

NORTH WEST DEVELOPMENT AUTHORITY  
MISSION DE DÉVELOPPEMENT DU NORD OUEST

P.O. Box, 442, Bamenda

Tel: (237) 3336 13 78

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Bamenda, the.....

11 JUL 2025

No.....PPRD/MIDENO/B/.....

RESTRICTED NATIONAL INVITATION TO TENDER N° ...../RNIT/PPRD/MIDENO/MITB/13/84/2025  
OF ..... FOR THE REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE  
FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF  
THE NORTH WEST REGION (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE

FUNDING:

PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT (PPRD) –  
EXERCISE 2025

BUDGETARY HEAD: XXXXX: Construct Social Infrastructures

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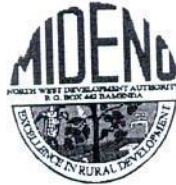
**DOCUMENT NO.0: LETTERS OF INVITATION TO TENDER**

**MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT**  
**MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL**

**REPUBLIC OF CAMEROUN**  
Peace – Work – Fatherland

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Bamenda, the.....

N°.....PPRD/MIDENO/B/...*1218*.....*11 JUL 2025*.....*m.15/13/84*

**THE DIRECTOR GENERAL**

To: **THE DIRECTOR**  
**MODESAR INTERNATIONAL Company**  
**(MIC) Limited**

**REFERENCE: Authorization N° 04886-25/L/MINMAP/SG/DGMI/DNTR/CEG of 18th June 2025 for the rehabilitation of the roads in Njikwa (02) 60km**

**SUBJECT: LETTER OF INVITATION TO TENDER**

**Dear Sir/Madam**

1. We are pleased to inform you that you are qualified for the project referred to above and have consequently been authorized to tender for the **REHABILITATION OF ROADS IN NJIKWA (02) 60KM THROUGH MUTUAL AGREEMENT PROCEDURE WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE**
2. We are hereby inviting you to tender for the execution of the contract mentioned in the reference.
3. A complete set of the tender file may be consulted and withdrawn **during working hours from 8:00 am to 4:00 pm every day from Monday to Friday before the deadline for submission** against the payment of a non-refundable sum of **One hundred and five thousand (105,000) fcfa payable into Account Number 06845-97568660001-28 (SPECIAL ACCOUNT SAC-ARMP) belonging to the Public Contracts Regulatory Agency (ARMP) in any BICEC Branch in Cameroon**
4. The stamped hand endorsed bid bond according to the attached model for the sum of **Two million four hundred thousand (2,400,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the **"Caisse Dépôt et Cosignation (CDEC)** in accordance with Circular letter N° 0000019/L/MinMap of 5<sup>th</sup> June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.
5. All bids must be submitted at the Secretariat of the Project Management Office of MIDENO, located along Ayaba Street, opposite Mansfield Plaza Hotel latest the ..... **08 AOUT 2025** ..... at **10:00 am prompt**, local time

b. The Administrative, Technical and financial bids shall be examined by an adhoc committee put in place by the Project Owner

7. This invitation to tender is addressed to the bidders in the following restricted list:

Name of Firms	Address
MODESAR INTERNATIONAL COMPANY (MIC) LTD	
ETS FAVOUR PARTNESHIP LIMITED	
RENGO GROUP LIMITED	

8. Please acknowledge receipt of this letter to the following address: **The Director General, North West Development Authority, P.O. Box 442, Bamenda or through Email: mideno1981@gmail.com within ten (10) days** from the date of receipt of this letter and indicate if you do or do not intend to tender without which your disapproval to submit shall be noted.

**FOR: NORTH WEST DEVELOPMENT AUTHORITY**

**CC**

- ARMP (for publication and archiving)
- Chairperson MITB (for information)
- Notice Board MIDENO (for information)
- Contracts Service (for archiving)



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Bamenda, the.....

11 JUL 2025

N°.....PPRD/MIDENO/B/.....

**THE DIRECTOR GENERAL**

To: **THE DIRECTOR**  
**Ets Favour Partnership Ltd**

**REFERENCE: Authorization N° 04886-25/L/MINMAP/SG/DGMI/DNTR/CEG of 18th June 2025 for the rehabilitation of the roads in Njikwa (02) 60km**

**SUBJECT: LETTER OF INVITATION TO TENDER**

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2. We are hereby inviting you to tender for the execution of the contract mentioned in the reference.

3. A complete set of the tender file may be consulted and withdrawn **during working hours from 8:00 am to 4:00 pm every day from Monday to Friday before the deadline for submission** against the payment of a non-refundable sum of **One hundred and five thousand (105,000) fcfa payable into Account Number 06845-97568660001-28 (SPECIAL ACCOUNT SAC-ARMP) belonging to the Public Contracts Regulatory Agency (ARMP) in any BICEC Branch in Cameroon**

4. The stamped hand endorsed bid bond according to the attached model for the sum of **Two million four hundred thousand (2,400,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the **“Caisse Dépôt et Cosignation (CDEC)** in accordance with Circular letter N° 0000019/L/MinMap of 5<sup>th</sup> June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.

5. All bids must be submitted at the Secretariat of the Project Management Office of MIDENO, located along Ayaba Street, opposite Mansfield Plaza Hotel latest the ..... **08 AUG 2025** ..... at **10:00 am prompt**, local time

6. The Administrative, Technical and financial bids shall be examined by an adhoc committee put in place by the Project Owner

7. This invitation to tender is addressed to the bidders in the following restricted list:

Name of Firms	Address
MODESAR INTERNATIONAL COMPANY (MIC) LTD	
ETS FAVOUR PARTNESHIP LIMITED	
RENGO GROUP LIMITED	

8. Please acknowledge receipt of this letter to the following address: **The Director General, North West Development Authority, P.O. Box 442, Bamenda or through Email: mideno1981@gmail.com within ten (10) days** from the date of receipt of this letter and indicate if you do or do not intend to tender without which your disapproval to submit shall be noted.

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Bamenda, the..... **11 JUL 2025**

N°...../MIDENO/B/..... **1220 MITB/13/84**

**THE DIRECTOR GENERAL**

To: **THE DIRECTOR**  
**RENGO Group Limited**

**REFERENCE: Authorization N° 04886-25/L/MINMAP/SG/DGMI/DNTR/CEG of 18th June 2025 for the rehabilitation of the roads in Njikwa (02) 60km**

**SUBJECT: LETTER OF INVITATION TO TENDER**

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5. All bids must be submitted at the Secretariat of the Project Management Office of MIDENO, located along Ayaba Street, opposite Mansfield Plaza Hotel latest the ..... **08 AOUT 2025** ..... at **10:00 am prompt**, local time
6. The Administrative, Technical and financial bids shall be examined by an adhoc committee put in place by the Project Owner

7. This invitation to tender is addressed to the bidders in the following restricted list:

Name of Firms	Address
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ETS FAVOUR PARTNESHIP LIMITED	
RENGO GROUP LIMITED	

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Bamenda, the..... 11 JUL 2025

No.....PPRD/MIDENO/B/.....

TENDER NOTICE

RESTRICTED NATIONAL INVITATION TO TENDER N° ...../RNIT/PPRD/MIDENO/MITB/13/84/2025 OF 11 JUL 2025 FOR THE REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST REGION (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE

Article 1: SUBJECT OF THE INVITATION TO TENDER

Within the framework of Protocol Agreement No 000104/PPRD/SC/CU of 23<sup>rd</sup> April 2025 signed between the Presidential Plan for Reconstruction and Development of the North West and South West Regions (PPRD) and the North West development Authority (MIDENO), the Director General of MIDENO, the Contracting Authority, hereby launches a Restricted National invitation to tender for the rehabilitation of roads in Njikwa (02) 60km through mutal agreement procedure

Article 2: Work Specification: The works include the following:

1.1.1 Road Resurfacing and Pavement Rehabilitation:

- To rehabilitate the existing road surface by removing damaged layers and resurfacing with durable materials (e.g., soil or concrete) to improve ride quality, skid resistance, and longevity.
- To address issues such as potholes, cracks, and surface wear, ensuring that the road can withstand heavy traffic loads and adverse weather conditions.

1.1.2 Structural Reinforcement:

- To upgrade and strengthen the road's underlying foundation and subgrade materials to prevent future deterioration and increase load-bearing capacity, especially under the impact of heavy vehicles.
- To improve drainage systems to prevent waterlogging and road damage caused by flooding or poor drainage, thereby extending the road's lifespan.

1.1.3 Improvement of Road Geometric Design:

- To modify the road's alignment, cross-section, and curvature where necessary to enhance road safety and traffic flow. This may involve widening sections of the road, smoothing sharp curves, and improving intersections and signage.



- To improve the gradient of the road to reduce steep inclines that may cause traffic congestion or accidents, particularly in mountainous areas.

#### 1.1.4 Upgrading of Drainage Systems:

- To rehabilitate or replace damaged culverts, and other drainage structures along the route to ensure uninterrupted traffic flow and prevent flooding during periods of heavy rainfall.
- To enhance the existing stormwater drainage system, which will protect the road from erosion, water damage, and undermining of the roadbed.

#### 1.1.5 Road Safety and Signs:

- To implement road safety measures including the installation of adequate road markings, traffic signs, and safety barriers, particularly at critical points like bends, intersections, and high-traffic zones.
- To incorporate modern lighting systems and reflective paint to improve nighttime visibility and reduce accidents.

#### 1.1.6 Environmental and Sustainability Considerations:

To use eco-friendly construction materials and techniques that reduce environmental impact, while also considering the preservation of local ecosystems during roadwork.

To implement erosion control measures to protect the surrounding environment from soil runoff and vegetation destruction, particularly in areas near water bodies or sensitive ecological zones.

#### 1.1.7 Quality Control and Maintenance Framework:

To establish rigorous quality assurance procedures during construction to meet international road construction standards, ensuring the project is completed with the highest level of durability.

To set up a sustainable road maintenance plan, including regular inspections and the establishment of a dedicated local maintenance crew to carry out ongoing upkeep and repairs post-construction.

By focusing on these specific technical objectives, the project will ensure that the rehabilitated Bamenda-Bafut-Wum road not only enhances the movement of people and goods but also meets engineering standards for safety, durability, and efficiency. This will result in a road network that is resilient to future demands, minimizes maintenance costs, and provides long-term benefits to the region.

**Article 3: Participation :** Participation in tendering is restricted to the following firms:

Name of Firms	Address
MODESAR INTERNATIONAL COMPANY (MIC) LTD	
ETS FAVOUR PARTNESHIP LIMITED	
RENGO GROUP LIMITED	

**Article 4: Execution deadline:** The maximum execution deadline provided for by the Project Owner for the execution of the works subject of this tender shall be **Six (06) calendar months**, including the rainy season and other natural occurrence, with effect from the date of notification of the service order to start work.

**Article 5: Financing:** The rehabilitation works which form subject of this invitation to tender shall be financed by the budget of the **Presidential Plan for Reconstruction and Development (PPRD) of the North West and South West Regions for 2025**



**Article 6: Allotment:** The works of this tender is not subject to allotment as the successful bidder shall rehabilitate the road as one contract

**Article 7: Provisional cost:** The estimated cost of the operation following prior studies stands at **One hundred and twenty million (120,000,000) fcfa VAT inclusive**

**Article 8: Provisional Guarantee (Bid bond):** The stamped and endorsed bid bond according to the attached model for the sum of **Two million four hundred thousand (2,400,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 10** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the **"Caisse Dépôt et Consignation (CDEC)** in accordance with Circular letter N° 0000019/L/MinMap of 5<sup>th</sup> June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.

**Article 9: Consultation of the tender file:** The tender file may be consulted during working hours **from 8:00 am to 4:00 pm** at the **MIDENO Head Office, Secretariat of the Director General, Ayaba Street, P.O. Box 442, Bamenda; Email: mideno1981@gmail.com: 237 233 361 378** following the publication of this notice.

**Article 10: Acquisition of the tender file:** The tender file may be obtained during working hours **from 8:00 am to 4:00 pm** at the **MIDENO Head Office, Secretariat of the Director General, Ayaba Street, P.O. Box 442, Bamenda; Email: midenobda@yahoo.com: Tel: 237 233331661, 237 677704325, 237 677 840 250** following the publication of this notice against the payment of a non-refundable sum of **One hundred and five thousand (105,000) belonging to the Public Contracts Regulatory Agency (ARMP) in any BICEC Branch in Cameroon**

**Article 11: Submission of bids:** Each bid drafted in English or French in **(7 copies)** including one **(1) original and six (6) copies** marked as such, should reach the **MIDENO Head Office located at Ayaba Street adjacent Mansfield Plaza Hotel, P.O. Box 442, Bamenda)** not later than **08 AUG 2025** At **10:00 am prompt** and should carry the inscription:

"RESTRICTED NATIONAL INVITATION TO TENDER N° ...../RNIT/PPRD/MIDENO/MITB/13/84/2025 OF **11 JUL 2025** FOR THE REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST REGION (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE"

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

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

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

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

#### **Article 12: Admissibility of bids**

Under pain of being rejected, only originals or certified true copies by the issuing service and official or administrative authorities (Senior Divisional Officers, Divisional Officers, Bank Officials, and Taxation Officials etc.) of the administrative documents required, including the bid bond, must imperatively be produced in accordance with the Special Conditions of the invitation to tender. They must obligatorily not be older than three (3) months or must not be produced after the submission of the bids.

Any incomplete bid not in conformity with the prescriptions of this notice and tender file shall be declared inadmissible. Especially the absence of a bid bond issued by a first-rate bank approved by the Ministry 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 without any appeal being entertained.

**Article 13: Opening of bids:** The opening of the bids (Administrative documents, Technical and financial proposals) in **one phase** shall be done on ..... **08 AUG 2025** at **11:00am** local time by an Adhoc committee put in Place by the Director General of **MIDENO Conference Room at the Project management Office**. Only bidders may attend or duly represented by a person of their choice.

**Article 14: Evaluation Criteria:** The bids shall be evaluated according to the following principles:  
**EliminatoryCriteria**

- Absence or insufficient Bid Bond of the specified amount
- Absence of the receipt of deposit from CDEC of the amount indicated in the bid bond
- Late submission of bids
- False declarations or forged documents
- Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts
- Associated directly or indirectly with the conception, preparation of technical specifications and other documents concerned with this tender
- Non-respect of 75% of the essential criteria
- Bids whose outer envelopes leads to the recognition of the bidder

**B. Essential Criteria:** The technical documents shall be evaluated following the binary method as follows:

**B.1 General Presentation of bids**

	<b>Marks</b>
Document spirally bound	Yes/No
Table of content	Yes/No
Colour separators	Yes/No
Bidding documents initialed on each page by duly mandated representative	Yes/No

**B.2 Presentation of firm**

	<b>Marks</b>
Organnigramme of firm/Enterprise	Yes/No
Experience of at least two (2) years in works of same/similar nature	Yes/No
Table of References of past works of same/similar nature	Yes/No

**B.3 Personnel**

	<b>Marks</b>
Table of personnel	Yes/No
Works Director: Rural Engineer or Civil Engineer with at least 5 years working experience	Yes/No
Works supervisor or Foreman: Senior Civil Engineering Technician with at least five (5) year experience	Yes/No
Presence of Certificates/Diplomas of personnel	Yes/No
Presence of signed CVs of Personnel	Yes/No

**B.4: Methodology/Technical Organization of Works**

	<b>Marks</b>
Proof of site visit	Yes/No
Comprehensive Technical Report of Site	Yes/No
Organigramme of project execution	Yes/No
Logical presentation of planning, Methodology,/Organization, outputs & reporting of works	Yes/No
Special Technical condition (CTTP) duly initialed on each page, signed, signed & dated on last page	Yes/No
Environmental and security mitigation measures	Yes/No

**B.5: Equipment for Project**

	<b>Marks</b>
One concrete vibrator owned	Yes/No
One concrete mixer owned	Yes/No
One pickup vehicle owned	Yes/No
One dump truck hired or own	Yes/No



**B.5: Financial Capacity**

- Proof of financial capacity of at least **90,000,000 fcfa**  
Yes/No

Nota Bene: Only bids that score at least 75% of the essential criteria shall have their financial offer evaluated

**Article 15: Award:** The bidder evaluated with a score of 75% and above on the essential criteria and presents the lowest bid financial proposal shall be awarded the contract.

**Article 16: Period of Validity of Bids:** Bidders will remain committed to their bids for thirty (30) days from the deadline set for the submission of bids.

**Article 17: Complementary Information:** Complementary information can be obtained during working hours from 8 am to 4 pm at *the secretariat of the Director General, MIDENO, P.O. Box 442, Bamenda:*  
**Email:** [mideno1981@gmail.com](mailto:mideno1981@gmail.com): **Tel:** 237 233 361 378

FOR: NORTH WEST DEVELOPMENT AUTHORITY



CC

- ARMP (for publication and archiving)
- MINMAP (For information)
- Chairperson of MITB (for information)
- MIDENO Notice Board (for information)

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Bamenda, the 11 JUL 2025

No. 12.17 PPRD/MIDENO/B/... MITB/13/84

AVIS D'APPEL D'OFFRES

APPEL D'OFFRES NATIONAL RESTRIENT N° ...../AONR/PPRD/MIDENO/MITB/13/84/2025 DE  
..... POUR LA REHABILITATION OF ROADS IN NJIKWA (02)  
60KM WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND  
DEVELOPMENT OF THE NORTH WEST REGION (PPRD) PAR LE PROCEDURE GRE-A-GRE

**Article 1 : Objet de l'Appel d'Offres :** Dans le cadre du Protocol Agreement N° 000104/PPRD/SC/CU of 23<sup>rd</sup> April 2025 signed between the Presidential Plan for Reconstruction and Development of the North West and South West Regions (PPRD) and the North West development Authority (MIDENO), the Director General of MIDENO, the Contracting Authority, hereby launches a Restricted National invitation to tender for the rehabilitation of roads in Njikwa (02) 60km

**Article 2. - Consistance des travaux :** Les travaux comprennent notamment :

**1.1.8 Road Resurfacing and Pavement Rehabilitation:**

- To rehabilitate the existing road surface by removing damaged layers and resurfacing with durable materials (e.g., soil or concrete) to improve ride quality, skid resistance, and longevity.
- To address issues such as potholes, cracks, and surface wear, ensuring that the road can withstand heavy traffic loads and adverse weather conditions.

**1.1.9 Structural Reinforcement:**

- To upgrade and strengthen the road's underlying foundation and subgrade materials to prevent future deterioration and increase load-bearing capacity, especially under the impact of heavy vehicles.
- To improve drainage systems to prevent waterlogging and road damage caused by flooding or poor drainage, thereby extending the road's lifespan.

**1.1.10 Improvement of Road Geometric Design:**

- To modify the road's alignment, cross-section, and curvature where necessary to enhance road safety and traffic flow. This may involve widening sections of the road, smoothing sharp curves, and improving intersections and signage.
- To improve the gradient of the road to reduce steep inclines that may cause traffic congestion or accidents, particularly in mountainous areas.



#### 1.1.11 Upgrading of Drainage Systems:

- To rehabilitate or replace damaged culverts, and other drainage structures along the route to ensure uninterrupted traffic flow and prevent flooding during periods of heavy rainfall.
- To enhance the existing stormwater drainage system, which will protect the road from erosion, water damage, and undermining of the roadbed.

#### 1.1.12 Road Safety and Signs:

- To implement road safety measures including the installation of adequate road markings, traffic signs, and safety barriers, particularly at critical points like bends, intersections, and high-traffic zones.
- To incorporate modern lighting systems and reflective paint to improve nighttime visibility and reduce accidents.

#### 1.1.13 Environmental and Sustainability Considerations:

To use eco-friendly construction materials and techniques that reduce environmental impact, while also considering the preservation of local ecosystems during roadwork.

To implement erosion control measures to protect the surrounding environment from soil runoff and vegetation destruction, particularly in areas near water bodies or sensitive ecological zones.

#### 1.1.14 Quality Control and Maintenance Framework:

To establish rigorous quality assurance procedures during construction to meet international road construction standards, ensuring the project is completed with the highest level of durability.

To set up a sustainable road maintenance plan, including regular inspections and the establishment of a dedicated local maintenance crew to carry out ongoing upkeep and repairs post-construction.

By focusing on these specific technical objectives, the project will ensure that the rehabilitated Bamenda-Bafut-Wum road not only enhances the movement of people and goods but also meets engineering standards for safety, durability, and efficiency. This will result in a road network that is resilient to future demands, minimizes maintenance costs, and provides long-term benefits to the region.

**Article 3 Participation:** Participation à cette Invitation est restreint pour les entreprises suivant :

Nom des entreprises	Adresse
MODESAR INTERNATIONAL COMPANY (MIC) LTD	
ETS FAVOUR PARTNESHIP LIMITED	
RENGO GROUP LIMITED	

**Article 4 : Délais d'exécution :** Le délai maximum prévu par le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **Six (6) mois**.

**Article 5.- Financement :** Les travaux, objets du présent Avis d'Appel d'Offres, sont financés par le budget de **Presidential Plan for Reconstruction and Development (PPRD) of the North West and South West Regions for 2025**

**Article 6 : Allotissement :** Les travaux ne font pas objet d'allotissement cas l'attributaire exécutera la



**Article 7 : Coût prévisionnel :** Le coût prévisionnel de l'opération à l'issue des études préalables est de Deux cent cent vingt million (120,000,000) fcfa

**Article 8.- Cautionnement Provisoire (Garantie de soumission) :** La caution de soumission timbre acquittée à la main (suivant model joint) d'un montant de Deux million quatre cent milles (2,400,000) FCFA par lot d'une durée de validité de trente (30) jours établie par un organisme ou un institution financière agréé par le Ministre en charge des Finances pour émettre les cautions dans le domaine de marchés publics et dont la liste figure dans la pièce 11 du DAO. Ledit cautionnement doit être accompagné d'un récépissé de consignation délivré par la Caisse de dépôt et Consignation (CDEC) conformément à la lettre Circulaire No 0000019/LC/MinMap du 05 juin 2024 relative aux modalités de constitution des consignations, de conservation, de restitution et de déconsignation des cautionnements sur les marchés publics, en cas de groupement, la caution de soumission est libellée au nom du groupement.

**Article 9.- Consultation du dossier d'Appel d'Offres :** Le dossier peut être consulté aux heures ouvrables de lundi à vendredi de 8h à 16h au Siège Social de la MIDENO, Secrétariat du Directeur Général. Situé à Ayaba Street. B.P. 442, Bamenda : Email : [mideno1981@gmail.com](mailto:mideno1981@gmail.com): Tel 237 233 361 378 des publications du présent avis.

**Article 10.- Acquisition du dossier d'Appel d'Offres :** Le dossier peut être obtenu pendant des heures ouvrables de lundi à vendredi de 8h à 16h au Siège Social de la MIDENO, Secrétariat du Directeur Général, situé à Ayaba Street, B.P. 442, Bamenda; Email: [midenobda@yahoo.com](mailto:midenobda@yahoo.com): Tel 237 233 361 378 des publications du présent avis, contre versement d'une somme non remboursable de 105,000 fcfa ou l'équivalent, payable dans une Agence BICEC au « Compte Spécial –CAS ARMP N° 06845 97568660001- 28 La quittance doit identifier le payeur comme représentant de l'entreprise ou groupement désireux de participer à l'Appel d'Offres

**Article 11.- Remise des Offres :** Chaque offre rédigée en Français ou en Anglais, en Sept (07) exemplaires dont un (01) original et Six (06) copies marquées comme tels, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous pli fermé, au Siège Social de la MIDENO, Secrétariat du Directeur Générale de la MIDENO, situé à Ayaba Street, B.P. 442, Bamenda; Email: [midenobda@yahoo.com](mailto:midenobda@yahoo.com): Tel : 237 233 361 378 au plus tard le ..... à 10h précise heure local (GMT+1) et devront porter la mention:

**APPEL D'OFFRES NATIONAL RESTRIENT N° 1217/AONR/PPRD/MIDENO/MITB/13/84/2025 DE ..... POUR LA REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST REGION (PPRD) PAR LE PROCEDURE GRE-A-GRE**

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

Toutes les offres doivent être scellées dans trois (3) enveloppes séparées comme suite :

- Enveloppe A les dossiers administratifs (Volume 1)
- Enveloppe B les dossiers techniques (Volume 2)
- Enveloppe C les dossiers financiers (Volume 3)

**Article 12.- Recevabilité des offres** Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles devront obligatoirement dater de moins de trois (03) mois précédant la date de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre



agréé par le Ministère chargé des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet de l'offre.

**Article 13.- Ouverture des offres :** L'ouverture des pièces administratives et des offres techniques aura lieu le ..... **08 AOÛT 2023** précisée par une Commission Adhoc mise en place par le Maître D'ouvrage dans la salle de conférence de la Mission de Développement du Nord-Ouest (MIDENO) sise **au Siège Social situé à Ayaba Street, en face Mansfield Plaza Hôtel**. Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix

**Article 14.- Evaluation des Offres :** Les offres seront évaluées selon les principaux critères suivants :

**A. Critères éliminatoires :**

- Absence ou insuffisance de la caution de soumission
  - Absence of the receipt of deposit from CDEC of the amount indicated in the bid bond
  - Soumission en retard
  - Les documents frauduleux ou falsifiés
  - Sanctionner d'Exclusion par L'Autorité Chargée de Marchés Publics
  - Association directe ou indirecte à la conception, préparation des spécifications techniques et autres documents concernant cet Avis d'Appel d'Offres
  - Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le soumissionnaire
- Le non-respect de 75% des critères essentiels

**B. Critères essentiels :** Les offres techniques seront évaluées sur la base de méthode binaire

<b>B.1 Présentation Générale De L'offre</b>		<b>Score</b>
▪ Document relié (sous forme d'un livre)		Oui/Non
▪ Sommaire		Oui/Non
▪ Intercalaire en couleur		Oui/Non
▪ Pagination		Oui/Non
▪ Bidding documents initialed on each page by duly mandated representative		Oui/Non
<b>B.2 Présentation de L'Entreprise</b>		<b>Score</b>
▪ Organigramme de l'Entreprise		Oui/Non
▪ Expérience de moins de 2 ans dans les travaux ou travaux similaires		Oui/Non
▪ Tableau des références pour les travaux réalisés		Oui/Non
<b>B.3 Personnels</b>		<b>Score</b>
▪ Liste du personnel		
▪ Conducteur des travaux : ingénieur des travaux du Génie Rural avec au moins <b>un (02) ans</b> d'expérience		Oui/Non
▪ Chef de chantier : Technicien Supérieur du génie civil avec au moins <b>un (1) an</b> d'expérience		Oui/Non
▪ Personnel d'appui « Maçons, Charpentiers, électricien, Main d'œuvre etc		Oui/Non
▪ Présence des diplômes du personnel		Oui/Non
▪ Présence des CV du personnel signés		Oui/Non
<b>B.4: Programme d'exécution Des Travaux</b>		<b>Score</b>
▪ Preuve d'avoir visité les sites des travaux		Oui/Non
▪ Rapport technique de visite des lieux		Oui/Non
▪ Organigramme du projet		Oui/Non
▪ Présentation de l'ordre d'exécution des tâches, méthodologie, organisation, extraits et rapports des travaux		Oui/Non
▪ CCTP griffé sur toutes les pages, signé et daté à la dernière page		Oui/Non
▪ Présentation des mesures de sécurité et protection environnementale		Oui/Non
<b>B.5: Equipement du Projet</b>		<b>Score</b>
▪ Liste du matériel		Oui/Non
▪ Preuve de moyen de transportation des matériels sur le site		Oui/Non
▪ Petit équipement ; seau, marteaux, brouettes etc		Oui/Non
<b>B.5: Capacité Financière</b>		<b>Score</b>

- Preuve d'une capacité financière d'au moins 187,500,000 CFA

Oui/Non

**Article 15 : Offre du marché :** Le soumissionnaire qui obtiendra un score de 75% et au-delà sur les critères essentiels et qui présentera l'offre la moins disante sera offert le marché.

**Article 16 : Durée de validité des offres :** Les soumissionnaires restent engagés par leur offre pendant 30 jours à partir de la date limite fixée pour la dépôt des offres

**Article 17 : Renseignements complémentaires :** Les renseignements complémentaires peuvent être obtenus aux heures ouvrables de lundi à vendredi de 8h à 16h au Siège Social de la MIDENO, Secrétariat du Directeur Général, situé à Ayaba Street, B.P. 442, Bamenda; Email: midenobda@yahoo.com; Tel 237 233 361 378



**Ampliations :**

- ARMP (pour publication et archivage)
- MINMAP NWR (pour information)
- Président CIPM MIDENO (pour information)
- Affichage MIDENO (pour information)
- Service des marches MIDENO (pour archivage)



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## DOCUMENT NO. 02: GENERAL REGULATIONS OF THE INVITATION TO TENDER

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**A) GENERAL**

**Article 1: Scope of offer**

**1.1** The Project Owner here referred to as the "North West Development Authority (MIDENO)", launches an Open National Invitation to tender in view of obtaining the supplies and ancillary services briefly described in the Special Regulations of the Open National Invitation to tender and specified in the *Supplies Descriptive* as well as in the schedule of Quantities.

The name, identification number and number of lots which form the subject of the Open National Invitation to tender feature in the Special Regulations of the Open National Invitation to tender. Hereafter reference is made to it under the theme "supplies"

**1.2** The bidder retained or the successful bidder must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs from the date of notification of the Administrative Order to start the delivery of the supplies.

**1.3** In this Tender file the terms "Project Owner" and "North West Development Authority" and "MIDENO" are interchangeable, while the term "Day" or "Month" refers to a Calendar day or month.

**Article 2: Financing**

**2.1** The source of financing for the supplies forming the subject of this invitation to tender shall be specified in the Special Regulations of the invitation to tender

**Article 3: Fraud and Corruption**

**3.1** MIDENO requires of bidders and its contractors the strict respect of rules of professional ethics during the award and execution of public Contracts. By virtue of this principle, MIDENO:

a) Defines, within the context of this clause, the expressions in the following manner:

i) *shall be guilty of «Corrupt practice» whoever offers, gives requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;*

ii) *is involved in «fraudulent manoeuvres» whoever deforms or distorts facts in order to influence the award or execution of a contract;*

iii) *Collusive Practices: mean any form of agreement between two or among several bidders (whether MIDENO is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition; and*

IV) *Coercive Practices: mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.*

b) *Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.*

**3.2** The Minister Delegate in charge of Public Contracts, Authority in Charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud corruption, or production of non authentic documents in his offer, without prejudice to legal action that may be taken against him.

**Article 4: Candidates allowed to compete**

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

**4.2** Generally, the invitation to tender is addressed to all contractors, subject to the following provisions;

a) A bidder (including all members of a group of enterprises and all sub contractors to the bidder) must be from an eligible country in accordance with the Funding Agreement.

b) A bidder (including all members of a group of enterprises and all sub contractors to the bidder) must not be in a situation of conflict of interest.

A Bidder will be judged to be in a situation of conflict of interest if he;

i) Is associated with or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender ; or

ii) Presents more than one offer within the context of this invitation to tender, except authorized variants



according to **Clause 77**, where need be; meanwhile, this does not **prevent the participation or sub-contractors in more than one offer.**

c) The bidder must not have been excluded from bidding for public contracts.

d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is

i) Legally and financially autonomous

ii) Managed according to commercial laws and

iii) Not under the direct supervisory authority of MIDENO.

#### **Article 5: Supplies and ancillary services meeting the criteria of origin**

5.1 All the supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2 Within the meaning of this clause, the term « **Supplies** » shall refer to **products, raw material, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation and initial training.**

5.3. The term 'Originate' shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

#### **Article 6: Qualification of Bidders**

6.1 As an integral part of their offer, bidders must where applicable:

a) Submit a Power of Attorney, making the signatory of the offer bound by the offer; and

b) Furnish all the information (complete or updated information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

i) The production of certified balance sheets or turnover

ii) Access to a credit line or availability of other sources of funding

iii) Orders acquired and contracts awarded and executed

iv) Pending litigations

v) Availability of indispensable equipment

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

a) The offer must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group.

b) The offer and the contract must be signed in a way that it is binding on all members of the group.

c) The nature of the group (*joint or several as stipulated in the Special Regulations*) must be specified and justified with the production of a joint venture agreement in due form;

d) The member of the group designated as the representative will represent all the undertakings vis -a- vis the Project Owner with regards to the execution of the contract;

e) In the case of joint co-contracting, the Co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand; each undertaking is paid in its own account by the Administration where each taking a specific lot.

6.3 Bidders should equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time-limits set in the Special Regulations of the invitation to tender

#### **B) TENDER FILE**

##### **Article 7: Content of Tender File**

7.1 The tender file describes the supplies forming the subject of the contract, sets the consultation procedure by contractors and specifies the terms of the contract.

Besides the addenda published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

a) The letter of invitation to tender (for restricted invitation to tender);

b) The tender notice.



- c) The General Regulations of the invitation to tender;
- d) The Special Regulations of the invitation to tender
- e) The Special Administrative Conditions;
- f) The description of the supplies which includes;
  - The list of supplies and ancillary services;
  - Technical specifications

- g) The framework of Unit Price Schedule
- h) The detailed estimates
- i) The sub-details of unit prices
- j) The model tender letter
- k) Model price and quantity schedules
- l) Model bid bond
- m) Model of final bond
- n) Model of retention fund
- o) Model contract

p) Form relating to preliminary studies

q) List of banking establishments and financial bodies approved by the Ministry in charge of finance authorized to issue bonds.

7.2 The Bidder must examine all the rules, forms, conditions and specifications contained in the tender file. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his file.

#### **Article 8: Clarification on the Tender File**

8.1 Any bidder who wants to obtain clarifications on the Tender File may request them from MIDENO in writing or by electronic mail (telephone and E-mail) at MIDENO's address, which is: **North West Development Authority (MIDENO), Ayaba Street, opposite Mansfield Plaza Hotel, P. O. BOX 442, BAMENDA: Tel: 237 233 361 378, Email: mideno1981@gmail.com.**

MIDENO shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty one (21) days for international invitations prior to the deadline for the submission of the offers. A copy of MIDENO's response indicating the question posed but not mentioning the author is addressed to all bidders who bought the Tender File.

8.2 Between the publication of the tender notice including the prequalification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to MIDENO.

8.3 The complaint must be addressed to MIDENO with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

It must reach MIDENO not later than fourteen (14) days before the opening of the bids.

8.4 MIDENO has five (5) days to react. A copy of the reaction shall be forwarded to the body in charge of the regulation of public contracts.

#### **Article 9: Amendment of the Tender File**

9.1 MIDENO may at any moment prior to the deadline for submission of offers and for any reason, be it at their initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

9.2 Any published addendum shall be an integral part of the Tender File, in accordance with **Article 7.1 of the General Regulations of the invitation to tender** and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to MIDENO.

9.3 In order to give sufficient time to take account of the addendum in the preparation of their offers, MIDENO may postpone as is necessary, the deadline for the submission of offers, in accordance with the provisions of **Article 23.3 of the General Regulations of the invitation to tender.**

#### **C) Preparation of Offers**

#### **Article 10: Tender fees**



The candidates shall bear the costs related to the preparation and presentation of his offer and MIDENO shall in no case be responsible for these costs nor pay them whatever the evolution or outcome of the invitation to tender procedure.

#### **Article 11: Language of Offer**

**11.1** The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and MIDENO shall be drafted in **English or French**. Complementary documents and the forms provided by the bidder shall be drafted in either language on condition that a precise translation into either English or French of the passages concerning the offer is included: in which case for reasons of interpretation, the translation shall be considered to be authentic.

#### **Article 12: Constituent documents of the offer**

**12.1** The offer presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three (3) volumes:

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

It includes

i) All documents attesting that the bidder:

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

ii) The bid bond established in accordance with the provisions of **Article 19 of the General Regulations of the invitation to tender**

iii) The written confirmation empowering the signatory of the offer committing the bidder, in accordance with the provisions of **Article 6.1 of the General Regulations of invitation to tender**.

##### **b) Volume 2: Technical Offer**

###### **b.1 information on qualifications**

The Special Regulations of the invitation to tender specifies the documents to be furnished by the bidders attesting to the qualification to bid in accordance with **Articles 6(1) of the General Regulations**.

###### **b.2 Methodology of Technical Proposal**

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical characteristics, performance, marks, models and references of the materials proposed including technical prospectuses in accordance with **Article 17 of the General Regulations**;
- The calendar, schedule and delivery deadline.

###### **b.3 Proof of acceptance of conditions of the contract**

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

- The Special Administrative Conditions (SAC);
- Technical specifications

##### **c) Volume3: Financial Offer**

The Special Conditions specify the elements that will help in justifying the cost of the services, namely:

- The signed and dated original offer prepared according to the attached model, stamped at the prevailing rate.
- The duly filled schedule of Unit Prices
- The duly filled detailed estimates;



- The sub-details of prices and/or breakdown of all-in prices

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations of the invitation to tender concerning the other possible forms of bid bonds.

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

### **Article 13: Offer Price**

**13.1** Prices shall be indicated as required in the model Price Schedules and sub-details of prices as furnished in the annex.

In indicating the price, the contractor is free to turn to a transporter and to obtain insurance services from any country, subject to the conditions of eligibility attached to the financing agreement.

Prices proposed in the forms of sub-details of prices for supplies and ancillary services shall be presented in the following manner:

Prices of supplies ex-works (exit from factory, manufacturing, exhibition hall, warehouse or sales room as the case may be) including all the custom duties, sales tax or other taxes to be paid on the components or raw materials used in manufacturing or assembling of supplies;

Sales and other taxes collected on the supplies which will be due if the contract is awarded;

The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the Special Regulations of the invitation to tender.

**13.2** The Prices offered by the bidder should be firm during the duration of the execution of the contract and should no way in any manner vary, except there is a contrary provision in the Special Regulations. Except otherwise stated in the Special Administrative Conditions, an offer including a price revision clause will be considered as not being in conformity and set aside, in accordance with article 29(3) of the General Regulations.

**13.3** In the case where the invitation to tender has several lots, the prices indicated should correspond to the total of the articles of each lot and the total quantity indicated for each article. Bidders wishing to offer a rebate in the case of the award of more than one contract will specify the rebates applicable on each group of lots or each contract of the group of lots, on condition that all the offers are submitted and opened at the same time.

### **Article 14: Currency of offer**

**14.1** Prices will be drawn in the CFA Francs

### **Article 15: Documents attesting to the Eligibility of the bidder**

The bidder will furnish as full part of his offer, documents attesting that he meets the conditions of the provisions of **Article 4 of the General Regulations**.

### **Article 16: Documents attesting to the admissibility of supplies**

**16.1** In application of the provisions of **Article 5 of the General Regulations**, the bidder will furnish as a full part of his offer, documents attesting that all the supplies and services which he proposes to furnish in execution of the contract meet the criteria of origin.

**16.2** These documents will consist of a declaration of country of origin of the supplies and services proposed in the schedule of prices, declaration to be confirmed by a certificate of origin at the time of shipment.

### **Article 17: Documents attesting to the conformity of supplies**

**17.1** To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his offer, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the supplies specifications.

**17.2** These proofs may take the form of prospectus, drawings or data and include a detail description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the supplies Specifications.

**17.3** The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the supplies from the start of their use by MIDENO and during the period specified in the Special Regulations



17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by MIDENO in the quantity schedules, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

The bidder may substitute them with other quality standards, trademarks and/ or other catalogue numbers provided that he establishes to the satisfaction of MIDENO that the standards, marks and numbers thus substituted are substantially equivalent or superior to the specifications of the schedule of prices and technical specifications.

#### **Article 18: Documents attesting to the bidder's qualification**

Documents attesting that the bidder is qualified to execute the contract if his offer is accepted shall establish to the satisfaction of MIDENO that:

- In the case where the bidder offers to deliver in execution of the contract, supplies which moreover he does not manufacture or produce, the said bidder is duly authorized by the manufacturer of these supplies to deliver them in Cameroon;
- The bidder has the financial, technical and production capacity necessary to execute the contract
- In the case where the bidder has no operations in Cameroon, he is or shall (if he is awarded the contract) be represented by an Agent endowed with the expected means and capacity to ensure the tasks of maintenance, repairs and stocking of spare parts corresponding to the obligations mentioned in the Special Administrative Conditions and/or technical specifications; and
- The contractor has pertinent experience similar to that provided for in the Tender File.

#### **Article 19: Bid Bond**

19.1 In application of **Article 12 of the General Regulations**, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.

19.2 The bid bond must conform to the model presented in the Tender File; other models may be authorized subject to the prior approval of MIDENO. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by MIDENO and accepted by the bidder, in accordance with **Article 20(2) of the General Regulations**.

19.3 Any offer without an acceptable bid bond shall be rejected by MIDENO as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the offer and should mention each member of the associated grouping.

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

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

19.6 The bid bond may be seized:

##### **a) If the Bidder:**

Withdraws his offer during the time-limit which he specifies in his offer; or

Does not accept the correction of errors in application of **Article 32 of the General Regulations**; or

##### **b) If the bidder retained:**

Defaults in his obligation to sign the contract in application of Article 39 of the General Regulations; or

Defaults in his obligation to furnish the final bond in application of **Article 40 of the General Regulations of the invitation to tender**.

#### **Article 20: Validity of offers**

20.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by MIDENO in application of **Article 23 of the General Regulations**. An offer valid for a shorter period shall be rejected by MIDENO as not being in conformity.



**20.2** Under exceptional circumstances, MIDENO may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor be authorized to do so.

**20.3** Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amount payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that MIDENO shall address to the bidders. MIDENO's request shall include a form of price revision. The updating period shall run from the date of notification of the contract or the Administrative Order for the start of the execution of services by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

#### **Article 21: Form and signature of the offer**

**21.1** The bidder shall prepare an original of the constituent documents described in **Article 12 of the General Regulations** in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.

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

**21.3** The offer shall bear no modification, suppression or alteration, unless such corrections are initialed by the signatory (ies) of the offer.

#### **D) Submission of offers**

##### **Article 22: Sealing and Marking of offers**

**22.1** The Bidder shall place the original and each of the copies of the offer in separate and sealed envelopes bearing the inscription "ORIGINAL" and "COPY", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed.

**22.2** The external and internal envelopes:

Should be addressed to **The Director General, MIDENO, P.O. Box 442, Bamenda**

Should bear the name of the Project as well as the Subject number of the invitation of tender and the statement "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**"

**22.3** The internal envelopes should equally carry the name and address of the bidder in a way as to enable MIDENO return the sealed offer if it is not opened.

**22.4** If the external envelopes are not sealed and marked as indicated in **Article 22(2)** above, MIDENO shall not be responsible if the offer is misplaced or opened prematurely.

##### **Article 23: Date and time limit for Submission of offers**

**23.1** The offers must be received by MIDENO at the address specified above not later **than** ..... **at 10:00 am prompt local time.**

**23.2** MIDENO may, at its discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of MIDENO and bidders previously governed by the initial date will henceforth be governed by the new date.

##### **Article 24: Late offers**

Any offer received by MIDENO beyond the deadline for the submission of offers set by MIDENO in application of **Article 23 of the General Regulations** shall be declared late and rejected.

##### **Article 25: Modification, substitution and Withdrawal of offers**

**25.1** A Bidder may modify, replace or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by MIDENO prior to end of the time limit prescribed for the submission of the offers. The said notification must be signed by an authorized representative in application of **Article 21(2) of the General Regulations**. The modification or the corresponding replacement offer must be



attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENTOFFER" or "MODIFICATION"

**25.2** The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of **Article 22 of the General Regulations**. The withdrawal may equally be notified by telephone but should in this case be confirmed by a duly signed written notification and whose date, post mark being authentic, shall not be posterior to the time limit set for the submission of offers.

**25.3** Offers being requested to be withdrawn in application of **Article 25(1)** shall be returned unopened.

**25.4** No offer may be withdrawn in the interval between the deadline set for the submission of offers and the expiry of the validity period of the offers set in the model offer. The withdrawal of an offer by a bidder during the interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

### **E) Opening of envelopes and Evaluation of offers**

#### **Article 26: Opening of envelopes and petitions**

**26.1** The competent Tenders Board proceeds to open the envelopes in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file: at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence.

**26.2** Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated

**26.3** All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered including any rebates [in case of opening of financial offers] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Project Owner deems useful "to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

**26.4** Offers (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

**26.5** Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Adhoc Committee for Evaluation. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

**26.6** At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialed copy of the offers presented by bidders.

**26.7** In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Project Owner or Delegated Project Owner.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

#### **Article 27: Confidential nature of the procedure**

**27.1:** No information relating to the examination, evaluation, comparison of offers and verification of the



qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

**27.2:** Any attempt by a bidder to influence the Tenders Board or the Adhoc Committee for Evaluation of the bids or the Project Owner in his award decision may cause the rejection of his offer.

**27.3:** Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Project Owner for reasons having to do with his offer, he should do so in writing.

#### **Article 28: Clarifications on the offers and contact with the Project Owner**

**28.1.** To ease the examination, evaluation and comparison of offers, the Tenders Board may, if it desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorized, except it is necessary to confirm the corrector of calculation errors discovered by the Adhoc Committee for Evaluation during the evaluation in accordance with the provisions of article 32 of the General Regulations.

**28.2.** Subject to the provisions of paragraph 1 above bidders shall not contact members of the Tenders Board and the Adhoc Committee for Evaluation for questions related to their offers, between the opening of envelopes and the award of the contract.

#### **Article 29: Conformity of offers**

**29.1:** The Adhoc Committee for Evaluation shall carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order

**29.2:** The Adhoc Committee for Evaluation shall determine if the offer is essentially in conformity with the conditions fixed in the tender file based on the contents without recourse to external elements of proof

**29.3:** An offer that conforms to the tender file shall essentially be an offer that respects all the terms, conditions and specifications of the tender file without substantial divergence or reservations. A substantial divergence or reservations is that

a. Which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract.

b. Which substantially limits and is not in conformity with the Tender File, the rights of the Project Owner or the obligations of the bidder in relation to the contract; or

c. whose acceptance would be prejudicial to other bidders who presented offers that essentially conformed with the Tender File.

**29.4.** If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and be treated as such.

**29.5-** The Project Owner reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variance and other factors which are beyond the requirements of the tender file shall not be considered during the evaluation of offers.

#### **Article 30: Evaluation of Technical Offer**

**30.1:** The Adhoc Committee for Evaluation shall examine the offer to confirm that all the conditions fixed in the special regulations and special administrative conditions were accepted by the bidder without substantial difference or reservation.

**30.2:** The Adhoc Committee for Evaluation shall evaluate the technical aspects of the offer presented in accordance with **Article 17 of the General Regulations** in order to ensure that all the stipulations of the schedule of prices, delivery calendar, and supplies specifications (technical specifications, plans, inspections and trails) are respected without substantial difference or reservation.

**30.3:** If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the Adhoc Committee for Evaluation establishes that the offer does not essentially conform in application of article 29 of the General Regulations, it will propose to the tenders board that the said offer be set aside.

#### **Article 31: Qualification of the Bidder**

The Adhoc Committee for Evaluation shall ensure that the bidder retained for having submitted the offer that substantially conformed to the provisions of the Tender file, meets the qualification criteria stipulated in **Article 6 of the Special Regulations**. It is essential to avoid arbitrariness in determining qualification.

#### **Article 32: Correction of errors v**

**32.1.** The Adhoc Committee for Evaluation shall verify the offers considered essentially in conformity with the Tender File to rectify the possible calculation errors. The Adhoc Committee for Evaluation shall rectify the errors



in the following manner:

a. If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Adhoc Committee for Evaluation, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.

b. If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;

c. If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.

**32.2.** The amount featuring in the offer shall be corrected by the Adhoc Committee for Evaluation in accordance with the error correction procedure referred to above and with the conformation of the bidder, the said amount shall be considered to commit him.

**32.3.** If the bidder who presented the offer assessed as being the lowest bid does not accept the corrections, his offer shall be rejected and his bond may be seized.

#### **Article 33: Evaluation of financial offers**

**33.1** The Adhoc Committee for Evaluation shall proceed to the evaluation and comparison of offers which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.

**33.2.** For this evaluation the Adhoc Committee for Evaluation shall consider the following elements:

a. the tender price, indicated according to the provisions of clause 13 of the General Regulations;

b. adjustments made on the price to correct the arithmetical errors in application of paragraph 32 of the General Regulations;

c. Adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions;

**33.3.** To evaluate the tender price, the Adhoc Committee for Evaluation may equally consider factors other than the tender price indicated, in application of article 13 of the General Conditions, including characteristics, performance of the supplies and ancillary services and purchase conditions.

The factors retained and specified in the Special Regulations, where need be, shall be expressed in monetary terms in a way as to facilitate the comparison of offers.

#### **Article 34: Comparism of offers**

The Adhoc Committee for Evaluation shall compare all the offers that substantially conform to determine the offer evaluated as the lowest, in application of article 33(4) of the General Regulations.

#### **F. Award of the contract**

##### **Article 35: Award of the contract**

**35.1.** The Contacting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest by including, where necessary, proposed rebates.

**35.2.** If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial burden at the time of award.

##### **Article 36: The right by the Project Owner to declare an invitation to tender unsuccessful or cancel a procedure**

The Project Owner reserves the right to cancel a procedure of invitation to tender (after the authorization of the **Authority in charge of Public contracts** where the offers have been opened) or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

##### **Article 37: Right to modify quantities during the award of the contract**

During the award of the contract the Project Owner reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the supplies and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

##### **Article 38: Notification of the award of the contract**

Before the expiry of the validity of the offers set in the Special Regulations, the Project Owner shall notify the successful bidder by telecopy confirmed by registered mail that his offer was retained. This letter will indicate



the amount the Project Owner will pay the contractor to execute the contract and the time-limit.

#### **Article 39: Publication of results of award and petitions**

**39.1.** The Project Owner 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 Observers report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.

**39.2.** The Project Owner is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

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

**39.4.** In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Project Owner or Delegated Project Owner and the chairperson of the Tenders Board.

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

#### **Article 40: Signing of the contract**

**40.1.** After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialized Contracts Control Board, where need be) for approval.

**40.2.** The Project Owner 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.

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

#### **Article 41: Final Bond**

**41.1.** Within twenty (20) days of the notification by the Project Owner, the contractor 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.

**41.2.** The bond may be replaced by a guarantee from a first rate financial institution approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

**41.3.** Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

**41.4.** Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract



### PART 03: SPECIAL REGULATION FOR CALL FOR TENDER (OMPP)

In case of divergence, the following provisions will prevail over the articles of the General Regulations of the Call for Tender

General	
1	<b>Definition of the Works :</b> THE REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST REGION (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE
1.1	<b>Name and Address of Project Owner:</b> The Director General, North West Development Authority (MIDENO) P.O. Box 442, Bamenda: <b>Email:</b> <a href="mailto:mideno1981@gmail.com">mideno1981@gmail.com</a> <b>Tel:</b> +237 233361378  <b>REFERENCE OF THE INVITATION TO TENDER:</b> THE REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST REGION (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE
1.2	<b>Deadline for execution of works:</b> Six (6) months from the date of notification to start works
2.1	<b>Source of Financing:</b> Presidential Plan for the Reconstruction of the North West and South West Regions (PPRD)
4.1	<b>List of pre-qualified candidates, where applicable:</b> NA
4.2	<b>Joint Contracting:</b> <b>Sub-Contracting:</b>
5.1	<b>Origin of Material, supplies, Equipment and Services:</b> See Special Technical Clause of Tender document
6.1	<b>Criteria for Evaluation :</b> The bids shall be evaluated according to the following principles: <b>A. EliminaryCriteria</b> <ul style="list-style-type: none"> <li>• Bids submitted late</li> <li>• Absence or insufficient Bid Bond of the specified amount</li> <li>• Absence of the receipt of deposit from CDEC of the amount indicated in the bid bond</li> <li>• Late submission of bids</li> <li>• False declarations or forged documents</li> <li>• Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts</li> <li>• Associated directly or indirectly with the conception, preparation of technical specifications and other documents concerned with this tender</li> <li>• Non-respect of 75% of the essential criteria</li> <li>• Bids whose outer envelopes leads to the recognition of the bidder</li> </ul> <b>B. Essential Criteria</b>  The technical documents shall be evaluated following the binary method as follows:  <b>B.1 General Presentation of bids <u>Marks</u></b> <ul style="list-style-type: none"> <li>• Document spirally bound</li> <li>• Table of content</li> </ul> <div style="text-align: right;">                         Yes/No                          Yes/No                     </div>



- Colour separators Yes/No
- Bidding documents initialed on each page by duly mandated representative Yes/No

## B.2 Presentation of firm

### Marks

- Organnigramme of firm/Enterprise Yes/No
- Experience of at least two (2) in works of same/similar nature Yes/No
- Table of References of past works of same/similar nature Yes/No

## B.3 Personnel Marks

- Table of personnel Yes/No
- Works Director: Rural Engineer or Civil Engineer with at least 5 years working experience Yes/No
- Works supervisor or Foreman: Senior Civil Engineering Technician with at least five (5) year experience Yes/No
- Presence of Certificates/Diplomas of personnel Yes/No
- Presence of signed CVs of Personnel Yes/No

## B.4: Methodology/Technical Organization of Works Marks

- Proof of site visit Yes/No
- Comprehensive Technical Report of Site Yes/No
- Organigramme of project execution Yes/No
- Logical presentation of planning, Methodology, /Organization, outputs & reporting of works Yes/No
- Special Technical condition (CCTP) duly initialed on each page, signed, signed & dated on last page Yes/No
- Environmental and security mitigation measures Yes/No

## B.5: Equipment for Project

### Marks

- One concrete vibrator owned Yes/No
- One concrete mixer owned Yes/No
- One pickup vehicle owned Yes/No
- One dump truck hired or own Yes/No

## B.5: Financial Capacity

### Marks

- Proof of financial capacity of at least 90,000,000 fcfa Yes/No

**Nota Bene: Only bids that score at least 75% of the essential criteria shall have their financial offer evaluated**

- 7.3. **PROOF OF SITE VISIT:** Present a technical site visit report, photographs and an attestation of site visit signed by Contracting Authority or his duly mandated representative
- PREPARTORY MEETING: NA**
12. **LANGUAGE OF BID : English or French**
- 13.1 The information on qualification referred to Article 13 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows :
- Envelope A - Volume 1 Administrative file**
- The Administrative File should contain the following documents:



- The declaration of the intention to tender, stamped with fiscal stamp and signed by the bidder (according to the attached model)
- Certified copy of Certificate of Incorporation not more than 3 months old **OR** Certified copy of Business registration ("Registre de Commerce") or attestation of registration as a Cooperative (for Cooperatives)
- Original copy of Attestation of Non-bankruptcy/Solvency obtainable from the Court not more than three (3) months preceding the date of submission of offers
- Certified copy of Tax Payer's card not more than 3 months old
- Original attestation of Bank Account issued by a first rated bank approved by the Ministry in charge of finance or by a first rate foreign bank not more than 3 months old
- Original attestation of tax conformity in the current financial year obtainable from the Taxation Department and not more than three months old
- A valid location plan, signed, stamped and dated by the bidder not more than 3 months old
- Original CNPS clearance certificate relating to the supplies not more than 3 months old
- Original receipt of payment for bidding document
- Original Certificate of non-exclusion from Public contracts by ARMP relating to the subject of the invitation to tender and not more than 3 months old
- The stamped hand endorsed bid bond according to the attached model for the sum of **two million four hundred thousand (2,400,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 11** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the **"Caisse Dépôt et Cosignation (CDEC)** in accordance with Circular letter N° 0000019/L/MinMap of 5<sup>th</sup> June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.
- The group agreement, where necessary
- The power of attorney, where necessary

In case of group bidding, each member of the group must present a complete administrative file while items **12** and **13** being presented only by the representative of the group in case of group bidding, each member of the group must present a complete administrative file while items **12** and **13** being presented only by the representative of the group.

### **Volume 2: Technical Proposal**

- Full presentation of the Enterprise
- Presentation of personnel, qualification, experience and CVs
- Specific Experience of firm with proofs in same or similar works for the last 2 years



- Logical presentation of organigramme, planning, Methodology, Technical Organization, outputs, environmental & security mitigation measures and reporting for Works execution
- Comprehensive Technical Report of work Site
- Presentation and proof of availability of equipment for works
- Copy of Special Technical condition (CCTP ) duly initialed on each page, signed & dated on last

### **Volume 3: Financial Proposal**

- An original bid submission letter prepared according to the attached model, stamped with fiscal stamp at the rate in force, signed and dated at the prevailing rate
- Duly filled schedule of Unit Prices
- Duly filled detailed estimates and quantities
- Duly filled sub-details of prices and/or breakdown of all-in prices
- Proof of financial capacity of at least **90,000,000 fcfa**

**N.B: The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.**

### **PRICE AND CURRENCY OF THE BID**

- 14.3.** VAT: 19.25%,  
IR (....)% according to regime of business license
- 14.4.** The price of the contract shall **NOT** be revisable
- 15.1.** The amount of the bid shall be entirely in **CFA FRANCS**
- 15.2.** The bidder shall label his/her inputs, unit, quantitative and estimated detail prices **only in CFA**  
**et** **FRANCS**
- 15.3**

### **PREPARATION AND SUBMISSION OF BIDS**

- 16.1.** The period of validity of bids is **Sixty (60) days** from the date of submission of bids
- 17.1.** Amount of the bid bond: The stamped hand endorsed bid bond according to the attached model for the sum of **two million four hundred thousand (2,400,000) fcfa** and with thirty (30) days validity period established by an organization or financial institution approved by the Ministry in charge of Finance to issue bonds in Public Procurement and listed in **Annex 11** of the Tender Document. The said guarantee must be accompanied by a consignment receipt issued by the **“Caisse Dépôt et Cosignation (CDEC)** in accordance with Circular letter N° 0000019/L/MinMap of 5<sup>th</sup> June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts, in case of group bidding/joint venture the bid bond is established on behalf of the group/joint venture.
- 18.1.** **Delivery Deadline: Six (6) months** from the date of notification to start works
- Evaluation of bids:** Binary method

**18.3.** Variant bids: NA

**19.1.** Date, place and time of preparatory Meeting: NA

**20.1** The number of copies of the bid which must be filled and sent: One (1) Original and six (6) copies

**21.2.** **Name and Address of Contracting Authority to deposit bids:**

The Director General, North West Development Authority (MIDENO), P.O. Box 442, Bamenda:

**Email:** [mideon1981@gmail.com](mailto:mideon1981@gmail.com); **Tel:** 237 233 361 378

**Reference No of the invitation to tender:** N° ...../RNIT/PPRD/MIDENO/MITB/13/84/2025 of ..... the REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE



22.1.	<b>Date and time-limit for submission of bids:</b> Bids must be submitted latest ..... at <b>10:00 am prompt</b>
25.1	<b>Venue, date and time of opening of bids:</b> Bids shall be opened in the MIDENO conference Hall located in the MIDENO Project Management Office along Ayaba Street, opposite Mansfield plaza Hotel on the ..... <b>AT 11:00 AM PROMPT LOCAL TIME</b>
	<b>EVALUATION AND COMPARISM OF BIDS</b>
31.2.	<b>Currency retained for conversion into single currency:</b> Franc CFA <b>Source of Exchange Rate:</b> BEAC
32.2. (e)	<b>Criteria for the evaluation of deadline for execution:</b> NA as deadline for execution is fixed at 6 months and applicable to all bidders
32.2( g).	<b>Method for the evaluation of variant bids:</b> NA as variant bids are not allowed
33.1.	<b>Preferential margin for national firms:</b> NA
	<b>AWARD OF THE CONTRACT</b>
34.1 et 34.2	the contract shall be awarded to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates/discounts.
	<b>FINAL BOND</b>
39.1 & 39.2	A final bond of <b>5%</b> of the total amount of the contract all taxes inclusive shall be furnished by the successful bidder within <b>20 days</b> of the notification of the contract and presented in the form indicated in the Tender document



## PART N ° 04: SPECIAL ADMINISTRATIVE CLAUSES (SAC)

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## **CHAPTER I: GENERALITIES**

### **Article 1: Subject of the tender**

The subject of this invitation to tender is the **REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE** according to the characteristics defined in the technical specifications and the quantities defined

### **Article 2: Award procedure**

The contract shall be awarded through a **Restricted National Invitation to Tender No ...../RNIT/MIDENO/MITB/13/84/2025** of .....on the basis of least cost selection after ascertaining the bidder with the most technical capacity to carry out the works

### **Article 3: Definitions and duties (CCAGArticle2 supplemented)**

#### **3.1 General Definitions**

- The **Contracting Authority** *(Is the head of a Ministry or those ranking as such, the head of the executive of a Regional or local authority, the DG & director of a public establishment and/or a semi-public and public undertaking, representing the beneficiary of the services provided for in the contract)* shall be **The Director General, North West Development Authority**. He shall award the contract, ensures the preservation of originals of contract documents and the transmission of copies to the Ministry in charge of Public contracts (MINMAP) and Public Contracts regulatory Organ (ARMP)
- The **Authority in charge of control for the effective realization of the works** shall be: **The North West Development Authority (MIDENO)**
- The **Contracting Authority** shall be the **Director General, North West Development Authority** and represents the **beneficiary Administration of the works**
- The **Contract Manager** shall be the **Procurement Officer of MIDENO** who shall ensure the respect of the administrative, technical and financial clauses and deadlines of the contract
- The **Contract Engineer** shall be a representative from **MINTP NWR** who shall work hand in gloves with the **Technical Department of MIDENO**
- The **Enterprise** is the contractor declared successful after the evaluation of the bids and issued a decision of award of the contract by the **Contracting Authority**

#### **3.2. Contract as Security**

This contract can serve as a Security, subject to any form of transfer of claim

In this case:

- The **Authority in charge of ordering payments** shall be : **The Director General, MIDENO**
- The **Authority in charge of the clearance of expenditures** shall be the **Specialized Finance Controller, MIDENO**.
- The **body or official in charge of payment** shall be "**The Agent Comptable**" of **MIDENO**
- The **official competent to furnish information** within the context of the execution of this contract shall be **Contracting Authority**

#### **3.3. The functions of the Contract Manager, Contract Engineer and Project Manager**

**3.3.1:** Functions of the **Contract Managers** shall constitute the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming subject of the contract. He shall be responsible for the general management of the execution of the services/works, decides on all the technical and financial provisions and represents the CA or DCA in the organs competent to



settle disputes

**3.3.2** The functions of the **Contract Engineer** shall constitute the follow-up of the execution of the contract and shall be responsible for the technical and financial follow-up and assessment of the works, and gives instructions having no financial incidence. He shall report to the **Contract Manager**.

**3.3.3** The functions of the **Project Manager: NA**

**Article 4: Applicable language, law and regulations**

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

4.2. The Enterprise shall be bound to respect the law, regulations and ordinances in force in the Republic of Cameroon both within his own organization and in the execution of the contract.

If the regulations, laws and administrative and fiscal measures 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 (CCAG Article 4)**

The constituent contractual documents of this contract are in order of priority

1. The Bid Letter or engagement act
2. The bid of the Enterprise and its annexes which are not contrary to the dispositions of the **Special Administrative Clauses (CCAP)** or **Special Technical Conditions (CCTP)** mentioned below
3. The Special Administrative Clauses (CCAP)
4. The Special Technical Conditions (CCTP)
5. The elements used for the determination of the price of the contract by order of merit including the **Unit Price Schedules, statement of lump sum prices, the detail or quantitative estimates, breakdown of lump sum prices and/or the sub-detail Unit prices**
6. The **Plans, calculation notes, notes of observations and geotechnical documents** relating to this contract shall include **those attached in section (6, 7 and 8) of the Tender document**.
7. The General Administrative Clauses (CCAG) applicable to public contracts of works put into force by Arrêté No. 033/CAB/PM du 13 Février 2007
8. The **Special Technical Conditions (CCTP)** applicable to the works making subject of this contract are **those prescribed in Part 05 of the Tender Document**

**Article 6: General applicable instruments**

This contract shall be governed by the following, general instruments:

1. La loi cadre N° 96/12 du 05 août 1996 sur la gestion de l'environnement
2. The instruments governing the professional corps of civil engineering
3. The Finance law for the 2025 financial year.
4. Circular N° 00013995/C/MINFI of 31<sup>st</sup> December 2024 bearing on the instructions relating to the execution of the Finance Laws, the monitoring and control of the execution of the budget of the State and other public entities for the 2025 fiscal year;
5. Decree N° 2018/366 of 20<sup>th</sup> June 2018 revising the Public Contracts Code;
6. Decree N° 2012/074 of 8<sup>th</sup> March 2012 relating to the setting up, organization and functioning of Tenders Boards;
7. Decree N° 2012/075 of 8<sup>th</sup> March 2012 on the organization of the Ministry of Public Contracts;
8. Decree N° 2012/076 of 8<sup>th</sup> March 2012 amending and supplementing some provisions of Decree No 2001/048 of 23<sup>rd</sup> February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
9. Decree N° 2013/271 of 5<sup>th</sup> August 2013 amending and supplementing some provisions of Decree No 2012/074 of 8<sup>th</sup> March 2012 on the creation, the organization and functioning of the Public Contracts Tender Boards;



10. Decree N° 2003/651/PM of 16 April 2003 laying down the procedures for the application of tax and customs regime of public contracts;
11. Circular Letter N° 003/CAB/PM of 18<sup>th</sup> April 2008 on the enforcement of rules governing the procurement, execution and control of public contracts;
12. Circular N° 0001/CAB/PR of 19<sup>th</sup> June 2012 on the procurement and control of the execution of public contracts;
13. Circular Letter N° 002/CAB/PM of 31<sup>st</sup> January 2011 on the improvement of the performance of the public contracts system;
14. Circular N° 003/CAB/PM of 31<sup>st</sup> January 2011 laying down procedures for changes in management of economic conditions of Public Contracts;
15. Texts governing the domain; Section G of the 2020 Tax Code, **section 122 bearing on incentives for the agricultural sector;**
16. Standard norms;

Other instruments specific to the domain concerned in the contract :

**Article 7: Communication (CCAGArticles6et10 supplemented)**

**7.1** All communications in the name of this present contract shall be by written mails, Emails and notifications submitted against acknowledgement of receipts at the appropriate addresses indicated by the parties done through the following addresses:

**a.** In the case where the **Enterprise/Contractor** is the **addressee/recipient**:

**Mme/Mr.....** within a time-limit of not more than **fifteen (15) days** fixed in **Article 6(1) of the CCAG** to make known to the **Contracting Authority** his/her domicile, correspondences shall be validly addressed to the **Director General, North West Development Authority (MIDENO), P.O. BOX442, BAMENDA: Email: Mideno1981@gmail.Com**

**b.** In the case where the **Contracting Authority** is the **addressee/recipient**:

**The Director General, North West Development Authority (MIDENO), P.O. Box 442, Bamenda** copying the **Contract Engineer** and the **Contract Manager** within the same deadline where necessary

**7.2** The **Enterprise/Contractor** shall address all written notifications or correspondences to the **Contracting Authority** copying the **Contract Manager** and **Contract engineer**

**Article 8: Administrative Orders (CCAGArticle8)**

The different service orders shall be established and notified as follows:

**8.1 Service Order to start works** shall be signed by the **Contracting Authority** and notified to the **Enterprise/Contractor** by the **Contract Manager** with a copy to the **Contract Engineer**

**8.2 Service orders** having an incidence on the subject, amount or deadline of execution of the contract shall be signed by the **Contracting Authority** and notified by the **Contract Manager** with a copy to the **Contract Engineer**.

The **prior visa** of the **Special Financial Controller of MIDENO** shall eventually be required before the signature of those Service Orders having a financial incidence on the contract amount.

**8.3 Service Orders of a technical nature** linked to the normal functioning of the work site shall be signed by the **Contracting Authority** and notified by the **Contract Manager** with a copy to the **Contract Engineer**.

**8.4 Service Orders relating to formal demands/notices** shall be signed by the **Contracting Authority** and notified to the Contractor by the **Contract Manager** with copy to the **Contracting Authority** and the **Contract Engineer**

**8.5 Service orders for suspension and resumption of works** because of bad weather and other force majeure, shall be signed by the **Contracting Authority** and notified to the **Enterprise/Contractor** by the **Contract Manager** with a copy to the **Contract Engineer**

**8.6 Service Orders prescribing necessary works to remedy disorders which are not as a result of normal usage which appear in the structures during the period of guarantee** shall be signed by



the **Contracting Authority** upon proposal of the **Contract Engineer** and notified to the contractor by the **Contract Manager**

**8.7** The **Enterprise/contractor** has a **deadline of 15 days** to transmit reservations to all service orders received. The fact that the Contractor has made reservations does not exempt him from executing the service orders received.

**8.8** As regards Service orders signed by the **Contracting Authority** and notified by the **Contract Manager**, the notification must be done within a maximum **deadline of thirty (30) days** from the date of transmission by the **Contracting Authority** to the **Contract Manager**. Above this deadline, the **Contracting Authority** having observed inadequacies or shortcomings by the **Contract Manager** shall substitute the **Contract Manager** and proceed with the said notification.

**Article 9: Contracts with Conditional Phases (CCAG Article 9)**

**9.1** The contract shall not include phases whose execution shall be subject for each of them to the notification of the **enterprise/contractor** by Administrative Orders of the decision by the **Contracting Authority** to execute the said phase.

At the end of each phase the **Contracting Authority** shall proceed with the reception of the works and shall deliver an attestation of good execution to the enterprise/contractor. This attestation shall condition the beginning of the next phase: **NA**

**9.2** The deadline for the notification of the service order to commence the next phase shall be: **NA**

**Article 10: Material and Personnel of the Enterprise (CCAG Article 15 supplemented)**

**10.1** All modifications, even partial, brought in on the technical offer can only be done after a written agreement by the Chief of Service. In case of modification, the Enterprise shall replace personnel with one having at least equal competence (qualifications & experience)

**10.2** In all circumstances the list of the personnel to be used by the **Enterprise/Contractor** has to be submitted to the **Contracting Authority** for approval within **seven (7) days** following the notification of the service order to start works. The **Contracting Authority** in collaboration with the **Contract Manager** and the **Contract Engineers** shall have **seven (7) days** to notify in writing his opinion to the **Enterprise/Contractor**. Beyond this deadline the lists shall be considered approved.

**10.3** Any unilateral modification made to the proposed personnel found in the technical offer, before and during the works shall constitute a motive for termination of the contract as specified in **Article 45** below or the application of **penalties in Article 23** below.

**10.4** The **Enterprise/contractor** shall use the appropriate material proposed in the **project of execution** for the proper execution of the works according to the **rules/standards of the works**

**10.5** All modifications brought in shall be notified to the **Contracting Authority**



## **CHAPTER II: FINANCIAL CLAUSES**

### **Article 11: Guarantees and bonds (CCAGArticles29&41)**

#### **11.1.Final bond**

The **final bond** shall be set at **five (5%)** of the amount of the contract, **inclusive of VAT**

It shall be constituted and transmitted to the **Contracting Authority** within a **deadline of twenty (20) days from the date of notification of the contracts**

The guarantee must be returned or released within **one (1) month** following the date of **provisional reception** of the works, following a release issued by the **Contracting Authority** upon request by the **Enterprise/contractor**.

#### **11.2. Performance bond**

The **retention fund** shall be set at **ten (10 %)** of the amount of the contract, **inclusive of VAT**.

The return or release of the retention fund or security shall be done within **one (1) month** after the **final reception** through a release bond issued by the **Contracting Authority** upon request by the **Enterprise/Contractor**.

#### **11.3.Guarantee for start-off advance**

The **Enterprise/contractor**, shall upon simple request addressed to the Contracting Authority without justification and after providing the guarantees required, obtain a so-called **"Start-off Advance** or **"Advance for the purchase of building materials"** according to the provisions of **Article 83 of the Public Contracts Code**.

This advance whose amount shall not exceed **twenty percent (20%)** of the initial price of the contract all taxes inclusive, shall be guaranteed at **One Hundred percent (100%)** by a banking establishment governed by the Cameroon Law or a first-Rated approved financial institution in accordance with the instruments in force.

The advances shall be reimbursed by deductions done on payments on account made to the contractor during the execution of the contract according to the provisions of the Article 20 of the **Special Administrative Clause (CCAP) of the contract**

### **Article 12: Amount of contract CCAGArticles18&19 supplemented)**

The amount of this contract as it emerges from the attached detail or estimates are.....**NA...** (in figures)...**NA.....**(in letters) CFA francs inclusive of All taxes; that is:

- Amount exclusive of **VAT...NA.... (NA)....CFAF**
- Amount of **VAT: 19.25% fcfa of total contract amount**
- **Amount of AIR: (...%) fcfa of the Amount EVAT**
- **Net payable = (Amount VAT inclusive –AIR) fcfa**

### **Article 13: Place and Method of payment**

The **Contracting Authority** shall pay the amounts due in the following manner

- a. For payments in Francs CFA, that is .....(Amount in figures & letters EVAT) by credit to Account No.....opened in the name of the **Enterprise/Contractor** in Bank.....
- b. For payments in foreign currency where necessary that is .....(Amount in figures & letters EVAT) by credit to Account No.....opened in the name of the **Enterprise/contractor** in.....Bank

### **Article 14: Price variation (CCAGArticle20)**

#### **14.1. The price shall be fixed**

- a. Payments on account to the Enterprise as advances **shall not be revisable**
- b. Revision of price **shall not be allowed**

#### **14.2.Modalities of price updating**

The Contract price **shall not be subject to updating**

### **Article 15: Price Revision formula (CCAGArticle21)**

The Unit Price Schedule is **not revisable**

### **Article 16: Price updating formula (CCAGArticle21)**

The Unit price schedule **shall not be updated**



**Article 17: Direct Labourworks/Works under State Supervision (CCAGArticle22 completed)**

**17.1**The percentage of direct labour works/Works under State Supervision is**0% of the amount of the contract and addendums where necessary**

**17.2.**Types of works & expenses to be executed through direct labour works under State Supervision:**NA**

**Article 18: Evaluation of works(CCAGArticle23)**

**18.1**This contract shall include **All-in prices and Unit Prices.**

The prices shall be considered to cover all the costs resulting from the execution of the works and the contractor's obligations including the overheads, taxes and dues, technical and economic risks & hazards, financial costs and profit

Any possible differences noticed for each type of structure or each element of the structure between the quantities really executed and the quantities eventually indicated in the detail break-down of the detailed estimates, shall not lead to a modification of the said price. This applies equally to errors that this breakdown may include

The determination of the amount due for works carried out is obtained by multiplying the corresponding Unit prices by the quantities of the works executed and entered on the job cost sheet or by the number of elements of structures executed

**Article 19: Evaluation ofsupplies(CCAGArticle24 completed)**

**19.1** The amount for the supplies shall be obtained by applying to the quantities to be taken into account the prices of the Unit price schedule inserted in the contract relating to building materials, products or components of the construction to be done.

Supplies that have been the subject of payments on account and have not yet been installed must be the subject of a specific insurance, covering stocking against all damages, theft etc. The insurance certificate should be produced with the draft monthly detailed account.

Payments of stocked supplies (building material etc.) shall only be paid a value of 80% of the amount of the supplier's certified bill for these materials

**19.2** A caution shall not be requested for **down paymentsmade on supplies**

**Article 20: Advances (CCAGArticle28)**

**20.1** The Contracting Authority**shallaccordastart-off advance or Advance for the purchase of building materials**

**If the Start-Off Advance is authorized then:**

**20.2.** This amount**whichshall not exceed 20% of the initial contract amount taxes inclusive**, shall be guaranteed at **100%** by a banking establishment governed by the Cameroon lawor an approved first-rated financial institution in accordance with the instruments in force and this advance shall be reimbursed through**down payments on account** for works done during the execution of the contract according to the modalities laid down in the Special Administrative Clauses (CCAP)

**20.3** The total start-off advance must be completely reimbursed not later than when value of the basic price of the works/services rendered shall have reached **eighty (80%)** of the price of the contract.

**20.4.** As the start-up advance is reimbursed,the Project owner shall issue a release of the corresponding part of the guarantee upon express request by the enterprise

**Article 21: Payment for works (cf.art.26,27&30CCAG completed)**

**21.1 Certification of Works executed**

Before the **30th of each month**, the **Enterprise/Contractor** and the **Contract Manager** shall establish a countersigned document which recapitulates and fixes the quantities realized and observed for each posting in the Price Schedule during the month and which could result to rights for a payment

**21.2 Monthly Down payments**

Latest **five (5) days** following the month of the realizations, the **Enterprise/contractor** shall submit **seven (7) copie**seachto the**Contracting Authority**, two (2) **provisional monthly detail account (One exclusive of VAT and the other inclusive of all taxes)**,establishing the total amounts and sums to which he claims comprises the works executed in the contract, since the beginning of the contract.

Only **provisional monthly detail Accounts**exclusive of VAT shall be paid to the **enterprise/Contractor**.

The **provisional monthly detail Account**of the amount of taxes shall be deducted at source by the



Contracting Authority and immediately paid into the Public Treasury.

The amount tax exclusive of the down payment to be paid to the **Enterprise/contractor** shall be paid or commissioned as follows:

- (100-1.1 and/or (7.5-15) %disbursed directly to the Account of the **Enterprise/contractor**
- (%AIR)% disbursed to the Public Treasury as AIR due by the **Enterprise/contractor**
- %VAT (**19.25%**) disbursed directly to the Public Treasury as Value Added Tax (VAT) due by the **Enterprise/contractor**

The **Contract Engineer** has a deadline of **five (5) days** to submit to the **Contract Manager** the provisional monthly detail Account.

The **Contract Manager** has a deadline of **two (2) days** to transmit to the **Contracting Authority** the provisional monthly detail Account which he has approved and signed, in a manner that the provisional monthly detail Account should be in the possession of **Contracting Authority** latest the **12<sup>th</sup> of the month**

The payments shall be carried out by the **North West Development Authority (MIDENO)** within a deadline of .....calendar days from the date the approved provisional monthly detail Account is submitted

### **21.3 Account of the Start-off Advance**

The **Enterprise/contractor**, shall upon a simple written request addressed to the **Contracting Authority** accompanied with a 100 % guarantee issued by a banking establishment governed by the Cameroon Law or a first-Rated approved financial institution in accordance with the instruments in force, a copy of the Administrative order to start works, notification of administrative order to start work and an original copy of the contract, apply for a start-off advance which shall not exceed 20% of the total contract amount taxes inclusive

The **Contract Manager** has deadline of **fourteen (14) days** maximum to give his opinion/approval on the application and justifications attached

The payments shall be carried out by the **North West Development Authority (MIDENO)** within a deadline of .....Calendar days from the date the approval of the start-off advance by the Contracting Authority

### **Article 22: Interests on Overdue Payments (CCAG Article 31)**

Where the failure to make payments within the deadlines set by the Special Administrative clauses is attributable to the **Contracting Authority and the Accounting Officer**, the **contractor** shall automatically earn interest on overdue payments calculated from the date of expiry of the said deadline up to the date of issuance of the payment voucher by the Accounting Officer.

The modalities for calculation of the interest shall be done according to **Article 88 of Decree No 2004/275 of 24 September 2004 bearing on the Public Contracts Code.**

### **Article 23: Penalties (CCAG Article 32 supplemented)**

#### **A. Penalties for Delays**

In case of overrun of the contractual deadlines set by the contract, the contractor shall be liable to penalties, after prior warning, at the amount fixed by the Special Administrative Clauses

**23.1** The amount of penalties for delays is set as follows except by waivers provided for in the contract, the amount of penalties for time-limit overrun shall be set as follows:

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

The Contracting Authority shall pronounce the deferment of penalties for contractual time-limit overrun only after favourable opinion of the structure in charge of the regulation of public contracts

A copy of the decision waiving the penalties accompanied by the favorable opinion referred to above shall be transmitted to the Organ in charge of regulation of public contracts for information purposes



**23.2** The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract amount inclusive of all taxes and other eventual addendums if need be.

**B. Specific Penalties (Amounts should be précised if applicable)**

**23.3** Independently of penalties due to delays in contractual time-limits, the contractor can be liable to particular penalties following the non-observation of the dispositions of the contract, notably:

- Late submission of final bond
- Late submission of insurance policies
- Late submission of the project of execution in as much as the lateness is due to the Enterprise
- Refusal to fold-up and restore worksite after the provisional reception
- Non-submission of project documents required after provisional reception

**The cumulated amount of penalties independent of delays in the respect of contractual time-limits cannot exceed 10% of the initial contract amount inclusive of all taxes and other eventual addendums if need be.**

**Article 24: Payments in case of Co-contractors/Joint Venture (CCAGArticle33)**

**24.1 Payments in case of Joint-Venture**

Where the Special administrative clauses provide for direct payment of **Co-Contractors/Joint Venture**, the detailed accounts shall be broken down according to the parts to be paid separately.

The representative shall be the only one empowered to present **draft detailed accounts** and accept the **final detailed account**. Only claims forwarded by him shall be admissible.

Payments to **co-contractors/joint Ventures** who are to be paid directly shall be done into separate accounts of each of them, subject to the representative or contractor giving his approval of the sums to be paid in this manner.

**24.2 Payments in case of sub-contracting**

Where the Special administrative clauses provide for direct payment of **Sub-contractors**, the detailed accounts shall be broken down according to the parts to be paid separately.

The representative shall be the only one empowered to present **draft detailed accounts** and accept the **final detailed account**. Only claims forwarded by him shall be admissible.

Payments to **Sub-contractors** who are to be paid directly shall be done into separate accounts of each of them, subject to the representative or contractor giving his approval of the sums to be paid in this manner.

**Article 25: Final Detail Account (CCAGArticle34)**

After completion of the works the **Enterprise/contractor** shall after the provisional reception draw up the Final Detail Account establishing the total amounts of the sums to which he may be entitled as a result of the full execution of the contract.

**25.1** The deadline for the **Enterprise/Contractor** to transmit the **draft final detailed account** to the **Contracting Authority** shall be **utmostone (1) month** after the provisional reception

**25.2** The **Contract Manager** has a deadline of **utmostone (1) month** to notify the **draft final detailed account** corrected and accepted by the **Contract Engineer**

**25.3** The **Enterprise/Contractor** has a deadline of at most **one (1) month** following the notification to send back the **draft final detailed account** with his signature with or without reservations, or make known the reasons for which he refuses to sign it.

In the case where the contractor signs with reservations or does not sign the **draft final detailed account**, the reasons for this refusal or these reservations must be given by the **Enterprise/Contractor** in a report of all the claims for which he is asking payment, including the necessary justifications and forwarded to the **Contracting Authority** within the same time-limit as above under pain of foreclosure.

Settlement of any differences shall take place according to the provisions of **Article 79 of the General Administrative Conditions applicable to public works contracts** and **Article 91 of Decree No. 2004/275 of 24<sup>th</sup> September 2004 instituting the Public Contracts Code of the Republic of Cameroon**

**Article 26: Final Detailed General Payment (CCAGArticle35)**

**26.1** At the end of the guarantee period which gives rise to the final reception of the works, the **Contract Manager** has a deadline of not more than **one (1) month** to establish the **Final Detailed General Payment** of the **enterprise/contractor** which has to be countersigned by the **enterprise/contractor** and the **Contracting Authority**.



The **Final Detailed General Payment** shall comprise the following:

- The final detailed account defined in Article 25 above
- Possibly the release of the balance of the performance bond
- The valuation of any exceptional works ordered by the **Contracting Authority** during the guarantee period but not covered by the said guarantee and shall be settled according to **Article 24 of the General Administrative Conditions applicable to public works contracts in Cameroon**
- A recapitulation of monthly **down payments on account** and the balances

The amount of the general payment is equal to the result of this last summary

The **Detailed General Payment** signed by the **Contracting Authority** must be notified to the **Enterprise/contractor** by **Administrative Order**

**26.2** The **Enterprise/contractor** has a maximum of **one (1) month** from the date of notification from the date of notification to return the **Final Detailed General Payment** signed or unsigned without or with reservations respectively. Where applicable the reasons for the refusal to sign the **Final Detailed General Payment** has to be made known

If the contractor does not return the **Final Detailed General Payment** within the deadline referred to above, this **Final Detailed General Payment** shall be considered as having been accepted by him and thus become final

The signing of the **Final Detailed General Payment** by the **enterprise/contractor** without **reservation** definitively **binds** the two parties and puts an end to the contract except in the case of interests on overdue payments, if there are any

#### **Article 27: Tax and customs Regime (CCAG Article 36)**

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

- Taxes and dues relating to Industrial and commercial profits, including the Advance Income tax (AIT)/AIR which is a deduction on company taxes:
- Registration dues calculated in accordance with the stipulations Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer taxes);
- Duties and communal taxes
- Duties and taxes related to the samples of material and water

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

Price all taxes inclusive means VAT inclusive.

#### **Article 28: Stamp duty and registration of contracts (CCAG Article 37)**

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



### **CHAPTER III: EXECUTION OF SERVICES**

#### **Article 29: Consistency of works**

The works notably comprise the following:

1	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; COUNCIL JUNCTION-NJIKWA CENTRAL MARKET-BANYA ROAD JUNCTION (1.5KM)
2	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; COURT YARD JUNCTION-THROUGH AMANA TO PARISH PASTOR'S RESIDENCE (0.5KM)
3	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; COURT YARD JUNCTION-DIVISIONAL OFFICER'S RESIDENCE (0.75KM)
4	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; PAUL BIYA-CATHOLIC CHURCH JUNCTION (0.5KM)
5	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; ABIYA-MOSQUITO QUARTER (2KM)
6	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; COUNCIL JUNCTION-Pa MANSFIELD ROAD (0.5KM)
7	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; COUNCIL JUNCTION-CATHOLIC SCHOOL NJIKWA (0.5KM)
8	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; NKUN MARKET SQUARE-UPPER NKUN QUARTER (1.5KM)
9	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; NEW ROAD JUNCTION-GBPS NJIKWA-GTHS NJIKWA (0.75KM)
10	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; NEW ROAD JUNCTION-GBPS NJIKWA-GTHS, (1.5Km)
11	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; NYIKU-EBA-KONDA ROAD, (2.5Km)
12	QUANTITIES FOR THE REHABILITATION OF THE ROAD SECTION; FUM ROAD, (1.5Km)
<b>TOTAL DISTANCE - 14.00KM</b>	

According to the provisions of the **Special Technical clauses of the Tender Document**

#### **Article 30: Obligations of the Project Owner (CCAG completed)**

**30.1** The Project owner is bound to furnish the contractor with information necessary for the execution of the assignment and to guarantee him at his own cost access to the site of the project

**30.2** The Project owner shall ensure that the contractor is protected from threats, insults, violence, assaults, injuries or defamation that he can be victim to because of or during the carrying out of his assignment

#### **Article 31: Deadline for execution of contract (CCAG Article 38)**

**31.1.** The deadline for the execution of the works that make subject of this contract is **six (6) months**

**31.2.** The deadline to start works is from **the date of notification of the service order to start works**

#### **Article 32: Role and responsibility of Enterprise ((CCAG Article 40)**

The detail planning and general advancement of works shall be communicated to the **Contracting Authority** in **five (5) copies** at the beginning of each **month**

#### **Article 33: Preparation of documents and site (CCAG Article 42)**

Samples of the plans reproduced in the tender Document shall be delivered to the **enterprise/contractor** by **Contract Manager**

The **Contracting Authority** shall put at the disposal of the **Enterprise/Contractor**, the work site and access roads when necessary and as the works are advancing



#### **Article 34: Insurance of Structures and Civil Liabilities (CCAGArticle45)**

The following insurance policies shall be obtained under the contract by the **Enterprise/ contractor or sub-contractors** where need be and justified to the **Contracting Authority** upon request within a deadline of **fifteen (15) days** from the date of notification to start work:

- Insurance for civil liability for the Contractor/Head of the Enterprise;
- Comprehensive insurance of the site, guaranteeing against any loss or damage occurring on the structures and third parties upon expiry of the guarantee deadline
- Insurance covering the contractor's ten-year obligation

These insurances must be subscribed in approved insurance companies operating in Cameroon

#### **Article 35: Documents to be furnished by the Enterprise (CCAGArticle49 competed)**

##### **35.1 Execution programme, plans and quality assurance**

Within a deadline of **thirty (30) days maximum** from the date of notification of the service order to start works, the **Enterprise/contractor** shall submit **six (6) copies** to the **Contracting Authority** for the approval of the **Contract Manager** after the opinion of the **Contract Engineer** the **programme for the execution of the works, calendar for supplies, Quality assurance plan** and the **Environmental Management Plan** where necessary

**a.** The **work programme** shall be presented exclusively according to the model furnished in the Tender Document and must indicate the tasks to be accomplished in each section of the works, personnel to accomplish the tasks, duration to accomplish the task, and the Critical tasks which are determinant on the execution time-limit and also stressing on the means, equipment/material to be taken into account during the execution

Two (2) copies of the **work programme and plans** shall be returned to the **Enterprise/contractor** by the **Contract Manager** within a **deadline of fifteen (15) days from its reception** with the following:

- Either with an approval statement "**GOOD FOR EXECUTION**"
- Or with a reject statement accompanied with the reasons for its reject

The **Enterprise/contractor** has **eight (8) days maximum** to present a new **work programme and plans**. The **Contract Manager** has a **deadline of five (5) days** to give his approval or make other remarks.

The deadline for approval of the programme of work and plans are **suspensive of the deadline of execution**.

The approval given by the **Contracting Authority** shall not in any way stop the responsibility of the **Enterprise/Contractor**. Within time, the works executed before the approval of the **programme of work and plans** shall not be either considered or paid, only if they are expressly ordered. The updated and approved plan shall become the contractual plan

The **enterprise/contractor** shall on a daily basis on the works site update the **programme of work** taking into consideration the real advancement of the work site. Important modifications can only be done on the contractual **programme of work** after receiving approval from the **Contracting Authority**.

After approval of the **programme of work** by the **Contract Authority**, he shall transmit it to the **Enterprise/Contractor** within a deadline of **five (5) days** without any **suspensive effect on the deadline for execution of works**.

If at any time significant modifications are observed, leading to the distorting of the objective of the contract or the consistency of the works, the **Contracting Authority** shall send back the programme of work to the **Enterprise/contractor** accompanied by the reservations observed within a deadline of **fifteen (15) days** from the date of reception.

**b.** The **Enterprise/contractor** shall provide a statement on the provisions relating to the preservation of the **Environment (Environmental management plan)** which shall notably specify the following

- The conditions for choosing technical sites and living quarters
- Conditions for borrowing extracting sites
- Conditions to re-instate the site of the works and installations

**c.** The **Enterprise/contractor** shall indicate in his programme of work the **materials and methods** he considers to use and also the personnel he shall employ which should include the following:

- Samples of all building materials to be used in the works in a locked premises thirty (30) days prior to the implementation
- Note on geotechnical trials (means, investigative methods, programme etc.)



- Time-limit for ordering and supply
- Detailed schedule for maintaining traffic
- A note on the functioning of the laboratory (premises, equipment, personnel etc.)

d. The approval given by the **Contracting Authority** shall not lessen anything from the responsibility of the **Enterprise/Contractor** in relating to damaging consequences which the putting in place of the programme of work, environmental management plan, materials and methods can cause to third parties or to the respect of the provisions of the contract

### **35.2 Project Execution**

a. The File of the plan of execution (calculations notes and drawings) necessary for the realization of all parts of the structure has to be submitted to the **Contracting Authority** for approval upon the opinion of the **Contract Manager** and **Contract Engineer** within a maximum deadline of **one (1) month** before the date previewed to start the realization of the said part/section of the structure in question.

b. The **Contracting Authority** in collaboration with the **Contract Manager** and **Contract Engineer** has a deadline of **fifteen (15) days** to examine and make known his observations. The **Enterprise/contractor** has a deadline of **eight (8) days** to present a new file integrating the said observations

**35.3** In case of non-observation of the deadlines for the approval of the above mentioned file by the administration these shall be considered approved

### **Article 36: Organization and Safety of work site (CCAG Article 50)**

**36.1** A Sign Post with the following information: Name of project, funding source, contracting Authority, Contractors Name, Supervisor/Control Engineer, duration of the contract (Start & finish date) has to be put in place within a maximum deadline of **one (1) month** after the notification of the service order to start works.

**36.2** The Services to be informed in case of interruption of circulation along the deviation itinerary shall include: **NA**

**36.3** Particular measures required from the **Enterprise/contractor** apart from those previewed in the CCAG for the respect of hygiene and security for circulation around or within the site shall include **those indicated in the Special Technical Clauses of the Tender document**

### **Article 37: Implantation of Structures (CCAG Article 52)**

The **Contract Managers** shall notify within a deadline of **Seven (7) days** following the date of notification of the service order for the start of works, the points and basic levels of the project

### **Article 38: Sub-Contracting (CCAG Article 54)**

The part of the works that can be subcontracted **shall not be more than 30%** of the amount of the initial contract and its addendums

### **Article 39: Laboratory of the work site and testing (CCAG Article 55)**

**39.1** Modalities for realization of tests and geotechnical studies shall include: **(Specify if they are previewed in the Special Technical clauses (CTP))**

**39.2** The **Contracting Authority** with technical opinion of the **Contract Manager** and/or **Contract Engineer** has a deadline of **Seven (7) days** to approve the personnel and laboratory of the Enterprise, from reception of the request

### **Article 40: Site Logbook (CCAG Article 56 completed)**

**40.1** The site logbook shall be jointly signed by the **Contract Manager** and/or the **Contract Engineer** and the representative of the **Enterprise/contractors** systematically on a daily basis

**40.2** The Site Logbook is a unique **Contradictory document**. Its pages shall be numbered and visaed. No page is to be removed. The parts taken out or cancelled out have to be signed on the margin for validation.

### **Article 41: Utilization of explosives (CCAG Article 60)**

**-(Precise the eventual restrictions or prohibitions)**

(CCAG Article 60 states as follows):

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



## **CHAPTER IV: RECEPTION**

### **Article 42: Provisional Reception (CCAG Article 67)**

Before the provisional reception, the **Enterprise/Contractor** shall make a written request to the **Contracting Authority**, for the organization of a **Technical visit prior to the reception**

**42.1.** Events comprising **operations (Technical visit/Report)** prior to the provisional reception shall include:

- Assessment of executed works
- Carry out any trials provided for in the contract
- Establishment of non-executed works
- Establishment of imperfections or bad workmanship of the services/works provided in the contract
- Writing of reports of the completion of works and possible folding up of the site installation

### **42.2 Folding up of site installations and restoring the work site (CCAG Article 69)**

The contractor has deadline of **thirty (30) days** after the provisional reception of the works to clear, clean and restore areas placed at his disposal by the Contracting Authority for the execution of the works at his own cost. Failure to execute all or part of these operations under the prescribed conditions the equipment, installations, building materials, wreckages and waste not removed after a call to order by the **Contracting Authority** after the expiry of the **thirty (30) days** deadline shall be transported automatically, according to their nature from the project site to the public dumpsite, or handed over to the Administration of State Property to be sold by public auction, all at the expense of the contractor.

In case of sale by public auction, proceeds from the sale shall be paid in the name of the contractor, to the Accounting Officer, after deduction of the costs and if provision is made, of penalties.

**42.3** The Commission for the reception shall statutorily be composed of the following:

1. **Contracting Authority** or his representative (Chairman)
2. The **Project Owner** or his representative –Member
3. Representative of MINMAP-Member
4. The **Contract Manager**-Member
5. Other Members (Based on their competence & expertise)
6. Rapporteur: **Contract Engineer**

The enterprise shall be convoked to the reception by mail at least **ten (10) days** before the date of the reception. He is expected to assist or be represented.

He takes part in the reception as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Reception Commission.

The Commission, after visiting the work site shall examine the minutes of operations prior to the reception and shall proceed to the provisional reception of the works if need be.

The visit of the provisional reception shall be subject to minutes of the provisional reception signed on site by all the members of the commission.

The minutes of the provisional reception shall precise or fix the date of completion of the works.

### **42.4: Partial Reception: NA**

### **42.5. Guarantee Period:**

The guarantee period for the works/services shall be **one (1) year** from the date of provisional reception of the works.

### **Article 43: documents to be furnished after provisional reception (CCAG Article 68)**

**43.1.** The following documents shall be furnished by the Contractor to the **Contracting Authority** within a deadline of **thirty (30) days** after the provisional reception and reporting of the works.

- Reviews of the functioning and maintenance of the structures
- Drawings and other documents in conformity with the final execution of the structures in three (3) copies, one in soft copy

**43.2.** The non-submission of the documents required above after provisional reception of the works/services shall lead to the freezing of the last down payment and 10% retention fund:

### **Article 44: Guarantee Deadline (CCAG Article 70)**

The duration of the guarantee is **one (1) year** from the date of provisional reception of the works.

### **Article 45: Final Reception (CCAG Article 72)**

**45.1.** The final reception shall be carried out within a maximum deadline of **fifteen (15) days** following the



expiry of the guarantee deadline

**45.2. The commission for final reception shall be composed of those mentioned above for the provisional reception**

**45.3. The procedure for the final reception shall be same as that of the provisional reception**



## **CHAPTER V: MISCELLANEOUS PROVISIONS**

### **Article 46: Termination of the contract (CCAGArticle74)**

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in **Articles 74, 75 and 76 of the CCAG** including but not exclusive:

- Delay of more that **fifteen (15) calendar days** in the execution of the Service Order or unjustified stop of works of more than seven (7) calendar days
- Delay in the works that can result to penalties more than 10% of the amount of the works
- Refusal to redo works badly executed
- Default of the Enterprise/contractor
- Persistent non-payment for works

### **Article 47: Case of force majeure (CCAGArticle75)**

In the case where the Enterprise invokes a case of "force majeure » the ceiling which no reclamation shall be accepted includes:

- Rain: 200mm in 24 hours
- Wind: 40m/s
- crue:lacruedefréquencedécennale.

### **Article 48: Disagreements and Litigations(CCAGArticle79)**

Disagreements and litigations due to the execution of this contract are subject to amicable settlement Where no amicable solution can be found for any disagreement, this disagreement shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions of: **the Common law procedures**

### **Article 49: Publication and dissemination of this contract**

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

### **Article 50: 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 Enterprise by the Contracting Authority



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## 1.2 Context and Justification

The Presidential Plan for the Reconstruction of the North West Region is a critical and timely initiative in response to the ongoing sociopolitical crisis that has severely impacted the region. The prolonged conflict has led to widespread destruction of infrastructure, displacement of communities, and disruption of essential services. By prioritizing the reconstruction of key sectors such as transportation, education, healthcare, and housing, this plan aims to address both the immediate needs of the population and the long-term development of the region. Beyond rebuilding physical infrastructure, the plan is a strategic move to foster peace and stability. It seeks to rebuild trust between communities and the government, offering tangible evidence of the state's commitment to peace, reconciliation, and national unity. By creating job opportunities, facilitating access to services, and promoting economic recovery, the reconstruction plan serves as a foundation for sustainable peace, creating an environment where dialogue, collaboration, and development can thrive, ultimately contributing to the healing process of a region that has endured significant hardship.

The rehabilitation of roads in Njikwa (60km), will ameliorate the circulation of persons and goods within Njikwa Sub Division is of prime importance to this communities as dynamics of goods and services shall heighten thus valorizing commerce, culture and social services in and around the communities.



### **1.3 Presentation of MIDENO**

The North West Development Authority (MIDENO) is an Administrative Public Establishment created in 1981 and placed under the Technical Tutelage of the Ministry in Charge of Agriculture and Rural Development (MINADER). The mandate of MIDENO as the secular arm of the Government in the Region is to ensure the socioeconomic transformation of the Region through Supporting, Coordinating and Supervising Agropastoral and Rural interventions in the Region.

## **2. OBJECTIVES OF THE TERMS OF REFERENCE**

### **2.1 Main Objective**

The main objective of this Terms of Reference (ToR) is to provide technical information for the rehabilitation of the roads within Njikwa Sub Division (60 km), to restore and upgrade the road infrastructure to meet required engineering standards. This will involve resurfacing, reinforcing, and improving the structural integrity of the road to enhance its capacity for both vehicular and pedestrian traffic. The project aims to ensure reliable, efficient, and safe transportation roads that will facilitate the seamless movement of persons and goods around Njikwa Sub-Division, thereby enhancing regional connectivity, accessibility, and economic activities.

### **2.2 Specific Objectives**

The specific objective of this Terms of Reference (ToR) aims at clearly outlining project goals, methodologies, and timelines. It will also guide the targeted allocation of resources and ensures that reconstruction efforts directly address the specific challenges faced by these affected communities through:

#### **2.2.1 Road Resurfacing and Pavement Rehabilitation:**

- To rehabilitate the existing road surface by removing damaged layers and resurfacing with durable materials (e.g., soil or concrete) to improve ride quality, skid resistance, and longevity.
- To address issues such as potholes, cracks, and surface wear, ensuring that the road can withstand heavy traffic loads and adverse weather conditions.

#### **2.2.2 Structural Reinforcement:**

- To upgrade and strengthen the road's underlying foundation and subgrade materials to prevent future deterioration and increase load-bearing capacity, especially under the impact of heavy vehicles.
- To improve drainage systems to prevent waterlogging and road damage caused by flooding or poor drainage, thereby extending the road's lifespan.

#### **2.2.3 Improvement of Road Geometric Design:**

- To modify the road's alignment, cross-section, and curvature where necessary to enhance road safety and traffic flow. This may involve widening sections of the road, smoothing sharp curves, and improving intersections and signage.
- To improve the gradient of the road to reduce steep inclines that may cause traffic congestion or accidents, particularly in mountainous areas.

#### **2.2.4 Upgrading of Drainage Systems:**

- To rehabilitate or replace damaged culverts, and other drainage structures along the route to ensure uninterrupted traffic flow and prevent flooding during periods of heavy rainfall.
- To enhance the existing stormwater drainage system, which will protect the road from erosion, water damage, and undermining of the roadbed.

#### **2.2.5 Road Safety and Signs:**



- To implement road safety measures including the installation of adequate road markings, traffic signs, and safety barriers, particularly at critical points like bends, intersections, and high-traffic zones.
- To incorporate modern lighting systems and reflective paint to improve nighttime visibility and reduce accidents.

#### **2.2.6 Environmental and Sustainability Considerations:**

To use eco-friendly construction materials and techniques that reduce environmental impact, while also considering the preservation of local ecosystems during roadwork.

To implement erosion control measures to protect the surrounding environment from soil runoff and vegetation destruction, particularly in areas near water bodies or sensitive ecological zones.

#### **2.2.7 Quality Control and Maintenance Framework:**

To establish rigorous quality assurance procedures during construction to meet international road construction standards, ensuring the project is completed with the highest level of durability.

To set up a sustainable road maintenance plan, including regular inspections and the establishment of a dedicated local maintenance crew to carry out ongoing upkeep and repairs post-construction.

By focusing on these specific technical objectives, the project will ensure that the rehabilitated Bamenda-Bafut-Wum road not only enhances the movement of people and goods but also meets engineering standards for safety, durability, and efficiency. This will result in a road network that is resilient to future demands, minimizes maintenance costs, and provides long-term benefits to the region.

### **3. EXPECTED DELIVERABLES**

The major deliverables and tasks of the successful bidder shall be the rehabilitation project for the Bamenda-Bafut-Wum road (70 km) that includes a fully rehabilitated road network with improved surface quality, structural integrity, and upgraded drainage systems by executing the following tasks described below in compliance with quality standard requirement:

- a) Treatment of gullies or deep depressions found on the road stretch
- b) Cleaning of road and road site drains
- c) Cleaning of existing culverts
- d) Clearing of road right of way
- e) Maintenance of existing road structures
- f) Construction of hydraulic structures
- g) Fill with selected material from borrow pit
- h) Opening of earth gutters and offshoots
- i) Reshaping and compaction of the platform



## **4. TECHNICAL SPECIFICATIONS**

### **4.1 DESCRIPTIVE OF WORKS TO BE EXECUTED AS CONCERNS THE REHABILITATION OF THE NWA – GOM ROAD, PHASE 1.**

The Works will consist of the rehabilitation of some roads stretches in Njikwa. The works that will constitute the rehabilitation of the roads will involve the following tasks:

Preliminary works shall consist of the mobilization of equipment to and from the site, construction of site offices and drawing up of the performance programme, layout plans and drawings of related structures.

After preliminary works have been performed on the site, the supervisory team will exchange after a visit and instruct on detailed tasks to be executed to the contractor to be performed.

This visit will be the subject of a report to be signed by the Project team and the contractor.

This book of technical specification of works is aimed at setting the rules and techniques of construction as well as the procedure of work envisaged for the construction of the concern section of road, described as follows:

#### **PERFORMANCE PROGRAMME**

The Contractor shall provide a performance programme and a work schedule which should be followed up daily and especially updated after precise definition of works in accordance with the performance documents.

#### **GRASS CUTTING**

This will consist of the cutting of grass and shrubs of diameter less than 50cm at 1m above the ground level. The cutting will be done at 5cm above the ground without off rooting the grass or shrubs. The product from the cutting will be raked off the cleared area and in no case should it be burnt.

#### **FEELING OF TREES**

The felling of trees will involve trees that have a diameter of at least 50cm, 1m above the ground level. The trees will be cut down by means of a machine saw and cut into logs and left on the site for the beneficiary population to pick them. In no case should the contractor carry any log of the cut down trees away for any use whatsoever.

#### **CUT AND THROW/CUT AND FILL**

Before commencement of work, the quality of materials to be removed off per section of the road and that to be put in place from Pk x+xxx to Pk xx+xxx shall be measured as accurately as possible by both parties and approved by the Project team notwithstanding the method of execution adopted.

Materials removed shall be disposed of away from the right of way in areas approved by the Supervisor and the Contractor shall be responsible for scouting for deposit sites.

The road shall be mechanically bulldozed by removal of top soil to a depth of at least 30cm thick, cutting of certain section of the road to fill others using a scarifier mounted on a grader or any other adapted equipment such as a wheel loader, for a specified thickness and at least right up to the bed of existing gullies.

Once scarification is completed, the contractor shall blade the roadway, clear away all bulked topsoil from the road surface, so that after sprinkling and compacting, the roadway profile shall conform to the typical cross section prescribed.

The Contractor shall water and compact the road. The watering process shall be defined by homogenous zone to obtain maximum compactness with a 95% dry density.

Compaction shall depend on the type of equipment used and the type of fills spread. The number of passes shall be determined after test patches. The post-compaction profile shall conform to the typical cross section prescribed in this document.

The equipment used by the Contractor for scarifying, sprinkling, watering and compaction shall be subject to the Project Manager's approval.

The road profile after levelling and compaction should not have a difference of above 2cm as against the typical cross section.



## **FILL FROM BORROW PIT**

Materials for fill shall be obtained from deposits approved by the Project Manager and must possess the following characteristics:

- < 40 Plasticity Index
- >20 C.B.R for the whole fill except for the last thirty (30) centimetres of fill where the C.B.R must be >30 and the dry density at 95% MOP

Materials for the surfacing course and refilling shall be laterite chosen from borrow pits by the contractor and approved by the Project Manager. The surfacing course materials shall be spread out on a minimum thickness of 20cm after compaction, on the entire width of the carriage way, while respecting the slope of the cross section chosen. The laterite spread should have no constituent of a diameter of more than 25 mm. They should have the following characteristics.

- plasticity index: < 30
- CBR index: >80 and a 95% MOP dry density.

The Contractor shall water and compact the materials. The watering process shall be determined by homogenous zone to obtain maximum compactness with a 95% MOP dry density.

Where a small quantity of materials is used measurement shall be done per bulked cubic meter supplied on the site by counting the number of trips made by previously standardized trucks. Otherwise, the quantities considered shall be the result of statements presented by both parties after the thickness has been checked by the Project Manager, by measuring the cubic volume of the compacted materials.

The contractor shall bear all costs of exploiting borrow pits and quarries and in particular all the compensation for use, the opening and development of access roads, clearing and tree felling, removal of topsoil or unwanted materials and their stockpiling away from the site. Drainage of borrow pits must be done efficiently without damaging roadside property. No borrow pit or quarry may be created on the downward slope of the road within fifteen metres of the bedding limit. This distance increasing with the depth of the excavation. The borrow surface shall be adjusted so that water does not pond near the road. The contractor must, at his expense, build a water discharge and road protection system (guard pits, roadway supra-structures), in a way that will not produce flow that could be detrimental to subsequent road conservation.

Materials shall be transported to the work site in tipper trucks. The fill shall be done in successive 20 cm layers with compaction machines. Materials must have an optimum moisture content so as to obtain a 90% MOP compaction for all layers, except for the last thirty (15) centimetres, where dry density shall be 95% MOP.

Upon completion of work, borrow sites must be restored or levelled at the Contractor's expense, and rehabilitated to the Project Manager's satisfaction. The area shall be levelled to avoid ponding. Top-soil and pits, where applicable shall be levelled to avoid erosion.

The fill required for the road section generally come from excavations of satisfactory quality. In case of insufficient quantity or poor quality, they will be taken from deposits situated out of the right-of-way. Fill should be free of organic debris and should be well graded in order to facilitate compaction. Their plasticity index should be less than 40. If the Project team observes a shortage in good quality materials from the excavations, the material required to complete the road section shall be taken from the remains of the laterite quarries or other deposits. They should meet the technical specifications

## **Laterite**

The laterite required to refill the road shall be of selected material. It should be free of organic material and have a modified dry proctor density higher than 180 T/m<sup>3</sup>, a plasticity index (PI) of between 15 and 25 and particles smaller than 25 mm.

Qualities of the laterite shall be specified on the works site by the supervisor who may immediately accept or refuse exploitation of a deposit, a deposit area, or a heap of laterite that has bulked. If the contractor objects, the Contracting Authority may conduct control tests and/or ask an approved Laboratory to conduct



the density and plasticity index tests mentioned above. And where the material does not conform to specifications, the contractor shall bear the cost. Otherwise, the project will take charge of it.

### **GRADING OF THE ROAD**

After the opening, the contractor shall reshape the road using a grader such as to give it a cross section that conforms to the typical drawings. Such reshaping must respect the rules (putting of materials in cordons, watering, levelling off and followed by compaction such as not to lose materials. The minimum degree of compaction required is 95% of the Modified Optimum Proctor Density. Geotechnical test at an interval of every 500m shall be conducted to determine this density with a reference proctor for every 5km stretch for uniform soil texture, otherwise two reference proctors for the two extremes of the soil.

### **REFILLING OF ROAD**

Refilling shall be done with laterite according to the required profile, on a minimum thickness of 15 cm measured after compaction. The cross section should correspond to that specified for the road section. The required compaction of the surfacing shall be 95% of the dry modified optimum Proctor density. To obtain this result, the Contractor shall use laterite, reserved and approved according to the requirements of these technical specifications and at least four passes of compaction equipment previously approved by the Supervisor on the entire surface of the surfacing course and water this surface whenever necessary during compaction. Geotechnical test at an interval of every 200m shall be conducted to determine this density.

Where the Project team is dissatisfied with the job done or doubts the compaction results, he shall at his own expense conduct control tests and where necessary ask an approved laboratory to do so. If on a section, more than 20% of compactness tests are below standards, the contractor will repeat compaction and new tests will be conducted before acceptance of the section. Expenses for such laboratory tests shall be borne by the contractor. The Supervisor shall check the thickness of the layer. No thickness below 15cm shall be tolerated. If measuring reveals less than 15cm, the corresponding section shall be further scarified, refilled and compacted until the required thickness and degree of compaction is obtained.

In such a case, laboratory expenses shall be borne by the contractor.

### **METALLIC CULVERTS**

Metallic culvert rings used should meet the LCPC SETRA September 1981 standards.

Sheets will be in Carbon steel, resistant to temperature changes, meet NFA - 35-556 standards on HR bolts intended for the construction of structures.

Galvanization and hot asphaltting will ensure protection against corrosion. The average layer of zinc deposited should be at least 725g/m<sup>2</sup> on both side and the general mass should be more than 640g/m<sup>2</sup>. The bolts should be protected by a coating of zinc whose characteristics shall be at least equal to those of the 20-micron class as defined by NFA 27-016 Standards.

Before it is laid, the culvert ring shall receive a layer of bituminous coating on the 2 (two) sides in case of a deficiency in hot asphaltting.

The contractor shall present to the Project Manager a guarantee certificate from the factory of origin ascertaining that the culverts meet required standards.

The supervisor, however, reserves the right to request control tests and reject all the materials which do not meet the standards even if they had already been accepted by virtue of the guarantee certificate.

### **Base and mounting**

In sites with low bearing capacity soil and to prevent subsequent settlement of the structure, culverts shall be placed after the removal of this soil if any from the base as instructed by the Project team.

Notwithstanding this provision, the contractor shall take responsibility for any damage which may result from deformations of the culverts due to settlement or other causes.

The contractor shall choose the periods of zero discharge or of minimum flow to carry out, at his expense any useful improvements on the site (changing of water courses temporary structures, etc...) to ensure water discharge during the mounting of the culvert.

In sites with good bearing capacity soil, the contractor shall choose between mounting before or after earth works.

The placing of culverts shall be preceded by foundation works for the structure to have a solid base for rocky beds. In particular, the contractor must place between the pipe and the rock, a capping layer –



generally of loose rocks used for sub-base at least 20 (twenty) cm thick on the whole, well protected against any risk of scouring.

Culverts shall be mounted according to the manufacturer's specifications, notably as concerns the quality of fill in contact with the culvert, longitudinal counter poles, diametrical poles and counter poles. However, the Project Manager shall prescribe elementary rules for the placing of culverts.

#### **Fill Adjacent to Structures**

Fill adjacent to structures and culverts should meet the following basic specifications:

- No constituents above 50 mm;
- PI below 30.

Moreover, they should be free of organic debris and their grading should be continuous.

Backfilling shall be done with the materials as defined, by compacted layers at most 20 cm (twenty centimetres) thick placed continuously over the entire section of the road profile and compacted at 90% modified optimum dry density same as indicated here above.

In the case of double pipes, backfilling shall only be done after the two elements have been mounted and in such a way as to join at the same time the entire structure.

Compaction must be performed with machines approved by the Project Manager. Manual compaction shall be prohibited except where previously approved by the Project Manager within the framework of the manual execution of works.

#### **Upstream and downstream improvements**

The laying of culverts shall be completed by carrying out improvement works upstream and downstream, clearly defined in the execution drawings and adapted to the landscape and different local conditions specific to each structure.

#### **STONE MASONRY**

The stone masonry required for the construction of structures should be aesthetical and according to structure type (shape, size of stones, joints etc...) in accordance with Engineering rules.

Binding mortar shall contain 300 (three hundred) kg of cement per m<sup>3</sup> of sand.

The visible sides of the stone masonry must be regular. The minimal sizes of the sides must not be less than 15 (fifteen) cm.

M450 mortar shall be used for the finishing of the external joints.

#### **4.2 SOURCES AND QUALITY OF MATERIALS**

##### **Fill material**

The fill required for the road section generally come from excavations of satisfactory quality. In case of insufficient quantity or poor quality, they will be taken from deposits situated out of the right of way. Fill materials should be free of organic debris and should be well graded in order to facilitate compaction.

This material should have the following minimum characteristics:

- \* Maximum grain size  $D_{max} = 40\text{mm}$
- \* Plasticity index  $IP < 40$
- \* Percentage of fines,  $f < 30$
- \*  $CBR > 15$

For every 1300m<sup>3</sup> of ordinary fill, the following reception tests shall be carried out:

- \* 2 Atterbergs limits
- \* 2 granulometric analysis
- \* 2 modified proctor
- \* 1 CBR.



Qualities of the laterite or Pouzzolana shall be specified on the works site by the supervisor who may immediately accept or refuse exploitation of a deposit, a deposit area, or a heap of laterite or Pouzzolana that has bulked. If the contractor objects, the Contracting Authority may conduct control tests and/or ask an approved Laboratory to conduct the density and plasticity index tests mentioned above. And where the material does not conform to specifications, the contractor shall bear the cost. Otherwise, the project will take charge of it.

#### ➤ **Materials for mortar and concrete**

**Sand:** The nature and origin of sand remains subject to the Supervisor's approval. It shall be obtained from rivers or through crushing. The sand component should be more than 80% and the very fine constituents eliminated by settling should be less than 4%.

**Aggregates:** They shall be obtained from deposits or quarries chosen by the contractor, and approved by the supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading suited to their use. Aggregates shall be from quarries that are produced by mechanised crushers and in the interval of grain sizes between 4/8 and 15/25. Manual or hand crushed aggregates shall not be permitted for any construction task involving concrete.

**Cement:** They should be of at least CPA 35 & 42.5R class and be obtained from an approved factory.

**Water:** The water used for construction purpose should be clean and free from any impurities which can affect the quality of the mixed materials. It should therefore be fit for drinking and the mix ratio should range between 0.4 and 0.6 by weight and content.

**Steel:** All frames or metal mesh implemented in concrete shall conform to the specifications of the BAEL 91. The steel will have the characteristics of the standard French 35.001AFNOR. Steels used on site shall be the grade RL Fe E235 for mild steel and HA Fe E400 for high yield steels. The bars will be cut to the shear.

Bending will be cold, either manually or mechanically for diameter less than 32mm, provided that it is made use of control device in avoiding overheating and following the opinion of the representative of the control.

Diameter of cores used for bending will be consistent with the BAEL 91 rules and the approval certificates.

The provisions of anchorage will be normal elbows 45° to return of square or double anchor elbow. Used steels will be degreased and free of scale. Bars with defects detrimental to their mechanical resistance, such as delamination, crack or chapped skin, will not be accepted.

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

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

Coverings of reinforcement to the shuttering walls will be 2.5cm for concrete in elevation. Coverings of reinforcement to the shuttering walls will be 4cm for foundation concrete. Coverings of reinforcement in concrete forms will be obtained using precast concrete spacers or plastic spacers that dimension will be adapted to the result to get.

The concrete spacers include chevelus of attachment to the frame. Ligatures and mounting bars will be sufficient to avoid any distortion of assembly frame, both during the manipulation at the pouring of concrete. In case of doubt on the quality of steels supplied on site, the employer or a representative of the contractor or, where applicable, the designated contractor may request, the responsibility of the company, to tests on samples taken on site. The tests will be carried out by an approved body.

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

Reinforcement with noandadherent rust traces will be vigorously brushed before implementation in concrete forms. Shaped or not reinforcement will be stored on some planks and not on the ground.

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

#### ➤ **Stones for masonry**

They shall be obtained from a quarry or deposit approved by the supervisor and none should be smaller than 20 cm. They shall be composed of hard, nonandevolutive, waterandresistant material of specific weight of at least 2 to 3 tonnes/m3.

The blocks should be as regular in shape as possible and have a diameter of between 30 and 40 cm.



### ➤ Timber work

The wood used should have the following characteristics:

- \* Bulk density at 12% humidity in g/cm<sup>3</sup>
- \* Hardness (N) (Chalais and Mendons to Monnin hardness)

Some of the Cameroonian wood species with these characteristics are: Doussie, Moabi, Tali, Azobe, Iroko and Bibinga.

### **SUMMARY OF ORIGIN AND QUALITY OF MATERIALS**

**Table 1 Origin of Materials**

S/N	MATERIAL	SOURCE
1	Cement	It shall be bought from Bamenda and transported to the site
2	Sand	Good quality sand Shall be from Wum or rivers around
4	Gravel	Shall be quarry products under supervision of the foreman
5	Stones	Shall be gotten from around the locality
7	Reinforcement ( Rods)	Shall be bought from Bamenda and transported to the site
8	Water	Shall be obtained from sources around the site
9	Wood for formwork	Shall be obtained from /Bamenda 1 and her environs

**Table 2 Quality of Materials**

S/N	MATERIAL	QUALITY
1	Cement	CIMENCAM CPJ35 or Foreign cement CPJ R42.5
2	Sand	River sand (sharp sand for concrete works and plastering) with a granulometry which vary between 0.80 and 2.5mm for mortar, topping and 0.16 and 5mm for concrete structures
4	Gravel	Basalt crushed aggregate and shall consist of hard, tough, durable, uncoated particles whose shape shall be generally rounded or cubical.
5	Stones	Basalt consisting of hard, tough, durable, uncoated and free from debris or dirt particles
6	Carpentry equipment like, locks, hinges, etc	They shall be of strong and original made types
7	Reinforcement	The main bars shall be deformed bars of diameter 8mm and 10mm while the stirrups shall be round bars of diameter 6mm where need be
8	Water	Shall be clean water, not salty and completely free from bodies in suspension and dissolved mineral salt.
9	Wood	Wood for formwork shall be sawn from old white trees and shall be well seasoned and treated before used. It shall also be free from split, rot and decayed knot

### **5. BILL OF QUANTITIES (BOQ)**

### **6. DELIVERY SCHEDULE**

Delivery of the above works under this ToR is expected to be executed through a period of Six (06) Months.

### **7. BIDDING PROCEDURES**

Bidding will be conducted through Restricted Procedures in accordance with the guidelines for procurement of services and works provided by the Cameroon Public Contracts Code and other regulations in force.



## 8. ELIGIBILITY AND QUALIFICATION CRITERIA

### PRESENTATION AND CONTENT OF BIDS

Bids will consist of three envelopes A, B and C called internal envelopes put in another envelop called external envelope. The content of the three internal envelopes are as follows: -

#### **i. ENVELOPE A-Administrative documents**

Administrative documents attest that the bidder: -

- (a) Has subscribed to the declarations laid down by the laws and regulations in force.
- (b) Contributes to the development of the national economy.
- (c) Is not in a state of collapse or judicial liquidation
- (d) Is not affected by any exclusion or situation of legislation in force
- (e) Has bid bond established in conformity with the model
- (f) Has given powers to a signatory that engages the whole company.

To this effect, the bid submitted by a bidder shall comprise the following documents that shall be separated from each other by colour separators:

- A1. Certified Copy of the Business Registration, not more than three (03) months old
- A2. Declaration of Intention to tender stamped with the tariff in force (written by the bidder)
- A3. attestation of Tax compliance.
- A4. Attestation of the bank account of the bidder, issued by a first-rate bank approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three (03) months old
- A5. Purchase receipt of the tender file issued by MIDENO's secretariat of xxxxxxxxxxxxxx (in numbers) F CFA
- A6. A bid bond issued by a first-rate bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
- A7.** An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
- A8. An attestation of the National Social Insurance Fund stating the bidder has met all his obligations vis a vis the Fund. The attestation should be less than three (03) months old
- A9. Business License (photo certified by the Chief of Centre of Taxes, not more than three (03) months old
- A10. Certified copy of valid Taxpayers card, delivered by the Chief of Centre of Taxes

#### ***Model form N° 13 for format***

- A11. Power of attorney where necessary
- A12. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises

#### **ii. ENVELOPE B-Technical Documents**

Technical offer will contain: -

- (a) Information on the qualification of the bidder.
- (b) Methodology bearing the constituent elements of the technical proposal of the bidder such as:-
  - (i) Methodological note on the analyses of the tasks involved



(ii) Organization of the company towards the accomplishment of the tasks

(iii) Planning on which the company depends to accomplish the tasks

(c) Prove of acceptance of the conditions of the contract by putting visa on the administrative and technical documents such as the Special Administrative conditions ("CCAP") and the Special Technical Conditions ("CCTP")

(d) Commentary on the technical choice of the project and eventual proposal (*as the case may be*)

To this effect, it shall contain the documents cited below placed in that order:

N° ORDER	DESIGNATION	DETAILS	JUSTIFICATION
B.0	- Attestation of Site Visit - Site Visit Report	Following model in appendix	Date, Signature and stamps of a Contracting authority ( City Mayor, SG or DTS) Date, Signature and stamps of the bidder
B1	Similar work reference	To indicate the similar work list achieved during the last 5 years	Attach the first and last pages of the contracts recorded, attached with the minutes of temporary or definitive reception of the aforesaid contracts or attestation of good end.
B2	List of equipment and Tools	In accordance with the appendix 10.2 To indicate the list of the working materials and other motorised materials ;	Attach legalised photocopies of the registration document (carte grise) duly signed by the competent services of the Ministry of the Transport or the Hiring Agreement for equipment to be hired and the Purchase receipt or invoice for the rest of the tools.
B3	List of personnel	In accordance with the appendix 10.3 To indicate the Monitoring staff.	Attach curriculum vitae duly dated and signed, certified photocopies of the diploma duly legalised by the competent administrative authority, attestation of availability duly dated and signed, an attestation of membership into the National Order ( ONIGC and ONIGR) for the current year , and all must have had at least five years of general experience in the domain.
B4	Technical proposals and planning of works	In accordance with the appendix 10.4 - Define the methodology and planning of work; - Indicate the measures proposed for the security and the preservation of the health of the workers in site	Initialled on every page, dated and signed.
B5	Special Technical Conditions Logbook	To insert the CCTP includes in the present tender file	Initials on every page, date, signature and stamps of the bidder at the end of the document.
B6	Attestation of solvency	To indicate the amount of the capacity of pre-financing of the bidder.	Date, stamps and signature of the issuing bank, recognised by the MINFI.



### 9.2.3 Financial Bid (volume 3)

It should contain the quoted documents below and should place in the following order:

N° ORDER	DESIGNATION	DETAILS	AUTHENTICATION
C1	Bid	Attached Model duly completed with indication of the amount of the proposal	- Date, signature, name and stamp of the bidder. - Fiscal stamp at the rate in force.
C2	Mail enclosure slip of the Prices	Original of the setting duly completed in letters and in numbers by the bidder	Initials on every page, date, signature and stamp of the bidder at the end of the slip.
C3	Bill of Quantities and Cost Estimate	Original of the setting duly completed by the bidder	Initials on every page, date, signature and stamp of the bidder.
C4	Sub-detail of the Prices unit	Details of every price unit following the rules in force and according to the model joins to the tender file	Initials on every page, date, signature and stamp of the bidder.

**All bids non-accompanied above by the documents and which do not comply to the required models shall be rejected.**

#### ARTICLE 10: SECURITY BOND

Every bidder shall attach to its administrative documents, a security bond delivered by a first-class banking establishment recognised by Ministry of Finance, (in words) (xx,xxx,xxx) Francs CFA. Only the original of the security bond shall be admitted.

The security bond shall be released after thirty (30) days after the validity deadline of the tenders for the bidders not having been retained and at the request of the bidder. For the retained bidder, the security bond shall only be released after constitution of the final bond.

The temporary security bond shall be valid for thirty (30) days taking effect from date of deposit of tenders. Fifteen (15) days after declaration of the retained bidder, the Delegated Contracting Authority will restore the security bond to each of the bidders whose offers shall not have been retained, and not more than ninety (90) days after expiration of their validity deadline. For the retained bidder, the bid security bond will remain valid until the final bond is submitted.

The bid bond could be seized if the retained enterprise doesn't sign the Contract or don not submit the final bond within the time limit.

#### ARTICLE 11: DEPOSIT OF THE BIDS

Every tender, written in French or in English and in six (06) copies of which a (01) original and six (05) copies indicated as such, should arrive under closed folds, at the secretariat of the Department of Technical Services of MIDENO latest the 8/12/2020 at 12 noon.

#### ARTICLE 12: VALIDITY DEADLINE OF THE TENDERS

The length of validity of the tenders is of ninety (90) days as from date of deposit of tenders.



### ARTICLE 13: OPENING OF BIDS

The opening of the bids will be proceed in only one instance and will take place in MIDENO Board room on the xx/xx/2025 at 1pm, local time, by the MIDENO Internal Tenders Board. Only the bidders or their representatives duly designated and having a perfect knowledge of the file can attend the bid opening session.

### ARTICLE 14-ASSESSMENT OF THE BIDS

The assessment of tenders will be made in two phases, that is: the administrative tender assessment (1st phase) and the technical financial tender assessment (2nd phase). It will be below schedule following the criteria define below.

#### 14.1: Eliminary criteria

- a. Incomplete administrative file: absence or nonconformity of one of the required documents ;
- b. Incomplete technical file absence :
  - b1) of the attestation of site visit duly signed on honour;
  - b2) of the methodological Note (organisation, planning and mastering of the project);
  - b3) of a work's director, Civil Engineer having minimum of BSC in civil engineer and with at least ten years of experience, and having proof of having managed at least ten (10) similar projects in the domain;
  - b4) of the attestation of membership of National order of Civil Engineers (ONIGC) for the work's director and all Civil Engineer or Higher Technician of Civil Engineering proposed as monitoring staff;
  - b5) proof to have during the last five years carried out a similar work of an amount superior or equal to three Billion (200 000 000) of FCFA;
- c. Non justification of being in possession of or of hiring of the following minimum equipment:

S/N	Description/Type of equipment	MinimumNumber	State
01	Front Wheel Loaders	01	
02	Motor Grader	01	
03	Roller Compactors at least 15T	01	
04	Excavator	01	
05	Concrete vibrators	01	
06	Hand Compactors	01	
07	Tipper trucks Bernne	03	
08	Water tankers	01	

- d. Omission in the financial tender of a quantified unit price.
- e. Not to have satisfied to at least 29 points of the essential criteria.

#### 14.2: Essential Criteria

The technical tender will be valued according to the following notation grid:

- A - References ..... 03 points
- B – Key Staff ..... 15 points
- C - Equipment .....21 points
- D - Financial Capacity..... 02pointts



The detail of the grid is as followed:

N°	CRITERIA	NOTATION (YES/NO)		
<b>A</b>	<b>REFERENCES</b>	<b>Years</b>		
1	Number of projects achieved in the domain of Public Works with the minimal amount of two (02) Hundred Million Francs - (the references will be justified by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) for the last five years	Sup or Equal to 5		
2	Number of projects of road works executed with a minimal amount of (02) Hundred Million Francs (the references will be justified by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) during the last five years	Sup or Equal to 5		
3	Number of projects of urban roads network executed with minimum amount of two (02) Hundred Million (the references will be justified by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) during the last five years	Sup or Equal to 5		
<b>B</b>	<b>SUPERVISORY PERSONAL</b>	<b>Years</b>		
<b>B1</b>	<b>Project Supervisor</b>			
4	A Civil Engineer registered in the NOCE	YES/NO		
5	Experience in roads and bridges works	Sup or equal to 10 years		
6	Number of projects supervised as work's director	Sup or equal to 10		
<b>B2</b>	<b>Surveyor</b>			
7	at least with a least qualification of Higher technician (TST)	YES/NO		
8	Experience in road surveys	Sup or equal to 5		
9	Number of projects surveyed as a surveyor	Sup or equal to 5		
<b>B3</b>	<b>Assistant Project Supervisor</b>			
10	at least with a basic qualification of Higher technician (TSGC)	YES/NO		
11	Experience in public works	Sup or equal to 5 years		
12	Number of projects as site supervisor	Sup or equal to 5		
<b>B4</b>	<b>Topographer</b>			
13	at least with a basic qualification of Higher technician (TSGC)	YES/NO		
14	Experience in roads Construction	Sup or equal to 5 years		
15	Number of projects as Topographer	Sup or equal to 5		
<b>B5</b>	<b>Geotechnical laboratory technician</b>			
16	at least with a basic qualification of Higher technician (TSGC)	YES/NO		



N°	CRITERIA	NOTATION (YES/NO)		
17	Experience in public works	Sup or equal to 5 years		
18	Number of projects as Geotechnical laboratory technician	Sup or equal to 5		
<b>C</b>	<b>EQUIPMENT</b>			
	Motorised equipment (estimated on the basis of the presentation of legalised photocopies by the competent services of the Ministry of Transport or attestation of leasing, with custody justification and the legalised bills for the rest of the material. In case of renting, to join a copy of the renting contract. These documents must dated for not more than three months)			
19	Front Wheel Loaders	YES/NO		
21	Motor Grader	YES/NO		
22	Roller Compactors at least 15T	YES/NO		
28	Excavator	YES/NO		
29	Concrete vibrators	YES/NO		
30	Hand Compactors	YES/NO		
31	Tipper trucks Bernne	YES/NO		
32	Water tankers	YES/NO		
33		YES/NO		
34		YES/NO		
35	Compressor	YES/NO		
36	Generator	YES/NO		
37	Sufficient small tools: Shovels, wheelbarrows, Pickaxes, etc....	YES/NO		
38	Minimum laboratory tools (balance, Proctor mould, densitometer with membrane, set of sieve, sand machine, steam cup)	YES/NO		
39	Minimum survey equipment (Total Station or theodolite, staff, canes, reflectors, distance meter)	YES/NO		
	<b>FINANCIAL CAPACITY</b>			
40	Balance sheet certified by a Chartered Accountant for the last five years	Sup or equal to 2 Hundred million		
41	Attestation of pre-financing capacity of works (attestation of solvency delivered by a recognised bank)	Sup or equal to 100 Millions		

A technical tender will be judged acceptable when it will have, to the term of the analysis, gotten at least 29 positive points of the essential criteria. All tenders that shall not meet these conditions shall not be admitted for financial assessment.

#### 14.3: Financial bid assessment

The tender board will verify if the financial bids are in compliance and complete. It shall besides, proceed to the verification of calculations operations and the pertaining possible mistakes.

The financial bids of bidders shall be verified and subsequently rectified on the following bases:



- a. If there is contradiction between the unit price and the total price gotten while multiplying the unit price by the quantities, the unit price will make faith and the total price will be corrected, unless, upon the opinion of the subcommittee in charge of analysis of tenders, the comma of the decimals of the unit price is obviously badly placed, to which presses the indicated total price will prevail and the unit price will be corrected;
- b. If the total obtained by addition or subtraction of sub- totals is not accurate, the sub- totals will make faith and the total will be corrected;
- c. If there is contradiction between the price indicated in letters and in numbers, the amount in letters will make faith, unless this amount is bound to an arithmetic mistake confirmed by the sub-detail of the aforesaid price, to which presses the amount in numbers will prevail subject to the paragraphs (a) and (b) above.
- d. In case of omission of a unit price quantified in the bid, this bid will be merely disqualified.

#### **ARTICLE 15– ATTRIBUTION OF THE BID**

The Tender will be assigned to the bidder presenting the least saying offer and satisfying the requisite technical and administrative capacities.

#### **ARTICLE 16–VERIFICATION OF BIDS**

16-1 the administration reserves a necessary time for the verification of the tenders and to make its selection. It will possibly rectify, as indicated to the article 14. If the provisional retained bidder doesn't accept this correction, its offer will be rejected and its bid bond could be seized in this case.

16-2 on the request of the President of Delegated Contracting Authority, the bidder should provide in writing, in the seven calendar (07) days following the request all necessary information to the examination of its bid or concerning the omissions or mistakes raised on.

#### **ARTICLE 17–PROCEDURE OF CONSTITUTION OF CONTRACT**

The contract resulting from the present call for invitation to tender will be prepared, approved and executed in accordance with provision of the decrees N°2004/275S of 24<sup>th</sup> September 2004 bearing Public Contract Code.

The retained entrepreneur will receive notification to his official address or by way of press.

In the case where the retained contractor won't have fulfilled his liabilities, the administration reserves the right to cancel the contract without the contractor having the possibility for a last resort.

Once the contract is approved and signed, the beneficiary receives notification of it. Het must in the twenty (20) days that follow, to produce its definitive security bond (according to the model joins in appendix) and to proceed to its registration according to the procedures and duties in force.

The retained contractor, after signature of the contract and in accordance with its conditions will have to take all necessary arrangements in order to insure the quick start of works upon receipt of the Jobbing Order of the Delegated Contracting Authority.

#### **ARTICLE 18: COMPLEMENTARY INFORMATION**

The complementary information can be obtained at the MIDENO head office, at the Department of Technical Services of Bamenda Council Tel. xxx xxx xxx

#### **ARTICLE 19: SUBSCRIPTION OF THE CONTRACT PROJECT**

The Notice publishing the results will fix the deadline of subscription of the contract project by the retained contractor. Failing to conform itself to this deadline, the Delegated Contracting authority will reserve the right to annul this assignment.



## **ARTICLE 06: SUBMISSION OF BIDS (OFFERS)**

Each offer written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in seven (7) copies that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach the **premises of DIRECTOR GENERAL OF MIDENO**, Service in charge of contracts award not later than ..... at ..... local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

**The sealed external envelope addressed to the Contracting Authority shall bear the following inscription:**

**RESTRICTED NATIONAL INVITATION TO TENDER N° ...../RNIT/PPRD/MIDENO/MITB/13/84/2025  
OF.....FOR THE REHABILITATION OF ROADS IN NJIKWA (02) 60KM WITHIN THE  
FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF  
THE NORTH WEST REGION (PPRD) THROUGH MUTUAL AGREEMENT PROCEDURE**

## **9. EVALUATION AND AWARD**

Bids determined to be substantially responsive to the technical specifications (experience and quality of service) will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in the ToR, and it will not be considered further. The Contracting Authority will evaluate and compare only the bids/quotations determined to be substantially responsive. In evaluating the quotations, the Contracting Authority will adjust for any arithmetical errors as follows:

- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) If a Supplier refuses to accept the correction, his quotation will be rejected.
- d) In addition to the quoted price, the evaluated price shall include Value Added Tax (VAT) in Cameroon

The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities and within the budget. The successful bidder will sign a Contract specifying the terms and conditions of supply. All bids and quotations should be valid for a period of ninety (30) days from the deadline for receipt of bids.

## **10. ANTI-CORRUPTION POLICY**

Under the public contract Anti-corruption Policy, bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. Proposal for award will be rejected and sanctions will be imposed on parties involved, if it is determined that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the Contract under this Terms of Reference.



#### **11. ROLE AND RESPONSIBILITIES**

MIDENO shall be responsible for providing type, varieties, quantities, quality indicators and required documentation to the bidder. The delivery of the tractors shall be as planned by MIDENO in consultation with the successful bidder. The bidder is responsible for overall delivery and distribution of the tractors and compliance with the required documentation, quality and quantity indicators.

#### **12. BUDGET REQUIREMENT**

The contract shall be procured **on a price competitive basis** considering the time of delivery, experience, quality of tractors and documentation requirement. Bidders have to ensure that the unit cost for each item is clearly stated in their quotations.

#### **13. MODE OF PAYMENT**

The payment to the contractor shall be made at least .... days after reception of works executed and duly certifying that the solar system is in conformity to the quality and quantity specifications under the deliverables and bill of quantities. The price quoted in the bid should be valid for at least one year from the date of the bid.

#### **14. SUBMISSION OF BIDS**

Potential suppliers willing to make a bid can send the complete set of sealed documents by hand mail to the following address latest ....th..... 2025.

The Director General, North West Development Authority,  
P.O. Box 442, Bamenda  
Email: [midenobda@yahoo.com](mailto:midenobda@yahoo.com)



## PART 6: UINT PRICE SCHEDULE

SN	Description (Works/Supplies)	DetailTechnicalspecificat ion	Unit	Quantity	Unit Price (Words& figures	
					fcfa	ForeignCurrency wherenecessary
1.0	SERIE 000: INSTALLATION DE CHANTIER	Installation de chantier	ff	1.00		
		Amene et repli du materiel	ff	1.00		
2.0	Serie 100 : NETTOYAGE ET TERRASSEMENTS	debroussaillage	M2	12,000		
		Dégagement km	Km	1.50		
		Remblai provenant d'emprunt	M3	2,500		
		Mise en forme de la plate forme y compris fosses et exutoires	M2	12,000		
		Reprofilage compactage	M2	9,000		
		Curage et remise en forme des fosses et des exutoires existants	MI	3,000		
		Creation des fosses, divergents et exutoires en terre	ml	3,000		
3.0	SERIE 300 : ASSAINISSEMENT - DRAINAGE	Curage des buses (Ø? 1.5m) et des dalots (H? 1.5m	U	1.00		
		Fourniture et pose de base metallique 800	ml	13.40		
		Puisard en maconnerie de moellons pour base 800	U	2.00		
		Tete en maconnerie de moellons pour buse 800	U	2.00		
		Fosses maconnes	ml	100.00		
4.0	SERIE 600 : DIVERS	Construction barrier de pluie	U	-		
		Peinture a huile sur les gare corps	M2	-		



**PART 7: DETAIL BILL OF QUANTITIES AND ESTIMATES**

PART 7: DETAIL BILL OF QUANTITIES AND ESTIMATES								
SN	Description (Works/Supplies)	DetailTechnicalspecification	Unit	Quantity	Unit Price (Words& figures		Total Price	
					fcf a	ForeignCurr encywhere necessary	fcfa	Foreign Currencywhere necessary
1.0	SERIE 000: INSTALLATI ON DE CHANTIER	Installation de chantier	ff	1.00				
		Amene et repli du materiel	ff	1.00				
2.0	Serie 100 : NETTOYAGE ET TERRASSEMENT S	debroussaillage	M2	12,000				
		Dégagement km	Km	1.50				
		Remblai provenant d'emprunt	M3	2,500				
		Mise en forme de la plate forme y compris fosses et exutoires	M2	12,000				
		Reprofilage compactage	M2	9,000				
		Curage et remise en forme des fosses et des exutoires existants	MI	3,000				
		debroussaillage	M2	12,000				
3.0	SERIE 300 : ASSAINISSEM ENT DRAINAGE	Curage des buses (Ø? 1.5m) et des dalots (H? 1.5m	U	1.00				
		Fourniture et pose de base metallique 800	ml	13.40				
		Puisard en maconnerie de moellons pour base 800	U	2.00				
		Tete en maconnerie de moellons pour buse 800	U	2.00				
		Fosses maconnes	ml	100.00				
4.0	SERIE 600 : DIVERS	Construction barrier de pluie	U	-				
		Peinture a huile sur les gare corps	M2	-				
Total EVAT								
VAT : 19.25%								
IR : (.....%)								
Net Payment								
TTC								

**SUMMARY**

SN	Description of works/supplies	Total Price
1.0		
2.0		
3.0		
4.0		
	<b>Total EVAT</b>	
	<b>VAT (19.25%)</b>	
	<b>Total VAT inclusive</b>	
	<b>Net Payable</b>	

Total sum of.....

Date.....

Name, Signature of Empowered Representative & Stamp of Enterprise/Contractor



**PART 8: SUB DETAIL PRICE SCHEDULE**

**SUB DETAIL SCHEDULE PRICE FOR THE REHABILITATION OF ROADS IN NJIKWA (02) 60KM**

SN	Designation	Quantity	UP	Total Price
<b>A</b>	<b>PRELIMINARYWORKS/STUDIES</b>			
1.1				
Etc.				
<b>B</b>	<b>MATERIAL</b>			
2.1				
Etc.				
<b>C</b>	<b>EQUIPMENT</b>			
3.1				
Etc.				
<b>D</b>	<b>LABOUR</b>			
4.1				
<b>E</b>				
<b>F</b>				
Etc.				
<b>TOTAL (A +B+C+D+E+F+ etc)</b>				



**PART 9: MODEL OF CONTRACT**

**MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT**  
**MINISTÈRE DE L'AGRICULTURE ET DU DÉVELOPPEMENT RURAL**  
Fatherland

**REPUBLIC OF CAMEROUN**  
Peace – Work –

**North West Development Authority**  
**MISSION DE DÉVELOPPEMENT DU NORD OUEST**

**CONTRACT N°...../RNIT/PPRD/MIDENO/13/84/2025 OF..... following the launching of  
Restricted National Invitation to Tender No...../RNIT/PPRD/MIDENO/MITB/13/84/2025  
OF..... FOR THE REHABILITATION OF ROADS IN NJIKWA (02) 60KM PROCEDURE  
WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND  
DEVELOPMENT OF THE NORTH WEST REGION (PPRD) THROUGH MUTUAL AGREEMENT**

**Contracting Authority:**

**Holder: Post Box, Email, Telephone, Fax, Registration Number, Tax Payers Card No.**

**Subject of the Contract:**

**Place of Execution: Location, Subdivision, Division, Region**

**Duration of the Contract:**

**Amount of contract (FCFA)**

- Total EVAT
- VAT (19.25%)
- AIR (...)%
- Total VAT inclusive
- Net Payable

**Financing:**

**Budgetary Head/Line.....**

**Date of subscription.....**

**Date signed.....**

**Date Notified.....**

**BETWEEN**

**The Government of Cameroon, Represented by the .....**

**On the One hand**

**Hereinafter referred to as the Contracting Authority**

**AND**

**The Enterprise: Name, P.O. Box, Email, Telephone, Fax, Registration Number, Tax Payers Card No.**

**Represented by..... (Indicate name and position in the Enterprise)**

**On the Other hand**

**Hereinafter referred to as the Contractor**



Having agreed upon and adopted the following;

.....  
.....

Summary

Part 1: Special Administrative Clauses

Part 2: Special Technical clauses

Part 3: Unit Price Schedule

Part 4: Detail Estimates and Quantities

PAGE .....AND LAST OF CONTRACT NO...../RNIT/PPRD/MIDENO/13/84/2005 of.....

AFTER: Restricted National Invitation to tender No. ....../RNIT/PPRD/MIDENO/13/84 of.....

WITH THE COMPANY: .....

FOR THE: REHABILITATION OF THE NWA-GOM ROAD (13,000Km) NWA SUB-DIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION (PHASE I) THROUGH MUTUAL AGREEMENT PROCEDURE WITHIN THE FRAMEWORK OF THE PRESIDENTIAL PLAN FOR RECONSTRUCTION AND DEVELOPMENT OF THE NORTH WEST REGION (PPRD)

AMOUNT OF THE CONTRACT:

- Total EVAT
- VAT (19.25%
- AIR (...)%
- Total VAT inclusive
- Net Payable

EXECUTION TIME: Six (6) months

READ, ACCEPTED AND SIGNED

At.....on the.....

BY

THE DIRECTOR GENERAL  
MIDENO

THE DIRECTOR  
Successful Bidder

THE PROJECT OWNER

THE CONTRACTOR

Registration: Signature of competent Authority, Place & Date



## **PART N° 10: MODEL OF DOCUMENTS TO BE USED BY BIDDERS**

### **TABLE OF MODELS**

Annex 1: Model Bid letter

Annex 2: Model of bid security

Annex 3: Model Final Bond

Annex 4: Model of bank guarantee for start-of Advance payment

Annex 5: Model for Retention fund guarantee

Annex 6: Model for work planning

Annex 7: Model for presentation of References of bidders

Annex 8: Model for presentation of equipment of Bidder

Annex 9: Model for presentation of personnel

Annex 10: Model of Attestation of Site Visit



ANNEX1:MODEL BID LETTER

I, the undersigned.....[indicate the name and capacity of signatory]  
representing the.....enterprise or group of enterprises with head office  
at.....registered in the trade register of under the number No.....

- Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No.....[recall the subject of the invitation to tender]
- After having personally visited the site of the works and personally appreciated the situation, nature and difficulties in the realization of the works
- Submit with my signature the Unit price schedule and bill of estimates and quantities in conformity with the provisions of the Tender Document

Submit and engage myself to carry out the works in conformity with the tender File, in return for the prices which I myself establish on the basis of the each structure for which the bid price is:

- .....Francs CFA (In words & figure) without VAT and at
- ..... Francs CFA (In words & figure) all taxes inclusive
- Engage to execute the works within a deadline of.....months

In addition I pledge to maintain my bid valid for **ninety (90) days** from the deadline of submission of bids.

The rebates and modalities of application of the said rebates are as follows.....

The contracting Authority shall pay the sums due for this contract by crediting Account No.....opened in .....Bank.....Branch

Prior to the signing of the contract, this bid accepted by you shall constitute an agreement between us.

Done at.....on.....

Signature of.....

In the capacity as.....

Duly authorized to sign bids for and on behalf of.....



## ANNEX 2: MODEL OF BID SECURITY

Addressed to *[indicate the Contracting Authority and his address]* "Contracting Authority"

Whereas the Enterprise.....hereinafter referred to as the "bidder" has submitted his bid on the.....for..... *[recall the subject of the invitation to tender]*, hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to.....  
*[indicate the amount]* CFA francs.

We.....*[name and address of the bank]*, represented by.....*[names of signatories]*, hereinafter referred to as "the bank" hereby declare to guarantee payment to the Contracting Authority the maximum sum of.....*[indicate the amount]* CFA francs, that *the* bank pledge; to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retrieves his bid during the validity period specified in the tender document;

or

If the bidder having been notified of the award of the contract by the Contracting Authority during the validity period:

- Fails or refuses to sign the contract, when required to do so;
- Fails or refuses to furnish the caution for the contract (final bond) as provided for by the contract

We commit ourselves to pay to the Contracting Authority an amount up to the maximum of *the* sum referred to above upon reception of the his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above conditions has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the Contractor Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the *end* of the deadline for the validity of bids. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this validity period.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences

**Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_**

**[Bank's signature]**



### ANNEX 3: MODEL FINAL BOND

Bank.....

Reference of the bond: No.....

Addressed to [indicate the contracting Authority and his address] Cameroon, hereinafter referred to as the "Contracting Authority"

Whereas.....[name and address of Enterprise], hereafter referred to as "the Enterprise", has committed himself, in execution of the contract referred to as "the contract", to carry out..... [indicate the nature of the services].

Whereas it is stated in the contract that the Enterprise shall entrust to the Contracting Authority a final bond of an amount equal to.....[indicate the percentage between 2 and 5 %] of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract.

Whereas we have agreed to give the Enterprise this guarantee,

We, .....[name and address of bank]

Represented by.....[name of signatories] hereinafter referred to as "the bank", commit ourselves to pay the Contracting Authority, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Enterprise has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of.....[in figures and words] .

We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.

This final bond shall enter into force as soon as it is signed and as soon as the Contracting Authority notifies the Supplier of the approval of the contract. It shall be released within a deadline of..... [indicate the Deadline] from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us automatically without the express request on our part.

Any request for payment formulated by the Contracting Authority by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall for purposes of its interpretation, be subject to Cameroon law, Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

**Signed and authenticated by the bank at\_\_\_\_\_on\_\_\_\_\_**

**[Signature of the bank]**



#### ANNEX 4: MODEL OF BANK GUARANTEE FOR ADVANCE PAYMENTS

**Bank.....**

We the undersigned.....(Bank and Address) declare by this guarantee on behalf of.....(Enterprise) to the benefit of the Contracting Authority.....(address of the contracting Authority) the beneficiary

The payment without notice from the reception of the first written request of the beneficiary declaring that.....(Enterprise) has not respected his obligations relating to the reimbursement of the Start-off Advance according to the conditions of contract No..... of..... relating to the works.....(Indicate the subject, references of the Call for tender), the total sum corresponding to the advance of.....(20% max) the amount all taxes inclusive of Contract No....., payable from the notification of the corresponding Service Order, of.....(francs CFA.

This guarantee shall enter in force and shall take effect of the respective parts of the virements of this advance into the account of the .....(Enterprise) opened in .....Bank in Account No.....

The guarantee shall remain in force up to the disbursement of the advance in conformity to the procedure fixed in the Special administrative Clauses (CCAP).However the amount of the cautionshallbe proportionately reduced for reimbursement of the advance as reimbursement is ongoing.

The law and jurisdiction applicable to this guarantee are those of the Republic of Cameroon

**Singed and authenticated for the bank at.....on the.....**

**[Signature and stamp of the bank]**



## ANNEX 5: MODEL FOR RETENTION FUND GUARANTEE

Bank.....

Reference of the guarantee: No.....

To:.....(Address of Contracting Authority)

Hereinafter referred to as "the Contracting Authority"

Whereas.....[name and address of Enterprise] hereinafter referred to "the Enterprise", pledged, in execution of the contract, to carry out the works of..... [indicate the subject of the works]

Whereas it is stipulated in the contract that the retention fund fixed at..... [10 % max] of the amount of the contract all taxes inclusive may be replaced by a joint guarantee,

Whereas we have agreed to provide the Enterprise with this guarantee,

We,.....[name and address of the bank] represented by.....[names of signatories] and hereinafter referred to as "the bank":

Hence, we hereby affirm that on behalf of the Enterprise, we guarantee and are responsible to the Contracting Authority for a maximum amount of..... [in figures and words] corresponding to [percentage below 10 % to be specified] of the contract price.

And we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Enterprise has not fulfilled his contractual obligations or indebted to the Contracting Authority within the framework of the contract amended where need be by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to [percentage below 10 % to be specified] of the total amount of the work featuring in the final detailed account, without the Contracting Authority having to prove or give the reasons nor the reason for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this guarantee and we hereby incline to any amendment, addendum or change.

This guarantee shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release by the Contracting Authority.

Any request for payment formulated by the Contracting Authority by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This guarantee shall, for purposes of its interpretation and execution, be subject to Cameroon law.

Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank

At.....on.....

[Signature of the bank,



## ANNEX 6: MODEL OF PLANNING FRAMEWORK

### Annex 6.1: CALENDAR OF WORKS & PERSONNEL WORK PLAN

Works to be carried out	Personne engaged	[Month from start of mission]						Total No of Months/Weeks	Unit cost	Total cost
		1st	2nd	3rd	4th	5th	6th			

Name and signature of Empowered Representative & Stamp of Enterprise

### ANNEX 6.2: CALENDAR OF MONTHLY DOWN PAYMENTS TO BE MADE

Works to be carried out	Months/ Weeks	Unit Price/LS	Total Price Exclusive of Taxes	Expected deliverables
	Month 0			
	Month 0+ 1			
	Month 0+ 2			
	Month 0+3			
	Month 0+4			
	Month 0+5			
	Month 0+6			

Name and signature of Empowered Representative & Stamp of Enterprise



## ANNEX 7: MODEL FOR PRESENTATION OF REFERENCES OF BIDDERS

SN	Name of Contract	Reference of contract	Contracting/ Delegated Contracting Authority (Name & Address	Subject of Contract	Location of Contract	Contract Amount	Execution Deadline	Observations

Annex copies of Contract and Minutes of Reception



# ANNEX 8: MODEL FOR PRESENTATION OF EQUIPMENT OF BIDDER

N°	Name of Equipment	Type/Mark	Capacity	State of Equipment	Ownership	Localisation
1						
2						
3						
4						
5						
Etc.						

Annex photocopies of Immatriculation



## ANNEX 9: MODEL FOR PRESENTATION OF QUALIFICATIONS AND EXPERIENCE OF THE KEY

### PERSONNEL RESPONSIBLE FOR EXECUTION OF THE CONTRACT

Post	Name	Qualification	Date Of Recruitment	Experience in The construction works	Observations
Works Director					
Site foreman					
Etc					

Annex CVs of personnel according the format provided below

#### Model Curriculum Vitae (CV) of the proposed personnel

Position.....

Name of bidder.....

Name of  
employee.....

Profession.....

Diplomas.....

Date of  
birth.....

Number of years of employment by bidder.....:

Nationality.....

Membership of professional associations/groups.....

Specific duties.....

**Main qualifications:** *(In about half a page, give a summary of aspects of the employee's training and experience most useful to the tasks within the scope of the assignment, indicate the level of responsibility exercised by the employee during previous missions by specifying the date and place).*

**Training:** *(In about half a page, summarize the university and other specialized studies by the employee by indicating the names and addresses of the schools and universities attended, with the dates of attendance as well as the diplomas obtained).*

#### Attached documents:

- Certified true copy of the highest diploma and possibly an attestation from the professional corporation

#### Professional Experience:

*(In about two pages, draw up a list of employment exercised by the employee since the end of his studies in reverse chronological order, starting with the current position. For each position; indicate the dates, name of employer title of position occupied and place of work. **For the last ten years**, specify in addition the type of activity performed and where need be the names of clients likely to furnish references).*

Knowledge of information technology (**indicate the level of knowledge**)

#### Attestation:



I, the undersigned, hereby truthfully certify that the information furnished above is a true testimony of my situation, qualifications and experience.

**Date.....**

**Name & signature of employee**

**Name & signature of Employer/ representative**



**ANNEX 10: MODEL OF ATTESTATION OF SITE VISIT**

Mr./Mrs./Miss.....

Engineer of the Company.....

Declare on honor having visited.....,

Proposed for the invitation to tender No.....

At the end of this visit the following observations were noted:

**Technical Comment:**

**Demographic inventory**

DATE:.....

Signature and Name of the Engineer      Signature and Name of representative of  
Contracting Authority



**PART N° 12: LIST OF BANKING ESTABLISHMENTS AND FINANCIAL INSTITUTIONS  
AUTHORIZED BY THE MINISTRY OF FINANCE TO ISSUE CAUTIONS IN PUBLIC CONTRACTS**

**1. LIST OF BANKS**

1. Société Générale Cameroun (SGC)
2. Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
3. Société Commerciale de Banques-Cameroun (CA-SCB)
4. Standard Chartered Bank Cameroon (SCBC)
5. Afriland First Bank (AFB)
6. Banque Atlantique du Cameroun (BAC)
7. Ecobank Cameroon (EBC)
9. Citibank N.A. Cameroon
10. Commercial Bank of Cameroon (CBC)
11. Union Bank of Cameroon (UBC)
12. National Financial Credit Bank (NFC Bank)
13. United Bank of Africa (UBA)
14. BANQUES GABONNAISE POUR LE FINANCEMENT INTERNATIONAL (BGFI Bank)
15. LA REGIONALE BANK
16. CREDIT COMMUNAUTAIRE D'AFRIQUE (CCA BANK)
17. BANGE BANK CAMEROON (BANGE CMR)
18. ACCES BANK CAMEROON (ABC)

**II. LIST OF INSURANCE COMPANIES**

19. CHANAS Insurance Company
20. ACTIVA Insurance Company
21. Zenith Insurance
22. Compagnie Professionnelle d'Assurance du Cameroun (CPA)
23. AREA ASSURANCES
24. ATLANTIC ASSURANCE SA
25. PRUDENTIAL BENEFICIAL GENERAL INSURANCES
26. CPA SA
27. NSIA ASSURANCES
28. PRO ASSUR SA
29. ROYAL ONYX INSURANCE
30. SAAR SA
31. SAHAM
32. ASSURANCES  
CAMEROON



PART N° 13:  
TECHNICAL DRAWINGS AND DETAILS



