills required and the required specifications in the Special Technical Conditions.

In case of any delay in the execution of services, the Contracting Authority shall warn the contractor to take necessary measures to improve on the situation. The procedures spelt out in Article 37 of this Contract shall be applied.

2. Source of funding: The services earmarked under this Contract and all the taxes relating thereto shall be financed by MINTP Road Fund Budget for 2025.

3. Main criteria for qualification of bidders

Participation to this invitation to tender shall be opened to enterprises that have experience and have carried out control and supervision services in this domain, which is not bankrupt,

- a) who has not suspended all payments evidenced by a court ruling for reasons other than bankruptcy,
- b) who is not subject to legal proceedings with suspension of all payments and which may lead to a declaration of bankruptcy with partial or total removal of the management and ownership of his property,
- c) who has not been convicted and sentenced for an offence affecting his professional morality,
- d) Who has not been guilty of false declarations in connection with the information required for his participation in an invitation to tender.

Eliminatory criteria

These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. The non-respect of one of these criteria shall lead to the rejection of the bid by the bidder]. They include notably:

1. Absence or non-conformity of an element in the administrative file not regularized after 48 hours from the time of opening of bids;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark 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.
9. Non respect of the method of separating the financial offer from administrative and technical offers;
10. Non separation of the Reference Financial offer from the financial offer
(See Art. 91 of Circular No 00001 /PR/MINMAP/CAB of 25/14/2022 on the text of application of the Public Contracts Code);
11. Submission of insufficient number of bids or the lack of the original copy of bids.
12. Failure to provide a backup copy of offers on time;
13. Failure to comply with the format of file format and size for online submission
12. Submission of insufficient number of bids or the lack of the original copy of bids.

Essential criteria

The technical bids shall be graded following the essential criteria shown below :

f.	Presentation of the bid	05 points
g.	Understanding of the terms of reference, organisation and methodology proposed	20 points
h.	General experience of the bidder for similar missions	05 points
i.	References of the consultants in similar missions	15 points
j.	Qualification of the experts and their experiences in the field of the mission	50 points
k.	Technical equipment to be used	05 points
	TOTAL	100 points

Only bidders who obtain a technical score of at least 75 points on 100 shall have their financial bids examined.

Copies of the diplomas of essential personnel shall be certified by the competent authorities.

The North West Regional Assembly Internal Tenders' Board shall declare any bid non-compliant if its administrative documents are found to be non-compliant or if it has scored a total mark below 75 points over 100 for the evaluation of the technical file.

The financial files of bidders whose administrative and technical files have been declared inadmissible shall be put at their disposal and they shall be notified thereof. They shall be destroyed if they are not withdrawn within fifteen (15) days as from the date of award of the Contract.

Financial proposals shall be opened in the presence of the representatives of successful bidders following examination of the administrative file and evaluation of the technical file. The name of the bidder and the prices proposed shall be read aloud and recorded in writing during the opening of financial bids. The North West Regional Assembly Internal Tenders' Board shall draw up minutes of the session.

The Evaluation Sub-Committee shall determine if the financial proposals are complete, that is to say if all the items of the technical proposal have been duly filled and correct any miscalculation.

Corrections shall be done as follows:

- 1) In case of discrepancy between the amount in figures and the amount in words, the amount in words shall override;
- 2) In case of error of multiplication of unit prices by the relevant quantity, the price of the unit price list shall override;
- 3) By applying the rebates offered by the bidder.

The amount stated in the bid, corrected in keeping with the procedure referred to above, is supposed to commit the bidder. If the bidder, whose bid is corrected and retained, does not accept the said correction, his bid shall be rejected and the bid bond may be withheld in accordance with the regulation in force.

Any bid including items of the bill of estimates for which the bidder has not specified the unit price shall also be rejected.

On a whole, the financial bid shall be assessed over 100 points, the realistic lowest bid shall score the majority of points; the others shall be assessed as follows:

Financial Score FS = (100 x amount of the realistic lowest bid) / (amount of the bid assessed)

The Grand Total (GT) to be given to each bidder shall be calculated as follows:

$$GT = 75\% \times TS + 25\% \times FS$$

The bid that shall be considered the best is the bid that scores the best grand total, offers the best cost-quality ratio and meets the requirements of the North West Regional Assembly Internal Tenders' Board.

The North West Regional Assembly Internal Tenders' Board may request any bidder to give clarifications on any point which shall be deemed necessary for the understanding of his bid. The request for clarifications and the reply given to it shall be by letter or telex, but no modification of amount or content of bid shall be required, granted or authorized, unless it is needed to confirm correction of the miscalculations discovered during the assessment of bids in accordance with the provisions of the RGAO.

3.2. In case of a business grouping:

In case the bid is submitted by a business grouping comprising several corporate bodies or moral persons, it shall be signed by each of them and they shall jointly choose the representative of the group before the Contracting Authority.

3.3. Visit to the construction site and preparatory meeting:

The bidder is advised to visit and inspect the construction site and its surroundings and to obtain by himself, and under his responsibility, any information that may be necessary for the preparation of the bid and execution of services. The expenses relating to the visit shall be borne by the bidder.

The Contracting Authority shall authorize the bidder and his employees or agents to have access to the premises and on his lands for the purpose of this visit, but only on the express condition that the bidder, his employees and agents, free the Contracting Authority from any responsibility that may ensue there from and compensate him if necessary, and that they remain responsible for mortal or corporal accidents, losses or material damages, costs and expenses incurred for the visit.

The Contracting Authority may organize a visit to the construction site during the meeting meant for the preparation of bids.

4. Language of bid:

Bids as well as all the correspondence and documents, exchanged between bidders and the Contracting Authority shall be drafted in English or French. Additional documents and forms provided by bidders may be drafted in a different language provided they are submitted with accurate translation in French or English; in this case and for the purpose of interpretation of the bid, the translation shall override.

4.1. The list of documents to be provided shall be filled, grouped together in three volumes put respectively in internal envelopes and divided as follows:

Envelope A – Volume I: Administrative documents

Envelope A shall be labelled « Administrative documents » and shall contain the following documents, valid and produced as originals or certified true copies by the competent administration and proceeded by a flyleaf:

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 Treasury of the North West Regional Assembly.
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.
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 (Attestation de conformite fiscale) 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	A valid taxpayer's card stamped with the tariff in force.
A.11	Plan 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 Administrative Clauses completed and initialed on all the pages, signed, dated and stamped on the last page.

Under no circumstances shall the bidder state the amount of his bid in a document not included in the financial bid. The signature on the last page of each document shall be preceded by the inscription "read and approved" followed by the name and status of the signatory.

In case of a business grouping, each member of the group shall present a complete administrative file; documents A1, A4, A5, A6, and A14 shall be presented only by the representative of the group.

Envelope B – Volume II: Technical bid

The second envelope (B) shall be labelled «Technical bid» and shall contain the volume of the following documents preceded by a flyleaf:

B.1 A form containing general information on the bidder, a model of which is provided in Appendix 1;

B.2 THE CAPACITY TO PRE-FINANCE THE CONTROL AND SUPERVISION OF THE WORKS. The Pre-financing capacity should Ten Million (10,000,000) FCFA. The Bidder shall demonstrate that it has access to, or has available liquid assets, lines of credit and other financial means (attestation of pre-financing from a bank recognized by the Ministry of Finance where the account of the contractor is opened) sufficient to meet the pre-financing capacity.

B.3. ORGANIZATION, METHODOLOGY AND PLANNING OF EXECUTION OF SERVICES. The bidder should present a site visit attestation and report signed by him/her on honour with pictures showing that he/she had visited the constructions site, give a detailed technical note on the control and supervision, other Necessary control and supervision where necessary, manpower deployment schedule, planning of the

control and supervision, CCTP dully initialed on each page, signed and dated on the last page and CCAP dully initialed on each page, signed and dated on the last page.

B.4 HUMAN AND MATERIAL RESOURCES (A lost for any point for a personnel will result in the disqualification of that personnel and loose of all the points for the said personnel)

I. Personnel

A Chief of mission: A Civil Engineer inscribed in the National Order of Civil Engineers with 7 years' experience, an assistant mission head: An Architect having not less than five (05) years of working experience, Geotechnical engineer: Civil Engineer having not less than five (05) years of working experience, 01 Electrical technician: at least a Senior Electrical Technician (HND) having at least three (03) years of working experience, 01 Plumbing technician: at least Senior Plumbing Technician (HND) having at least three (03) years of working experience, Environmentalist: Environmentalist having not less than three (03) years of working experience, a Surveyor having not less than three (03) years of working experience, a Laboratory technician, an Administrator with at least BAC/AL. and a driver with at least a category B driving licience. (All the personnel should attach a certified copy of diploma, an attestation of presentation of original certificate, CV signed and dated and attestation of availability show that the personnel shall be available for the execution of the contract and for the contract duration signed and dated by the personnel.

II. Material

The bidder must list all the equipment to be used including site machines, equipment and small tools. He/she should show proof of ownership or hired of the

following equipment: Pick up 4 x 4 or van, computer equipment and survey equipment. Enclose certified copies of car registration document for all site equipment and vehicles (hired or owned) and certified copies receipt of purchase for small tools and lease agreements for hired equipment including certified carte grise of the lease vehicles or equipment.

B.5 REFERENCES OF THE COMPANY IN THE DOMAIN OF CONTROL OF SIMILAR WORKS AND ANY OTHER INTELLECTUAL SERVICES

The bidder should present references of at least Fifteen Million (15,000,000) Francs CFA ATI in the domain of control and supervision of building construction and public works or for other intellectual services within the past five years. Certified copies of the contracts (1st, 2nd and last pages) and final reception minutes for contracts executed before 2023 and provisional reception minutes for projects executed from 2023.

Envelope C – Volume III: Financial bid

The third envelope (C) shall be labelled «Financial bid» and shall contain the volume of the following documents initialled on each page and signed by the bidder:

C.1 The bid proper, submitted as original drafted in accordance with the model enclosed herewith, fiscal stamp at the rate in force, signed and dated;

C.2 The price list, duly filled, signed and dated, stating unit prices exclusive of VAT, in words and in figures;

C.3 The estimate of quantity and costs, duly filled, stating the total amount exclusive of VAT, the amount of VAT, and the total amount all taxes inclusive;

C.4 The price sub-detail schedule shall be properly filled by the bidder.

Envelope D – Volume IV: Reference Financial bid

Shall contain the copies of all the documents of the financial offer initialled on each page, signed and dated by the bidder.

NB:

- Various parts of the originals and copies included in a file must be separated by colour insets, so as to make examination easy. (stamped means):-with Fiscal stamp of 1500 f CFA each*
- The envelope A and B shall be put in one envelope and labelled “Administrative and Technical Offers”, the financial bid (Envelope C) and the Reference financial bid (Envelope D) shall be put in another envelope labelled “Financial Offer”. The two envelopes i.e. the envelope carrying the “Administrative and Technical Offers” and the one carrying the “Financial Offer” shall be put in a bigger envelope and shall carry the inscription:*

“OPEN NATIONAL INVITATION TO TENDER
N°.... ONIT/NWRA/ITB/2025 OF THE .../.../2025 FOR THE CONTROL AND
SUPERVISION OF THE CONSTRUCTION OF A RETAINING WALL AT NKONYI TO
PROTECT THE ROAD SECTION BOYUI AT PK 49+200 ON THE BAMBUI-FUNDONG
ROAD”

“To be opened only during the bid-opening session”

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 and 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;

- 5MB for administrative offers;
- 15MB for the technical offers;
- 5 MB for the financial offers.

Supported formats shall include:

- PDF formats for texts documents
- JPEG formats for images

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

Price and currency of bid

4.2. The amount of bids shall be given in CFA Francs which shall therefore be the contractual money of account and payment.

All the duties, taxes and contributions payable by the bidder for the Contract or other, thirty (30) days before the deadline for submission of bids shall be included in the total amount of the bid.

4.3. Prices of the Contract shall not be subject to modification.

4.4. The currency of the country of the Contracting Authority (national currency): the CFA Franc

Preparation and submission of bids

5. Period of validity of bids:

The period of validity of bids shall be ninety (90) days with effect from deadline for submission of bids.

6. Amount of the bid bond:

The bid bond shall amount to Six Hundred Thousand (600,000) F CFA

6.1 Venue, date and time of the preparatory meeting to make out bids:

There shall be no preparatory meeting to make out bids.

7. Number of copies of bids which must be filled and submitted:

Seven (07) copies of which one original and Six (06) copies of Administrative, Technical and Seven (08) copies of which one original and Six (07) copies of Financial documents labelled as such

8. Address of the Contracting Authority to which bids shall be forwarded:

The President of the North West Regional Assembly

9. Date and deadline for submission of bids:at 10.00 am local time.

10. Place, date and time for opening of bids:

Administrative and technical bids shall be opened in the conference hall of the North West Regional Assembly block B on/2025 at 11 am prompt local time.

Evaluation and comparison of bids

11. Currency to be used for conversion into a single currency: the CFA Franc Source of exchange rate: Bank of Central African States (BEAC)

Date of exchange rate: Not applicable.

12. National bidders shall not enjoy any degree of preference during the evaluation of bids.

EVALUATION GRID CONTROL AND SUPERVISION OF THE CONSTRUCTION OF A RETAINING WALL AT NKONYI TO PROTECT THE ROAD SECTION BOYUI AT PK 49+200 ON THE BAMBUI-FUNDONG ROAD

Nº	Description	Marks (100pts)	Remark(s)
A	General presentation of bids	5pts	
1	Presence of all documents	1	
2	Properly bind	1	
3	Pages numbered	1	
4	Separators in color apart from white	1	

5	Order described respected	0.5	
6	Clearness of the documents	0.5	
Total			
B	Pre-financing	20pts	
1	100% personal financial means (bank statement)	20	
2	By personal or bank engagement to pre finance	10	
Total			
C	Organization, methodology and planning of execution of services	25pts	
1	Attestation of site Visit	2	
2	Site Visit report with pictures	3	
3	Detailed technical note on the control and supervision	5	
4	Other Necessary control and supervision where necessary	3	
5	Manpower deployment schedule	2.5	
6	Respect of the duration of work	5	
7	CCTP dully initialed on each page, signed and dated on the last page	1	
8	CCAP dully initialed on each page, signed and dated on the last page	1	
9	Acceptable Planning of execution of services	2.5	

Total			
D	Human and material resources (A lost for any point for a personnel will result in the disqualification of that personnel and loose of all the points for the said personnel)	40 pts	
I)	Human resources	30pts	
a	Chief of mission: Civil Engineer inscribed in the NOCE with 7yrs experience		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 7 years in Civil Engineering works and project supervision	1	
5	Presentation of attestation in the national order	1	
6	Attestation of availability	1	
Total			
b	An assistant mission head: Architect having not less than five (05) years' work experience;		
1	Diploma certified	1	

2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 5 years in Achitectural conception and project supervision.	1	
5	Presentation of attestation in the national order	0.5	
6	Attestation of availability	0.5	
C	Geotechnical engineer: Civil Engineer having not less than five (05) years' work experience;		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 5 years in Civil engineering works	1	
5	Presentation of attestation in the national order	0.5	
6	Attestation of availability	0.5	
D	Environmental: Environmentalist having not less than three (03) years' work experience;		

1	Diploma certified	1	
2	CV signed and dated	1	
3	0.5 Professional experience at least 3 years in Civil engineering works	1	
4	Attestation of availability	1	
E	Surveyor having not less than three (03) years' work experience;		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Professional experience > 3 years	1	
4	Attestation of availability	1	
F	Laboratory technician		
1	Certificate certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 3 years	0.5	
4	Attestation of availability	0.5	
G	Administrator with at least BAC/AL		
1	Certificate certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 3 years' experience	0.5	
4	Attestation of availability	0.5	
H	Driver		
1	Driving license certified	0.5	

2	CV signed and dated	0.5	
3	Professional experience at least 2 years' experience	0.5	
4	Attestation of availability	0.5	
Total			
II)	Material resources	10pts	
1	Certified copy of a vehicle (Pick up 4 x 4 or van)	4	
2	List of key equipment	1	
3	Proof of 100% ownership of equipment	3	
	Proof of 50% ownership of equipment	1	
	Proof of hiring of equipment	1	
4	Has computer equipment	1	
5	Has survey equipment	1	
Total			
E	References of the company in the domain of control of similar works and any other intellectual services:	10pts	
1	More than Five (05) contract of an amount more than 15 million registered (1st and last page certified) with minutes	10	

	of final reception for contracts before 2023 and provisional reception minutes for contracts from 2023.		
	Three (03) contract of an amount more than 5 million registered (1st and last page certified) with minutes of final reception for contracts before 2023 and provisional reception minutes for contracts from 2023.	6	
Grand Total		/100	

Sign

Chairman	Secretary	Members

Award of Contract

13. Within (20) days following notification of the Contract by the Contracting Authority, the contractor shall provide to the Contracting Authority a performance bond whose model is presented in Document No.10, Appendix No. 3 of this Tender File.

The performance bond shall amount to 5% of the cost of the Contract. It may be replaced by a bond issued by a banking establishment authorized in accordance

with the instruments in force, with the North West Regional Assembly as beneficiary or by a personal joint or several bonds.

This security bond shall be refunded or the bid bond which replaces it shall be freed at the written request of the contractor after the final acceptance (one year after provisional acceptance) as stipulated under Article 41 of the CCAP.

Document No. 4:
Special Administrative Conditions (SAC)

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Chapter I: General

Article 1: Subject of Contract

The subject of this Contract shall be the control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui–Fundong road .

Article 2: Contract award procedure (GAC supplemented)

This Contract is awarded following Open National Invitation to Tender No _____/ONIT/NWRA/ITB/2025 of _____/2025 for the control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui–Fundong road.

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

3.1 General definitions

- The Contracting Authority shall be The President of the North West Regional Assembly. He awards the contract, ensures the preservation of originals of said Contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation through the focal point designated to this effect.
- The Project Owner shall be The President of the North West Regional Assembly. He represents the beneficiary administration of the services.
- The Contract Manager shall be The Director of General Affairs at the North West Regional Assembly Cf. Public Contracts Code. He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Contract Engineer shall be The Regional Delegate of Public Works for the North West. He shall be responsible for the technical monitoring of the contract

- The North West Regional Delegation of Public Contracts shall carry out an unannounced control
- The service provider shall be

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 authority in charge of the clearance of expenditures shall be The Specialised Finance Controller of the North West Regional Assembly
- The body or official in charge of payment shall be The Treasurer North of the West Regional Assembly
- 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

Article 4: Language, applicable law and regulation

4.1 The language to be used shall be *English and/or French*.

4.2 The service provider shall be bound to observe the laws, 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 8 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 finalized Terms of Reference or description of services;
- 3) The Special Administrative Conditions (SAC);
- 4) The Terms of Reference or description of services;
- 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) The execution schedule or plan of action etc.
- 7) The General Administrative Conditions applicable on services and intellectual services 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 (GAC supplemented)

This Contract shall be governed by the following general instruments:

1. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
2. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
3. Law No. 96/12 of 5th August 1996 on the management of the environment;
4. Law No 2016/017 of 14 December 2016 instituting the Mining Code;
5. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;
6. Instruments governing the various professional bodies;
7. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
8. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;

9. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
10. Order No 212/A/MINMAP of September 28,2021 organizing the operation of internal structures for the administrative management of Public contracts;
11. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
12. Letter No; 00006/LC/PR/MINMAP/CAB of August 17,2021 clarifying the control of the award of public contracts and specifying the modalities of its exercise with the Project Owner;
13. Circular N° 00013995/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;
14. Unified Technical Documents (DTU) for building works;
15. Applicable standards;
16. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

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

a. *In the case where the service provider is the addressee:*

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to Bamenda I Council, chief town of the Region in which the work was done;

b. *In the case where the Project Owner is the addressee:*

Sir/Madam The President of the North West Regional Assembly with a copy addressed to the Contract Manager, Contract Engineer and the Regional Delegation of Public Contract for the North West within the same deadline.

c. *In the case where the Contracting Authority is:*

Sir/Madam [*specify*] with a copy addressed within the same deadline to Contract Manager, Contract Engineer and the Regional Delegation of Public Contract for the North West.

Article 8: Administrative Orders (Article 7 of GAC)

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

- 8.1 The Administrative Order to start execution shall be signed by the Contracting Authority and notified to the service provider by the Contract Manager with a copy to the Contract Engineer, the Regional Delegation of Public Contract for the North West and the Paying Body.
- 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 service provider with a copy to the Contract Engineer, the Regional Delegation of Public Contract for the North West 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 services shall be signed directly by Contract Manager and notified to the service provider by the Contract Engineer with a copy to the Regional Delegation of Public Contract for the North West.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the service provider by the Contract Manager with a copy to the Contract Engineer and the Regional Delegation of Public Contract for the North West.
- 8.5 Administrative Orders for suspension or resumption of services as a result of the weather or any other case of force majeure shall be signed by the Project

Owner and notified by his services to the service provider with a copy to the Contract Manager, Contract Engineer and the Regional Delegation of Public Contract for the North West.

- 8.6 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.
- 8.7 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 (GAC supplemented)

These services shall be financed in one phase by the Public Investment Budget of the Republic of Cameroon for 2025 assigned to the North West Regional Assembly.

At the end of a phase, the Project Owner shall carry out the acceptance of the services and issue an attestation of proper execution to the service provider. This attestation shall determine the start of the following conditional phase (Not applicable).

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *Fifteen (15) days*

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Project Owner or Contract Manager. In case of

modification, the service provider shall have himself replaced by a member of staff of equal competence (*qualifications and experiences*).

10.2 Any unilateral modification on the supervisory staff made in the proposed equipment and personnel prior to and during the execution of services shall be a reason for termination of the Contract as mentioned in article 35 below or the application of penalties.

10.3 Any modification shall be notified to the Contracting Authority.

Chapter II: Financial conditions

Article 11 Guarantees and bonds (GAC supplemented)

11.1 Final bond

The final bond shall be set at 5 % 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 services, following a release issued by the Contracting Authority upon request by the service provider.

Performance bond

The retention bond shall not be required for services and intellectual services contracts.

11.2 Guarantee of start-off advance

As soon as the Contract is signed, upon request and without any justification, the contractor may be granted a start-off advance amounting to twenty percent (20%) of the initial amount of the Contract. This advance must be guaranteed at one hundred percent (100%) and issued by a first-rank bank authorized by the Ministry in charge of Finance in Cameroon.

The advance must be reimbursed by deductions of 40% of the amount of each provisional payment on account.

The amount of the reimbursement guarantee on the start-off advance shall be reduced as the reimbursements are done.

A release order shall be issued after the complete reimbursement of the advance

Article 12: Amount of the Contract (GAC supplemented)

The amount of this Contract as it emerges from 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 (GAC supplemented)

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

- a. In return for the payments made by The Contracting Authority to the contractor and in keeping with the conditions stated in the Contract, the contractor shall hereby undertake to execute the Contract in accordance with the provisions of the Contract.

Payments shall be done by the Contracting Authority *after receiving accounts drawn up by the Contract Engineer, signed by the Contracting Authority upon presentation of an account drawn by the contracting partners in seven (07) copies including the stamped original copy.* Each request for payment shall include the following documents:

- *Seven copies of the account mentioned above;*
- *Seven copies of signed Statements of work done;*

- *Acceptance report signed by all the members of the acceptance committee;*
- *Progress Report signed by the Project Manager or the contract Engineer and bearing the visa of Contract Engineer;*
- *A letter of approval of contract (s) issued by members of the reception commission;*
- *Release of the retention guarantee signed by Mayor in case of final acceptance of work;*
- *Copy of the stamped duty agreement for the funding of the project;*
- *A certificate of non-exclusion from Public Contracts from ARMP;*
- *The contractor shall submit the insurance policies for damages of all sorts caused to third parties by his personnel, salaried in service, by the equipment used and due to works.*
- *A copy of the performance bond:*
- *A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:*
 - *a taxpayer's card.*
 - *a business licence;*
 - *a clearance attesting to the payment of taxes;*
 - *a plan of location;*
 - *an attestation of solvency;*
 - *an attestation of Bank account;*
 - *an attestation from the NSIF*

b. The Contracting Authority shall release the amounts owed as follows:

Payments shall be made in CFA Francs, i.e. *(amount in figures and in words exclusive of VAT)*, by credit to account No. _____open in the name of the contractor in _____ (bank)

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

Article 14: Price variation (Article 20 of GAC)

14.1 Price revision shall set and determined by formula

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

14.2 Price updating modalities (where applicable)

Article 15: Price revision formulae (article 17 of GAC)

Not applicable

Article 16: Price updating formulae (article 21 of the GAC)

Not applicable

Article 17: Advances (article 18 of the GAC)

17.1 The Project Owner shall grant a start-off advance *20 % of the amount of the Contract.*

17.2 This advance whose cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial

institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.

17.3 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.

17.4 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.

17.5 The possibility of granting advances must be expressly stipulated in the Tender File and the Project Owner must indicate if he is committed or not to pay advances and if yes in what capacity.

Article 18: Payment for services (article 19 GAC supplemented)

18.1 Establishment of services executed before the 30th of each month, the service provider and the Contract Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and likely to give entitlement to payment.

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

Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of _____ and 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 Contract Engineer has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved in a way as to be in his possession not later than the 12th of the month.

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

Article 19: Interest on overdue payments (Article 28 of GAC)

Possible interests on overdue payments due in accordance with article 88 of Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

Article 20: Penalties for delays (Article 29 of GAC supplemented)

A. Penalties for delay

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

- a. One two thousandth (1/2000th) of the initial Contract amount inclusive of all taxes per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- b. One thousandth (1/1000th) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties

20.3 Independently of penalties for overrun of contractual time-limit, the service provider shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

- ii. Late submission of final bond: Fifty Thousand (50,000) FCFA
- iii. Late submission of insurances: Fifty Thousand (50,000) FCFA
- iv. Late submission of the draft execution schedule if he the lateness is caused by the service provider: Fifty Thousand (50,000) FCFA

Article 21: Final detailed account (GAC supplemented)

21.1 After completion of the services and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of services effectively provided and which detailed account summarises the total sums to which the service provider may be entitled as a result of the execution of the whole Contract.

21.2 This draft final account, rectified and approved, shall, within one (01) month as from the date of submission to the Contract Engineer, be notified to the contractor.

21.3 Within one (01) month as from the date of notification, the contractor shall return the final account bearing his signature t.

Article 22: General and final detailed account (GAC supplemented)

22.1 Within one (01) month as from the date of the final acceptance of works, the Contract Manager shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority.

22.2 The Contract Manager draws up the general and final detailed accounts of the Contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

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

22.3 Within one (01) month as from the date of notification, the contractor shall return the final account bearing his signature.

Article 23: Tax and customs regulations (GAC supplemented)

Decree No. 2003/651 of 16 April 2003 lays down the conditions for implementing the tax regulations and customs procedures applicable to public contracts.

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 24: Stamp duty and registration of Contracts (article 20 of GAC)

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

Chapter III: Execution of services

Article 25: Nature of services

Nature of Services relating to the control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui–Fundong road: The following Special Technical Prescriptions lay down the conditions of this invitation to tender and aim at informing bidders of the expected results, the constraints relating to the regulations or to the environment as well as the technical requirements or other requirements which they shall have to meet.

Article 26: Execution time–limit of the Contract (article 20 of GAC)

26.1 The time–limit for the execution of the works forming the subject of this Contract shall be Eight (08) months from the date of notification of service order to start the services by the Contract Manager.

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

Article 27 Responsibilities of the Project Owner (GAC supplemented)

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

30.2 The Project Owner shall ensure the service provider 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 28: Responsibilities of the service provider (CAG supplemented)

28.1 The service provider shall execute the services and fulfil his obligations in a diligent, efficient and economic manner in accordance with the standards, techniques and practices generally accepted in his domain of activity.

28.2 During the duration of the Contract, the service provider shall not be committed directly or indirectly in professional or contractual activities likely to compromise his independence in relation to the mission devolving on him.

28.3 In case of conflict of interest caused by a member of his mission team, the service provider shall indicate it in writing to the Contracting Authority and must replace the expert in question involved in the project or Contract.

Conflict of interest shall be understood as any situation in which the service provider could benefit directly or indirectly from a Contract awarded by the Contracting Authority by whom he is consulted or any situation in which he has personal or financial interests sufficient to compromise his impartiality in the accomplishment of his functions or likely to affect his judgment unfavourably.

28.4 The service provider is bound by professional secrecy in relation to third parties with regard to information, knowledge, documents gathered or brought to his knowledge during the execution of the Contract.

In this regard, documents established by the service provider during the execution of the Contract cannot be published or communicated without the approval of the Contracting Authority.

28.5 During the submission of the final report, the service provider shall be bound to return all documents borrowed the Contracting Authority.

28.6 During the execution of the Contract and for six (6) months after, the service provider as well as his associates and sub-contractors shall refrain from providing goods or services to the Contracting Authority resulting from the services or closely related to them (except for the performance of the services or its continuation).

28.7 The service provider shall bear the professional costs and coverage of risks or illness or accident within the context of his mission.

28.8 The service provider shall not modify the composition of the team proposed in his technical bid without the written approval of the Contracting Authority.

Article 29: Insurance (GAC supplemented)

The following insurance policies are required within the scope of this Contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the Contract:

- *Liability insurance, business manager;*
- *Insurance covering its ten-year obligation, where necessary.*

Within (15) days as from the date of notification of the Contract, the contractor and sub-contractors, at the request of Contract Manager, shall give evidence that they have taken out one or several insurance policies to guarantee their civil liability towards third parties in case of accident or damage caused to them by the execution or conditions of execution of works. Whatever the case, the contractor shall remain responsible.

At the request of the Contracting Authority, the contractor is bound to present any evidence for the establishment of insurance contracts and regular payment of corresponding premiums.

Moreover, these insurances, taken out with authorized insurance companies based in Cameroon, shall include a clause forbidding their termination before completion of the execution of this Contract

Article 30: Execution programme (GAC supplemented)

Within a minimum deadline of *thirty (30) days* from the date of notification of the Administrative Order to commence execution, the service provider shall submit in *[six (6)]* copies for the approval of the *(Contract Manager after the endorsement of the Project Manager (or Project Engineer))* the execution programme of the services,

his execution calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

The approval given by the Contract Manager does not in any way release the service provider of his responsibilities. Meanwhile, services provided before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The service provider will constantly update 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 Contract Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter objective of the Contract or the nature of the services,, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

Article 31: Approval of personnel (GAC supplemented)

If the Contracting Authority requests the replacement of a member of the team for duly established serious misconduct or for incompetence, the replacement shall be at the cost of the service provider within a deadline of fifteen (15) days.

The Contracting Authority reserves the right to refuse its approval of a person proposed by the service provider whose qualification is inadequate.

Article 32: Sub-contracting (article 27 of GAC)

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

Chapter IV: Acceptance

Article 33: Monitoring and Acceptance Commission (article 36 of GAC)

Before the provisional acceptance, the service provider shall request in writing to the Project Owner with a copy to the Contracting Authority, the Engineer and Paying Body.

The Monitoring and Acceptance Commission shall comprise the following members indicatively:

1. The President of the North West Regional Assembly (Project Owner or Rep). (Chairman)
2. The Contract Manager or Rep
(Member)
3. The Regional Delegate of MINMAP/NW or representative
(Observer)
4. Contract Engineer
(Secretary)
5. The Stores Accountant at the North West Regional Assembly (Member)

6. The Commissioner of Economic Developemtn at the North West
Regional Assembly-----

----- (Observer)

7. The Contractor or his representative
(Observer)

Members of the Commission shall be convened by mail for reception within a deadline of Five (05) days and at least Three (03) days before the date of acceptance.

Article 34: Acceptance of services (article 36 of GAC)

Technical acceptance shall be declared upon completion of services as concerns the control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui-Fundong road and the members are:

- The Contract Engineer;
- The Regional Delegation of Public Contracts North West
- The Contractor.

Acceptance shall be carried out by a committee chaired by the Contract Manager in the presence of the contractor and the results shall be recorded in the minutes.

In case improvements are requested, they shall be determined by the Contracting Authority and their cost borne by the contracting partner.

The date of the last provisional acceptance shall be considered as the date of completion of works, and shall determine whether or not to apply the penalties for lateness provided for under Article 37 of this Contract

Article 35: Case of force majeure (article 41 of GAC)

In case the contractor may put forward a case of force majeure, no claim shall be admitted beyond the following thresholds:

- *rain: 200 millimetres in 24 hours;*
- *wind: 40 meters per second;*
- *flood: decennial floods*

Chapter V: Sundry provisions

Article 36: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in Part III Paragraph IV of 6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code of the GAC especially in cases of:

- 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 service provision resulting in penalties of more than 10 % of the amount of the services;
- Refusal to repeat poorly executed services;
- Default by the service provider;
- Persistent non-payment for services.

Article 37: Disagreements and disputes (article 79 of the GAC)

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 38: Production and dissemination of this Contract (GAC supplemented)

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

Article 39 and last: Entry into force of the Contract

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

Document No. 5:
Terms of Reference
(ToR)

THE CONTROL AND SUPERVISION OF THE CONSTRUCTION OF A RETAINING WALL AT NKONYI TO PROTECT THE ROAD SECTION BOYUI AT PK 49+200 ON THE BAMBUI-FUNDONG ROAD

0. CONTEXT AND JUSTIFICATION

The construction project for the control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui-Fundong road was born from a crucial need to equip this newly created establishment adequate modern infrastructure to accommodate members, executive offices and administrative staff. A convergence of motives led the authorities of the Bamenda Regional Assembly to initiate this project.

The objective of this mission is the control and monitoring services that cover four areas:

- The technical section involving the fields of civil engineering, geotechnics and hydraulics to ensure that the infrastructure (roads, sewerage works, drains and commercial facilities) complies with the specific technical specifications of the Contract of the Company in charge of the works and with the rules of the trade;
- The administrative and legal aspects;
- The financial aspect;
- Environmental and Social Control and Monitoring in relation to the recommendations of the ESMPs resulting from the Environmental Impact Studies, the Contract of the Company in charge of the works, the particular ESMP of the Contractor, the current scientific knowledge and concerns expressed by the populations during the execution of the works, and other ESHS requirements to be met by the Company.

1. DESCRIPTION OF WORKS TO BE CONTROL

The service is distributed as follows for information purposes only:

- Respect of dimensioning
- Method and techniques of constructions
- Quality control

2. CONSISTENCY OF SERVICES

The objective of this mission is to give the assurance to the president of the North West Regional Assembly that the works are advisedly realized, according to the rules of the art and to the contractual capacities; and it until the final reception.

In accordance with national regulations, the Consultant will work under the supervision of the Contract Engineer (MINTP), himself overseen by the Contract Manager (the president of the North West Regional Assembly) representing the Project Owner. For any decision affecting prices and deadlines or modifying the provisions laid down by the contract, he will have to refer to those representatives who are the only ones authorized to make this type of decision.

The Consultant will have to assure in particular:

- The validation and the visa of the plans and the programs of execution (VISA)
 - The monitoring of the works contracts (MWC),
 - The Project Owner Assistant for Reception Operations (POARO).
 - The consultant shall equally be expected to give an opinion or a review of the studies that will have led to the attribution of the works to the contractor.
- This report shall guide the contracting authority to have an idea on whether there will be extra financial provisions to be mobilise before the commencement of works.

2.1. Validation and endorsement of execution plans and modalities (VISA)

This mission concerns the control of construction site. They contain all the actions necessary for the good behavior of the works, in particular:

- The validation of the Execution program of the contractor and the action plan of the controller.
- The coordination between the participants.
- The planning of the construction site.
- The follow-up of the contractor.

2.1.1. Validation of the Implementation project,

The control mission is responsible for having the Contractor to elaborate the execution program in accordance with the Technical specifications. These files must include all the execution plans as well as the specifications for site use and to also ensure their compliance with the project and to ensure that any variants considered correspond effectively to those that have been selected by the Client.

He must systematically visa on all documents or plans produced by the Contractor before or during the works and submit it to the Client.

2.1.2. Analysis and validation of the elementary tasks

Base on the Implementation project, Control mission of work oversees of controlling that the sub-division of the construction site in elementary tasks is realized in a rational way and that each of these tasks is in accordance with used techniques, projected schedule and forecasts of cost stemming from the Contract. It will check that the average human beings and material are in accordance with the sub-details of the prices and with the technical and financial offer of the company and the contract.

2.1.3. Coordination between the participants

The control mission is responsible for ensuring that the various parties involved in the works contract (laboratory, subcontractors, suppliers, etc.) operate in complete coherence; it will validate the proposals of the Contractor in this domain especially for all that concerns the works and the supplies which it will propose to the contracting authority to approve on the basis of samples. It will also ensure the coordination of the company's intervention with the constraints of track operation as well as the agents of the networks, and the authorities (security, firefighters, etc.).

2.1.4. Check of the construction site

Contractor of work has the responsibility to realize and update the planning of the construction site it will supply every fifteen (15) days, to the Client (Project Owner), the following elements:

- A GANTT Chart on which it will represent obligatorily the work forecasts, the realized and the planned.
- Possibly a PERT graph when the organization of the construction site deems it necessary.
- A detailed situation of the progress of the works (quantities, resources) in which will appear the forecasts, the ongoing and the realized.

2.1.5. The follow-up of the contractor

Control mission of work is in charge of checking (controlling) the contractor and in particular of watching that he has respected the administrative and technical rules and regulations which are imposed on him (her) by the General condition of contract, special condition of contract and the Technical specification. He also has to ensure the control of the organization of construction site and the *modus operandi* of the company.

He has to bring him (her) his assistance as for the understanding of the technical

and administrative files and the elaboration of documents intended for the payment of the works.

2.1.6. Assistance to the development of amendments/addendum

Control mission will assist the president of the North West Regional Assembly in the preparation of the amendments which could be set up during the execution of the Contract of works, decisions of revaluation, adjourned execution and discounts of penalty.

2.1.7. Assistance for the arbitration and the dispute settlement

Control mission of work is in charge of examining the complaints of the company, the participants and the local residents, during the works and of presenting them to the president of the North West Regional Assembly, to formulate the proposals and the advice.

He contributes to the definition of the missions of expertise and analyses the reports of the Contractor during disputes.

2.2. Monitoring Work Contracts (MWC)

2.2.1. Establishment and transmission of the projects service orders

The project management will be entrusted either to the Secretary General of the North West Regional Assembly.

In the case where the Project Manager reports to the President of the Northwest regional assembly, the Contract Manager will be the Secretary of the North West Regional Assembly and the Contract Engineer, the Regional Delegate of Public works for the Northwest (MINTP).

Written, signed and numbered Service Orders (SO) are sent to the Contractor within two calendar days as provided by the special condition of contract (SCC). The project manager will prepare the OS projects to be submitted to the Contract Engineer who

will sign them (technical SO) or submit them in turn to the Contract manager (SO with administrative and / or financial impact).

Under no circumstances the Consultant can notify the relevant service orders:

- notification of the date of commencement of work,
- the period of execution of the work,
- the notification of new prices to the contractor for unplanned work or works, or the modifications of prices appearing in the contract (quantities and unit prices).

The service orders, a copy of which must be handed over to the President of the Northwest regional assembly, are extracted from a register provided by the latter who can always be sure that the service orders have been issued on time.

Service orders following a decision of the President of the Northwest Regional Assembly must be notified within 3 days.

2.2.2. Management of the meetings and the production of the feed –back and the reports

Consultant must organize and to manage, under the authority of the representative of the client (contracting authority), weekly meetings which will allow the President of the Northwest Regional Assembly to notice the progress of works. These will be the object of a report handed to the President of the Northwest Regional Assembly in the period foreseen by the SCC. The representative of the client can communicate his decisions as for the works during these meetings. A monthly meeting will be organized by Consultant in the presence of the representatives of the President of the Northwest Regional Assembly and of the other participants in the Program (MINFI, MINTP etc.).

A report will be drafted by the project manager, in three (03) copies for the President of the Northwest Regional Assembly Meetings can also be organized at the request of the contracting Authority

2.2.3. Managing of the site note book

Consultant will keep a clean site note book of construction where will be recorded the observations, as well as those of all other participants in the monitoring of works. In this note site book will be also listed all the orders of service which he will have given and mentioned all the events relative to weather conditions.

This site note book will become the property of the project owner to whom it will be put back (handed) at the end of construction site.

However, copies of site note book will be sent weekly to the contracting Authority by mail.

2.2.4. Control of the technical capacities (measures)

This control will concern the technical measures planned for the execution of works, such as:

- The technical reception of the site installation of the project site of the contractor should be in accordance with the provisions of the contract with the contractor;
- The checking of key staff mobilized by the contractor;
- The approval of the corrections brought possibly by the contractor to the project and to the program of origin;
- The control of the organization of construction sites(works) and the check of the technical means of the contractor by considering programs of execution and projected planning of works;
- The verification of the implementation by the Contractor of the procedures of quality assurance plans and the participation in the application of these

procedures concerning aspects subject to the decision of the Central or Local Coordination Unit (if provided for by contracts);

- The approval of the Contractor's laboratory;
- The verification of the conformity of the work with the approved execution projects, the contractual plans, the requirements of the contractual documents and the service orders;
- Implementation of the company's Quality Assurance Plan;
- Carrying out all the tests necessary for the control of the works (structure, geotechnical, hydraulic, materials, topography, etc.); these tests are described in the studies (SSR, DSR) to verify these prescriptions and build-up the performance report and could be completed by the following, (the service provider may propose a variant in his bid):
 - Tests on aggregates (granulometry, sand equivalent test, Los Angeles and Micro Deval tests, tests of cleanliness, crushing, shape, adhesiveness, dosage in organic matter);
 - Tests on hydraulic concretes (water content of aggregates, specific gravity of aggregates, fresh concrete analysis, workability tests, compression and tensile tests on specimens);
 - Implementation tests and other tests generally planned with regard to the nature of the works;
 - planning for the contractor's laboratory to comply with the guidelines on the control of the execution and implementation of materials;
 - The exploitation of the results of the various tests to identify the decisions to be made;
 - To carry out the general inspections of the works, the site visits will take place regularly as indicated above, and unexpectedly if necessary;

- The preparation of technical decisions to be taken by the Central or Local Coordination Unit in view of the progress of the work, difficulties encountered and unforeseeable events.

2.2.5. Control of the environmental and social capacities (measures)

This audit will cover the provisions of the ESMP relating to the works, the World Bank's Environmental and Social Standards, the World Bank Group's Environmental, Health and Safety Guidelines, as well as the CCLS, including:

- the conditions for opening, operating and closing borrowings and quarries;
- base life installations;
- recruitment and working conditions and personal protective equipment for workers, and in general occupational health and safety conditions for women and men;
- Employment and working conditions;
- Health and safety of populations;
- Rational use of resources and pollution prevention and management;
- temporary signage and, more generally, safety on construction sites

2.2.6. Verification of situations of bills and proposal to the President of the North West Regional Assembly for payment

This service involves the preparation and establishment of regulatory expenditure documents such as:

- Site construction attachments (advance, supply, ended works or not, etc.);
- financial attachments (suspended interests, penalties, revision of the prices, etc.), the itemized invoices in accordance with the SCC or the GCC, based on the projects of account in invoices handed by the Contractor;

- The establishment of the final bill and the general and final bill according to the same process (and the same deadline) based on the final draft bill statement prepared by the contractor.

Consultant will ensure that this final bill is presented in the same functional form as the estimated detail. He will draw up the statement of the balances from the final bill and the last monthly bills corresponding thereto.

He will study the new prices requested, the verification of the sub-details of the Contractor prices, the preparation of the documents relating to the guarantee and the contract pledge about the releases or other formalities and will submit them to the Contract Engineer.

2.2.7. Monitoring report

Consultant shall establish and give back every month, at most 7 days after the past month in 5 hard copies and a soft copy, a monitoring report containing:

- As reminder, a brief presentation of the project;
- The administrative situation of Contracts been thought of as the works and the control, the statement of the orders of service, disputes;
- The real and projected chronograms (compared by the works, the percentages of progress by tasks, the projections for the remaining works);
- The material and human means mobilized by the Contractor and by the Consultant;
- A description of the executed works, the met incidents, the taken corrective actions, the modifications brought to the project;
- A specific chapter on the monitoring of the mitigation measures of the environmental and social impacts, describing in detail for each of the measures recommended by the ESMP and the RAP, the level of

implementation, the met difficulties, the space possible as well as the measures taken to remedy it;

- Studies carried out by the Consultant;
- Comments on the test results(profits) of laboratory and on the quality of the works;
- The services (performances) of the Consultant;
- The forecasts updated budget of the project (works and monitoring), compared with the initial budget, and the explanation of the difference, both for the Contract of works as for that of the Monitoring ;
- The situation of the demands of payment of the contracting parties, the situation of the regulations;
- The performance indicators of the project over the considered period: number of men – days of created jobs, accumulation of income paid to the workers, counts of local contractor mobilized, shelf space of roads, drains, gutters, pedestrian ways and other fitted out/rehabilitate equipment;
- Commented photos describing sate of realized works and presenting the state of works before, during and after works.
- The security situations of the period.

In thirty days following the general provisional acceptance of the works, Consultant will establish a general final report of execution of the Contract of works and the monitoring services, starting again mutatis mutandis the columns planned for monthly reports.

The Consultant should also establish a video report of the work from the beginning to the with interviews of some town manager and population concerned (residents of roads and drains, beneficiaries of catchment basins, traders and promoters of

shows or sports for the multipurpose space, local and neighbourhood authorities, representatives of civil society, etc.).

As regards the environmental and social component (sector), the final report will be an environmental, social and economic balance sheet concerning the degree of implementation of all the measures planned by the EESMP. The possible statements deficits will be highlighted and clearly justified. The report relating thereto will be the object of a separate volume, given that it must be transmitted to the Ministry in charge of Environment and the financial partner.

2.3. Project Owner Assistant for Reception Operations (POARO)

Partial Acceptance may be obtained for each work in one of the sections concerned by the works.

2.3.1. Regulation of the completion of the works

Consultant oversees estimating in a specific way the forecasts of completion of the works. He regularly must inform the Project Manager of the evolution of the construction site in in his final Component.

He has to exercise a constant frame of the Contractor to have a clear vision of the constraints of this one towards the respect for the schedules.

2.3.2. Organization of the operations of reception

Consultant organizes the operations of official acceptance of work, supplies and services, including the provisional and partial acceptances. He informs enough early in advance the various concerned people. He assures the connections with the other concerned bodies (dealers of networks etc.).

He drafts minutes of site meetings and make sure that all those present should sign.

The operations of reception will cover not only the provisional acceptance, but also missions (at least four missions lasting less than 5 person-days per mission) the year later to follow-up the guarantee period and to participate in the final reception.

2.3.3. Management of the exercise of guarantees by the Contractor and lifting of reserves

The Project Manager must assure the follow-up of reserves made during the process of reception, until they are corrected.

He oversees the examination of the problems either indicated by the reception commission or observed later and must establish a detailed report specifying the nature and the origins of these problems, and formulating proposals as for their treatment.

A preliminary visit at the final reception will be organized to leave enough time to the Contractor to correct the possible disorders being of the guarantee (at least 2 months before the end of the warranty period).

2.3.4. Elaboration of the files of the works executed

Consultant establishes the detailed list of documents establishing the works executed files (WEF). It is up to him to collect and to verify documents above supplied after execution by the contractor (the overall plans and of detail corresponding to the execution). He must submit for approval competent administrations, after visa of the President of the Northwest Regional Assembly, as built drawings.

The Consultant will put back, after check, documents above (in six copies in paper format among which one on copy and two in digital version) in the project manager As well as the notes of functioning and interview (maintenance) accompanied with the instructions of operation of the works.

2.4. Environmental and Social Management (Socio-economic Management, ESIA, ESMP, RAP, Environmental and Social Monitoring Report)

Due to the construction of a complete project, impacts of strong importance generated on the environment and displacements of populations by certain projects, he/she will integrate the team of the consultant, some personnel with skills in Environmental, economic and social engineering which has the habit of carrying out environmental and social evaluations according to the world bank and foreign investors standards and also socio-economics studies.

The objective is that this mission, should in the beginning not only for the upstream for the management and communication of the projects but also for the evaluation and the mastery of the potential impacts generated. This is to prevent serious damage to the environment, disputes of the populations concerned and study the compensations to be provided for all the expropriations that would be necessary, the environmental measures that can be adopted to mitigate or improve the impacts. This work would allow the subsequent definition of principles and provisions to ensure the integration of environmental and social dimensions in the implementation of the Program.

Due to the positive economic impacts expected and the need to avoid excessive maintenance costs of the equipment installed, but also to ensure the greatest durability, the completed projects will have to be studied according to the global investment – operations cost method. As a result, a socio-economist will be mobilized in the team of the Project Manager to guide the technical choices towards rationalized, economical and sustainable solutions. The Socio-Economist and the Environmental Engineer will constitute the Socio-Economic and Environmental Project Management Team (SEEPMT). This implies that the ESIA part of the study required by the regulations will be only part of the tasks of the SEEPMT.

The Social, Economic and Environmental Project Manager (SEEPM) has for mission to accompany the control of technical work, to arrive at a better appropriation of the projects by the actors, assure the sustainability of infrastructures realized (management, and , maintenance) and to carry advice and assistance to the municipalities for operations of displacement and reinstallation of populations impacted by the projects.

The Social, Economic and Environmental Project Manager (SEEPM) will work in close collaboration with the social mediator of the local Coordination unit. The social mediator will be in charge, among others, of the support of the campaigns of dialogue and of the management of the conflicts.

These activities will be divided two stages:

Project steps	Deliverables
1. Work Execution	Implementation Reports of ESMP and RAP: <ul style="list-style-type: none"> • Environmental and social monitoring • Follow-up of displacement and resettlement of affected people • HIMO/HIHL Works
2. After reception of Works	Social & Socio-economic Support and final report

The intervention of the SEEPMT will be done on-site in the municipalities concerned by validated missions according to a chronogram defined in consultation with the project owner and corresponding key stages of the implementation of the project. Exceptional missions can also, if necessary be programmed at the request of the President of the Northwest Regional Assembly. It could also be asked to lead exchanges and dialogue, in connection with the municipalities, through the

preparation, the organization and the holding of meetings relative to the implementation of infrastructures particularly in the socio-economic studies phase that will determine development options for commercial facilities.

2.4.1. Stage 1: During the execution of the works

- > Ensure the monitoring and follow-up of the implementation of the environmental measures contained in the ESMP and the RAP: the mission will produce in collaboration with the social mediator of the local Project owner, reports of environmental and social monitoring monthly and half-yearly presenting the essential follow-up and monitoring activities carried out;
- > Select residents to be recruited for the works (HIMO approach) and ensure the control of works executed under the HIHL approach.
- > Support the communes in informing and sensitizing the activists for a good ownership of the project;
- > Advise the municipalities in choosing the most appropriate management method and support them in the implementation of their choice (drawing up agreements or other contractual documents);
- > Facilitate the participation of representatives of people affected at various site or other meetings as well as work receptions to better consider the concerns of stakeholders in compliance with technical standards in this area;

Facilitate the concerted choice of the management mode of the infrastructure between the municipalities and the initiative committee and make them aware of the implications of the proposed management methods.

2.4.2. Stage 2: after the reception of the different structures of the project

After the implementation of the infrastructure, and during the guarantee period, the SEEPMT will elaborate a Socio-economic Follow-up Plan in order to:

- > Assist the municipalities in the recovery of rights holders based on previously validated census records;
- > Follow up of ESMP and RAP
- > Put in place the structures defined and charged with the commissioning of the infrastructure and ensure its proper functioning through sound management, operation, maintenance and on-going maintenance; The Consultant should assist this structure during the warranty period.
- > Hold an operational planning workshop for the development of activity programs, maintenance plans, cash flow plans, etc. This exercise will be done with the members of the committees set up,
- > Elaborate a plan for monitoring the activities of the management and maintenance committees by the social operator.
- > This activity shall be subject to a Socio-Economic Follow-up Report (SEFR) to be submitted during the final reception.

2.5. Security Plan

The Consultant shall demonstrate the attention he pays to the protection of his collaborators on study and work missions in the country. It will thus have to identify the risks and, in the light of this analysis, define the means of prevention and protection, integrating means that can be organisational, technical or human. These elements should be described in a methodology that should address and define for each of the headings below:

- Security analysis and threats
- General safety organization
- Specific security measures planned
- Safety Organization
- Pre-departure information, awareness and training

- Event management

See the draft terms of reference in Annex 1

3. DURATION OF CONTRACT – PLANNING OF SUBMISSION OF REPORTS

The complete duration of the services is as stated in the table below

LOTS	PROJECT	DURATION (MONTHS)
1	control and supervision of a retaining wall at Nkonyi to protect the road section Boyui at PK 49+200 on the Bambui–Fundong road	07

(withfor guarantee period) not included is the time required for the examination and the approval of the documents submitted.

Reports will be produced and deposit according to this calendar:

Notification of the starting order	To	
Start-up report	T1 = To + 1	T1 = To + 1
Monthly Report	By the 07th of the every month	
Special report	At the latest 7 days after the occurrence of an event or request of the Local Coordination Unit	
Final report	No later than 30 days after the end of the work	
Final Social and Socio-economic Follow-up Report	At most 30 days after Final Reception	

These reports will be produced and submitted in six (06) hard copies and two (02) digital copies. The reports will be transmitted simultaneously to the local cell 'LCU' (04 hard copies + 01 digital) and to the central cell 'CCU' (02 hard copies + 01 digital).

4. PROFILE OF THE CONSULTANT AND THE KEY EXPERTS TO MOBILIZE

The profiles of the experts to be mobilized for the execution of the services are presented below.

In order to ensure its contractual obligations, the co-contractor will set up a team, composed as follows:

❖ Key Experts

- A mission head: Architectural Engineer having at least 10) years' work experience;
- An assistant mission head: Civil Engineer having not less than five (05) years' work experience;
- Geotechnical engineer: Civil Engineer having not less than five (05) years' work experience;
- Environmentalist engineer: Environmentalist having not less than five (05) years' work experience;
- 01 Electrical technician: at least Senior Electrical Technician having at least five (03) years' work experience
- 01 Plumbing technician: at least Senior Plumbing Technician having at least five (03) years' work experience
- Support staff (driver, secretary, surveyor, laboratory technician, etc...)

The geotechnical services will be assured by an approved consulting firm which will be specified in the submission, and any later change will be subjected to approval of the Client.

NB:

- All civil engineers and architects must be registered with their respective National orders, otherwise CVs and diplomas will not be considered.
- All references presented in the CVs must justify with contracts (first page and last) proving that the experts had really execute the contract.
- The CVs of non-key experts shall be presented in the startup report.

5. ORGANISATION AND RESPONSIBILITIES FOR THE MISSION

5.1. Replacement of the consultant's staff

The consultant is required to put in place the personnel proposed in his submission. Equivalent staff will be replaced under the following conditions:

5.1.1. Replacement for personal convenience

If the Consultant wishes to replace a key staff, he may do so only in accordance with the following schedule:

- Information in writing to the project owner with presentation of the replacement at least one (01) month before the changeover.
- The new expert must have qualifications and experience at least equivalent to those of the replaced staff.

5.1.2. Replacement in cases of force majeure

In the event of accident or serious illness which would prevent the expert from carrying out the tasks entrusted to him, as well as in the event of the expert resigns.

The Consultant shall submit a replacement within one (1) month, with the approval of the Administration

The replacement shall be present within eight (08) days following the notification the administration.

Travel expenses resulting from the replacement of an agent for cases of force majeure are the responsibility of the consultant.

5.1.3. Replacement at the request of the Administration for serious misconduct

If the Administration requests the replacement of an expert due to gross incompetence or serious misconduct, the consultant shall replace the expert in accordance with the procedure defined in point (6.1.1).

5.2. Approval of expert

The approval of new staff shall only become final after a period of three (03) months from the date of their entry into service. After this period, the final approval shall be deemed to have been given if the administration has not modified its position in writing.

5.3. Facilities and responsibilities of the Consultant

The consultant has to, from notification of the service order, indicating to the Central and local Coordination Unit an address (position, and phone number) which permits to contact him as and whenever necessary and he will have to, within one month after this service order, indicate an address in the contracting Authority. He will take all the measures which are imperative for the supply of the average human beings, material, technical and technological necessary for the success of its mission.

5.4. Equipment's and Materials to be mobilise for this mission

5.4.1. The list of computer minimum equipment: GROUP I

- One (1) Pentium 4 desktop computers or equivalent.
- Three (3) laptops.
- Various printers and peripherals (laser and inkjet);
- Word processing, spreadsheet, micro track, Autocad or equivalent software.
- A photocopier (for the mission in general);
- A scanner.

5.4.2. The list of logistical means with proof of possession: GROUP II

- Two air-conditioned 4x4 pickup vehicles (Owned or hired)

5.4.3. The minimum list of geotechnical equipment specific to the applicant or its subcontractor: GROUP III

- 01 light dynamic penetrometer (Owned or hired)
- 02 ladies PROCTOR (Owned or hired)
- 01 Abrams cones (Owned or hired)
- 01 concrete press (Owned or hired)
- 01 electric ovens (Owned or hired)
- 01 sclerometers (Owned or hired)
- 01 CASSAGRANDE unit with accessories (Owned or hired)
- 03 CBR moulds with accessories (Owned or hired)

5.4.4. List of Survey Equipment with Proof of Ownership : GROUP IV

- 01 Complete Total Station TC1200 with tripods (Owned or hired)
- 01 Dumpy level with Tripods (Owned or hired)
- 01 Theodolite WILD T2 with Tripods (Owned or hired)
- 01 Distance meter DISTOMAT 2000 (Owned or hired)

All the expenses of mobilisation, maintenance and functioning of this equipment are on the Consultant, without responsibility of the Client.

In addition, the co-contractor will recruit and support:

- The support staff necessary for the proper functioning of the monitoring mission.
- The equipment necessary for the proper execution of the services, including additional geotechnical equipment.

5.5. Consistence of the Start-up report

Less than one month after notification of the Service Order to begin the services, the consultant shall produce a starting-up report to update his work programme:

- Methodology,
- plan for the implementation of the main activities/tasks of the Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports
- Team Composition, Assignment, and Key Experts' inputs
- Security Plan
- List of equipment's and materials to be used

5.6. Monitoring of services

Monthly monitoring meetings will be set up by the contract manager in the city where the projects are being executed and bi-weekly monitoring meetings by the Contract Engineer. The presence of all experts is an obligation.

5.7. Quarterly evaluation of the consultant services in conditional phase

In the follow-up phase of the work, an evaluation of the consultant's services will be carried out on a quarterly basis. This evaluation conducted by the Monitoring and Technical Acceptance Commission (MTAC) will be based on the quarterly report of the Consultant's activities.

At the end of each monitoring and acceptance session, minutes are drawn up containing any recommendations to the consultant and possibly to the project team generally.

5.1. Framework schedule of unit prices

Article 1 : General Provision

The Consultant is deemed to have perfect knowledge of all the constraints on the performance of the services as well as the local conditions likely to influence this execution and its cost.

He will not be able to present a claim, except in the conditions envisaged by the present contract.

The services performed by the bidder will be remunerated by applying the price of the list to the quantities actually executed and evaluated according to the clauses of the contract.

List prices include all labor costs, supply, rental, depreciation, operation and maintenance of equipment, personnel transportation costs, allowances, premiums, insurance and social charges for various expenses. personal, the right to leave, management and management fees, profits and contingencies, the cost of transporting the equipment, various taxes and duties excluding VAT and all subjections.

Prices are given in words and numbers. The tenderer will endeavor to verify the correspondence of the unit prices in letters and figures. In the event of a discrepancy, only the price in letters will be retained for the verification of the estimated detail and the overall amount of the offer.

The Bidder will not be able to oppose its good faith in order to avoid its commitment if the global amounts of its bid were to be modified after verifying the compliance of the unit prices in figures or the calculation of the estimated detail.

The price of the list will be established from a sub-detail of the prices to be provided by the bidder.

Article 2: Definition and consistency of prices

The price of the bill will be given excluding VAT, the costs including all taxes to be indicated at the end of the Bill of quantites.

N°	DESIGNATION OF SERVICES EXCL VAT IN LETTERS (XAF)	UNIT PRICES EXCL VAT (XAF)
100	<p>Staff remuneration (Experts)</p> <p>This price covers for all the missions, the totality of the expenses related to the activity of the expert, namely: the wages, the social charges, the insurance, medical expenses, transportation, communication and leave, housing costs, travel expenses, overheads, taxes, management and management fees, profits and contingencies, publishing and reproduction of his reports, working after normal working hours, etc ... and all subjections relating thereto.</p> <p>The actual time spent by the expert is recorded by the Contract Engineer (SCC 9.1).</p>	
101	<p>A mission head: Architect</p> <p>Person-Month:</p>	

102	Assistant project Manager, Civil engineer Person-Month:	
103	Geotechnical Engineer Person-Month:	
104	Environnementaliste or QHSE Person-Month:	
107	Surveyor Person-Month:	
109	Civil Engineering technician Person-Month:	
110	Laboratory technician Person-Month:	
111	Secretary Person-Month:	
112	Driver Person-Month:	
200	Other Expenditures	
201	General operation of the company This price covers for all the missions, the totality of the expenses relative to the general running of the company, namely: guard , production of progress reports , mobilisation of geotechnical equipments , computer equipments and survey equipments, mobilisation of (04) four vehicles as specify in the termes of references , additiona allowances on working hours and Including Cost	

	<p>induced by security context and any further suggestions thereto.</p> <p>It shall be broken down as follows :</p> <ul style="list-style-type: none"> • 70% for road works • 30% for commercial facilities and drianage works <p>The Month:</p>	
400	Moinitoring of work during the warranty period	
401	<p>Quarterly visit</p> <p>This price covers for all the missions during the quarterly visits and the final acceptance, all operating costs during the warranty period and any related conditions.</p> <p>This quarterly visit will be conducted by at least the Project Manager, the Geotechnical Engineer and the Environmentalist and a report shall be produce after every mission.</p> <p>The visit:.....</p>	

5.J. Framework of detailed estimates

N°	Designation	Unit	QTY	U.P	TP (F CFA)
100	Staff Rémunération				
	Key Expert				
101	A mission head: Architectural	MM	08		
102	Assistant project Manager, Civil engineer	MM	08		
103	Geotechnical Engineer	MM	08		
104	Environnementaliste or QHSE	MM	08		
106	Civil Engineering technician	MM	08		
108	Laboratory technician	MM	04		
110	Secretary	MM	08		
111	Driver	MM	08		
	Sub-total 100: Remuneration				
200	Other Expenditures				
201	General operation of the company	Month	08		
	Sub-total 200: Other Expenditures				
300	Monitoring of the Worksite during the Warranty Period.				
301	Quarterly visit	visits	02		
	Sub-total 300: Monitoring of the Worksite during the Warranty Period.				
	<u>Total Price of the Financial Offer excluding VAT (E.VAT):</u> {Should reflect the amount in Form FIN-1}				
500	INDIRECT TAXES <i>To examine and analyze when negotiating the contact(if awarded)</i>				
501	Value Added Tax (VAT =19,25% E.VAT				

502	Local Income Tax for local resident / activity (LIT=2,2% E.VAT)		
	<u>Total estimated indirect taxes in the country of the Client:</u> { Should reflect the amount in Form FIN-1 }		
	TOTAL Including VAT (I.VAT= E.VAT+VAT) :		
	NET AMOUNT TO BE PAID, No taxes Included (NAP=E.VAT- LIT-FIT) :		

NB. The LIT and FIT shall be deducted directly from the Bills

DOCUMENT No.6

Technical bid Model Tables

- 4A. Letter of submission of technical bid
- 4B. Candidate's references
- 4C. Candidate's observations and suggestions on the Terms of Reference and on the data, services and installations to be furnished by the Contracting Authority.
- 4D. Description of the proposed methodology and work plan to accomplish the mission
- 4E. Composition of the team and responsibilities of its members
- 4F. Model curriculum vitae (CV) of the proposed specialised personnel
- 4G. Calendar of the specialised personnel
- 4H. Calendar of activities (work programme).