

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE LA MEZAM

COMMUNE DE BAMENDA III

COMMISSION INTERNE DE PASSATION
DES MARCHE DE LA COMMUNE DE
BAMENDA III



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH-WEST REGION

MEZAM DIVISION

BAMENDA III COUNCIL

BAMENDA III COUNCIL INTERNAL
TENDR'S BOARD

PROJECT OWNER: THE MAYOR OF BAMENDA III COUNCIL

CONTRACTING AUTHORITY: THE MAYOR OF BAMENDA III COUNCIL

TENDER'S BOARD: BAMENDA III COUNCIL INTERNAL TENDR'S BOARD

OPEN NATIONAL INVITATION TO TENDER
N° 001/ONIT/NWR/BIIIC/BIIICITB/2022 OF03/02/2022
FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE
COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION
-NTAMUCHE AVERAGE WIDTH 8M, LENGTH= 1.1KM IN BAMENDA III
SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION
BY EMERGENCY PROCEDURE

FINANCING: MINDDEVEL PUBLIC INVESTMENT BUDGET (PIB) - 2022

12. OPENING OF BIDS:

The opening of bids shall take place on the **24/02/2022 at 11:00 a.m.** in the conference hall of the Bamenda III council internal tender's Board.

The opening of bids will be done at once and in three stages:

- Stage 1: Opening of envelope A containing Administrative document (volume 1),
- Stage 2: Opening of envelope B containing Technical document (volume 2)
- Stage 3: Opening of envelope C containing financial document (volume 3).

All the bidders can take part in this opening session or can be represented by one person duly mandated (Even in case of joint-venture) who has a perfect mastery of the tender file.

13. MAIN CRITERIA OF EVALUATION OF THE BIDS:

13-1- : ELIMINATORY CRITERIA:

1. -Deadline for delivery higher than prescribed;
2. -False declaration or falsified documents;
3. insufficient bid bond; not corrected after 48hrs of opening time
4. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. -Incomplete financial file;
6. Omission of a unit price in the financial bid;
7. -Change of quantity or unit;
8. -Non respect of (75%) of essential criteria;

13-2: Essential criteria:

The technical bids will be evaluated according to the following ten (10) main criteria:

- a. Key personnel of the enterprise on **three (03)** criteria;
- b. The site equipment to be mobilized on **five (05)** criteria;
- c. The Enterprise references on **two (02)** criteria.

14. Duration of validity of bids:

The bidders will be engaged by their bids during a period of ninety (90) days as from the latest date programmed for bids deposit.

15. Award of contract:

The contract will be awarded to the lowest bidder, fulfilling the required administrative, technical, and financial criteria.

Only a maximum of one lot(s) can be awarded to a bidder for this tender.

16. Additional information

Additional information in relation to technical details can be obtained at the office of the contracting authority, notably **The Mayor of Bamenda III Council** office situated at Mile IV Nkwen.

Done at Bamenda III on 03 FEB 2022

The Mayor of Bamenda III Council
Contracting authority



FONGU Cletus TANWE

Copies:

- MINMAP
- ARMP
- Chairperson of TB
- File
- Notice Boards

Document 1.b

FRENCH VERSION

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

REGION DU NORD-OUEST

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REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH-WEST REGION

MEZAM DIVISION

BAMENDA III COUNCIL

BAMENDA III COUNCIL INTERNAL
TENDR'S BOARD

AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° 001/AONO/NWR/BIIIC/BIIICITB/2022 DU03/02/2022
POUR L'EXECUTION DES TRAVAUX DE REVETEMENT EN ENDUIT
SUPERFICIEL TRICOUCHE DE CERTAINES TRONCONS DANS
L'ARRONDISSEMENT DE BAMENDA III :COUNCIL JUNCTION-NTAMUCHE
(Longueur = 1.1 KM. Largeur Moyenne = 8,00 m) DANS LA COMMUNE DE
BAMENDA III, DEPARTEMENT DE LA MEZAM, REGION DU NORD-OUEST
PAR MESURE D'EMERGENCE

FINANCEMENT : BIP 2022
IMP

Le Maire de la Commune de Bamenda III, AUTORITE CONTRACTANTE, lance pour le compte de la république du Cameroun, un Appel d'Offres National Ouvert pour la réalisation de l'opération sus-indiquée.

3. Objet de l'Appel d'Offres :

L'Appel d'Offres porte sur l'exécution des travaux de revêtement en enduit superficiel tri couche de certains tronçons dans l'arrondissement de Bamenda III :Council Junction-Ntamuche (Longueur = 1.1 Km. Largeur Moyenne = 8,00 M) Dans La Commune De Bamenda III, Département De La Mezam, Région Du Nord-Ouest.

4. Allotissement :

Les travaux sont repartis en UN SEUL LOT suivant les itinéraires ci - après :

LOT	Tronçons	Commune traversée	Code de la Route	Longueur (Km)	Budget Provisionnel TTC	Délai (mois)
1	COUNCIL JUNCTION-NTAMUCHE	BAMENDA III	RC	1.1	100 000 000	4
	TOTAL			1.1	100 000 000	4

5. Consistance des travaux :

Ces travaux comprennent les opérations suivantes :

SERIE 100 : TRAVAUX PRELIMINAIRES

- 101 Installation de chantier et Projet d'exécution

SERIE 200 : TERRASSEMENT

- 201 Mise en forme de la plateforme y compris curage des fossés et exutoires ;

SERIE 300 : COUCHE DE FOUNDATION ET DE BASE

- 301 Couche de fondation en remblai ;
- 302 Couche de base en grave latéritique amélioré au ciment ;
- 303 Couche d'imprégnation ;
- 304 Couche de roulement en enduit superficiel tri couche ;

SERIE 400 : RESEAUX

401 Déplacement réseau SNEC, SONEL et CAMTEL

6. Participation et origine :

La participation est ouverte à égalité de conditions à toutes les petites et moyennes entreprises de droit camerounais.

7. Financement :

Les travaux objet du présent Appel d'Offres sont financés par le Budget d'investissement Publics 2022 du MINDEVEL. Le coût prévisionnel de l'ensemble des travaux prévus dans le présent Appel d'Offres National Ouvert est de : **Cent Millions (100 000 000 FCFA)** Toutes Taxes Comprises.

8. Délai d'exécution :

Le délai global d'exécution des travaux est de 4MOIS (QUATRE *MOIS*) calendaires. Ce délai court à compter de la date de notification de l'ordre de service de commencer les travaux.

9. Administration au nom de laquelle sera conclu le marché :

A l'issue de l'examen des offres des soumissionnaires et du choix des attributaires par le Maître d'Ouvrage délégué, le marché sera conclu entre celui-ci et le Maître d'Ouvrage Délégué qui est le **Maire de la commune de Bamenda III**.

10. Cautionnement provisoire (garantie de soumission) :

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission), établi selon le modèle indiqué dans le Dossier d'Appel d'Offres, par un établissement bancaire de premier rang, agréé par le Ministre en charge des Finances et d'un montant égal à :

N° du lot	Montant de la caution en FCFA
LOT N°1	2, 000,000 FCFA

Sous peine de rejet, le cautionnement provisoire devra impérativement être produit en original datant de moins de trois (03) mois.

Le cautionnement provisoire sera libéré d'office au plus tard 30 jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le

soumissionnaire est adjudicataire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

11. Consultation du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être consulté auprès des Services du Maître d'Ouvrage délégué dans les services de Monsieur le Maire de la commune de Bamenda III, situé à Mile IV Nkwen Bamenda.

12. Acquisition du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être obtenu dans les services du DE L'AUTORITE CONTRATCTANTE, notamment à la **Mairie de Bamenda III**, situé à **Mile IV Nkwen**, sur présentation d'une quittance de versement au Trésor de Bamenda III d'une somme non remboursable au titre des frais d'achat du dossier de CENT MILLE (**100.000 FCFA**) Francs CFA.

Cette quittance devra identifier l'acquéreur comme représentant le prestataire désireux de participer à la consultation.

13. Présentation des offres :

Les documents constituant l'offre seront répartis en trois volumes ci-après, placés sous simple enveloppe dont :

L'enveloppe A contenant les Pièces administratives (volume 1) ;

L'enveloppe B contenant l'Offre technique (Volume 2) ;

L'enveloppe C contenant l'Offre financière (Volume 3).

Toutes les pièces constitutives des offres (Enveloppes A, B et C), seront placées dans une grande enveloppe extérieure scellée portant uniquement la mention de l'Appel d'Offres en cause.

Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de couleur identique autre que la blanche.

14. Remise des offres :

Chaque offre, rédigée en anglais ou en français, en **sept (07) exemplaires**, dont **un (01) original et six (06) copies** marqués comme tel, devra parvenir dans les services du Maître d'Ouvrage DELEGUE, notamment à la **Mairie de Bamenda III**, situé à **Mile IV Nkwen** au plus tard le **24/02/2022 à 10 :00 heures**, heure locale et devra porter la mention :

**« AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° 001/AONO/NWR/BIIIC/BIIICITB/2022 DU 03/02/2022
POUR L'EXECUTION DES TRAVAUX DE REVETEMENT EN ENDUIT
SUPERFICIEL TRICOUCHE DE CERTAINES TRONCONS DANS
L'ARRONDISSEMENT DE BAMENDA III : COUNCIL JUNCTION-NTAMUCHE
(Longueur = 1.1 KM. Largeur Moyenne = 8,00 m) DANS LA COMMUNE DE
BAMENDA III, DEPARTEMENT DE LA MEZAM, REGION DU NORD-QUES En
PAR MESURE D'EMERGENCE**

FINANCEMENT : BIP 2022

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

15. Recevabilité des offres :

Les offres parvenues après la date et l'heure de dépôt des offres ou celles ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

Sous peine de rejet, les pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Ces pièces administratives ont une durée de validité de trois (03) mois, cette date limite de validité des pièces administratives doit être postérieure à la date de lancement de l'Appel d'Offres.

16. Ouverture des plis :

L'ouverture des offres aura lieu le **24/02/2022** dès **11 heures** précises, dans la salle de réunion de la Commission **COMMUNALE DE PASSATION DES MARCHES DE LA MAIRIE DE BAMENDA III** siégeant à Mile IV Nkwen

L'ouverture des plis se fera en un temps et en trois étapes :

- 1^{er} étape : Ouverture de l'enveloppe A contenant les pièces administratives (volume 1),
- 2^{eme} étape : Ouverture de l'enveloppe B contenant les offres techniques (volume 2)
- 3^{ème} étape : Ouverture de l'enveloppe C contenant les offres financières (volume 3).

Tous les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne dûment mandatée (même en cas de groupement) de leur choix ayant une parfaite connaissance du dossier.

17. Principaux critères d'évaluation des offres :

17-1- : Critères éliminatoires :

- 1- Délai d'exécution supérieur à celui prescrit (supérieur à 04 mois) ;**
- 2- Fausses déclarations ou pièces falsifiées;**
- 3- Insuffisance de la caution provisoire de soumission non complète après 48h de d'ouverture des plis**
- 4- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;**
- 5- Offres financière incomplète,**
- 6- Omission du prix unitaire dans l'offre financière**
- 7- Le changement d'une unité ou d'une quantité dans l'offre financière ;**
- 8- Le non-respect de (75%) des critères essentiels ;**

17-2 : Critères essentiels :

Les offres techniques seront notées en fonction des dix (10) critères essentiels ci-après :

- d. Personnel d'encadrement de l'Entreprise sur trois (03) critères ;**

- e. Le Matériel de chantier à mobiliser sur **cinq (05)** critères ;
- f. Références de l'Entreprise sur **deux (02)** critères.

18. Durée de validité des offres :

Les soumissionnaires seront engagés par leurs offres pendant une période de quatre-vingt-dix (90) jours à compter de la date limite fixée pour le dépôt des offres

19. Attribution du marché :

Le marché sera attribué au soumissionnaire présentant l'offre évaluée la moins disant et remplissant les critères administratifs, techniques et financiers requis.

Il peut être attribué plusieurs lots (préciser le nombre de lots en lettre et en chiffre dont un soumissionnaire peut être adjudicataire) lot (s) par soumissionnaire au titre de cet Appel d'Offres.

20. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus dans les services de l'Autorité Contractante, notamment à la **Mairie de Bamenda III**, situé à Mile IV Nkwen.

Fait à Bamenda 3^e, le

03 FEB 2022

Le Maire de la commune de Bamenda III
Autorité Contractante



FONGU Cletus TANWF

Copie :

- MINMAP
- ARMP ;
- Maître d'Ouvrage
- Président CPM ;
- Affichage.

Document No. 2: General Regulations of the Invitation to Tender

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- Article4 : Candidates eligible to tender.
- Article5 :Materials, tools, supply, equipment and authorized services.
- Article6 :Qualification of the bidder.
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B. Tender Document.

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Article34	: Award of contract.
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General Regulations of the invitation to tender

A. General

Article 1: Scope of offer

The Mayor of Bamenda III council, contracting authority, launches on behalf of the Republic of Cameroon, an open national invitation to tender **FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION - NTAMUCHE AVERAGE WIDTH 8M, LENGHT= 1.1KM IN BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGIONBY EMERGENCY PROCEDURE.** The bidders retained, must complete the works within the required period as indicated in the specific rules of the tender document(SRTD), except there is a contrary stipulation in the special administrative document, thatstarts from the date of notification of the service order to start works or of that indicated in the service order.

1.1. The word « Day » in this tender document, signifies a calendar day.

Article 2: Financing

The source of funding of works in this tender document have been indicated in the (SRTD).

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and their contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle, the Contracting Authority:

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

- i. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii. is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii. "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
- 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;
- v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

- b. The Contracting Authority shall 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 in the award of this contract.

3.2 The Minister Delegate at the Presidency of the Republic 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, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the invitation to tender is addressed to all suppliers, 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 shall be judged to be in a situation of conflict of interest if he:

- i) is 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 bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- iii) The project owner is not a shareholder of any bidder so as to compromise the process of award of the contract.

(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 or indirect supervisory authority of the Contracting Authority.

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

5.1 All 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 the clause 5.1, the term "supplies" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.

- 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 bidder

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

- (a) Submit a power of attorney making the signatory of the bid bound by the offer; and
- (b) furnish all the information (to complete or update the 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; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders 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 and recent turnover;
- (ii) access to a credit line or availability of other financial resources;
- (iii) orders acquired and contracts awarded;
- (iv) pending litigations; and
- (v) Availability of indispensable equipment.

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

- a. The bids 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 is binding on all members of the group;
- c. The nature of the group (*joint or several*) 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 shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.
- e. In 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 it is several co-contracting.

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.

6.4 Bidders seeking to benefit from a margin of preference must furnish all the information required to prove that they meet the eligibility criteria described in article 35 of the General Regulations.

Article 7: Visit of the work site

- 7.1. The bidder is advised to visit and inspect the site of works and its surroundings and to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the work execution. The costs related to the visit of the site are the responsibility of the Bidder.
- 7.2. the Contracting Authority is obliged to authorize the Bidder who so requests and his employees or agents to enter his premises and grounds for the purpose of the said visit, but only on the express condition that the Bidder, its employees and agents release the Owner, his employees and agents from any liability that may result and compensate them if necessary, and that he remains responsible for fatal or personal accidents, loss or damage to property, costs and expenses incurred as a result of this visit.
- 7.3. The Contracting Authority may organize a visit to the site of works at the time of the preparatory meeting for the preparation of the bids mentioned in article 19 of the GRIT.

B. Tender File

Article 8: Content of Tender File

- 8.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the addenda published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The tender notice in English and French signed by the Contracting Authority
Document No. 2	The General Regulations of the invitation to tender which has model clauses that are not to be modified;
Document No. 3	The Special Regulations of the invitation to tender containing provisions of documents No. 2 which should be completed or specified within the context of the invitation to tender concerned
Document No. 4	The Special Administrative Conditions which deal with the execution of the contract and the related payments;
Document No. 5	The technical specification
Document No. 6	The framework of Unit Price Schedule;
Document No. 7	The framework of bill of Quantities and cost estimates
Document No. 8	Framework of breakdown of unit price;
Document No. 9	Draft contract; a. The planning of execution b. Model form for presentation of equipment, personnel, and references; c. Model of tender letter; d. Model of tender bond; e. Model of final bond; f. Model of start-up advance; g. Model of retention guarantee bond

Document No. 10	Models to be used by bidders;
Document No. 11	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

- 8.2** 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 a bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his bid.

Article 9: Clarifications on the Tender File

- 9.1** Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (telecopy or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Contracting Authority 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 the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.
- 9.2** Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Contracting Authority.
- 9.3** The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.
It must reach the Contracting Authority not later than fourteen (14) days before the opening of bids.
- 9.4** The Contracting Authority 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 10: Amendment of the Tender File

- 10.1** The Contracting Authority may at any moment prior to the deadline for the submission of offers and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.
- 10.2** Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Contracting Authority.
- 10.3** In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 23.3 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 11: Tender fees

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

b. Volume 2: Technical bid

B.1 Information on qualifications

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

B.2 Technical proposals

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

- A detailed description of the technical characteristics, performance, makes, 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 initialled copies of administrative and technical documents relating to the contract, namely:

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

c. Volume 3: Financial bid

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of Unit Prices;
3. The duly filled detailed estimate;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The previewed paymentschedule in case:

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 17(2) of the General Regulations of invitation to tender concerning the other possible forms of bid bond.

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

Article 14: Amount of the bids

- 14.1** The general model conditions of prices shall be governed by rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce at the date of specified in the Special Regulations.
- 14.2** The bidder shall fill Prices as required in the model of price schedules furnished in annex.
- 14.3.** Except as otherwise provided in the General Regulations and Special Regulations, all rights and taxes payable by the Bidder under the future Contract, or otherwise, thirty (30) days prior to the deadline for submission of bids will be included in the price and in the total amount of its offer.
- 14.4.** If the price revision and / or discounting clauses are provided for in the contract, the date of establishment of the initial prices, as well as the procedures for revising and / or updating said prices must be specified. It being understood that any Contract whose execution period is not more than one (1) year cannot be subject to a price revision.
- 14.5.** All unit prices with quantities must be justified by sub-details established in accordance with the framework proposed in Exhibit THE TENDER FILE.

Article 15: Currency of bid

15.1. In the case of International Competitive Bids, the currencies of the bid must follow the provisions of either Option A or Option B below; the applicable option being that used in the Special Regulations.

15.2. Option A: The bid amount is denominated entirely in national currency. The bid price, the unit price of the price schedule and the estimated and quantitative retail prices are denominated entirely in CFA francs as follows:

a). Prices will be fully denominated in the national currency. The tenderer who intends to incur expenses in other currencies for carrying out the Works, shall indicate in the Annex to the tender the percentage or percentages of the amount of the tender necessary to cover the needs in foreign currencies, not exceeding a maximum of three currencies. Member countries of the market financing institution.

b). The exchange rates used by the Bidder to convert its bid into the national currency will be specified by the bidder as an appendix to the bid in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange risk is borne by the successful Bidder.

15.3. Option B: The bid amount is directly denominated in national and foreign currencies at the rates set out in the Special Regulations.

The bidder will quote the unit prices of the price schedule and the prices of the Quantitative and Estimated Detail as follows:

a). The prices of the inputs required for the Works that the Bidder intends to obtain in the country of the contracting authority shall be expressed in the currency of the country of the contracting authority specified in the Special Regulations and called "national currency".

b). The prices of the inputs required for the Works that the bidder intends to procure outside the country of the Contracting Authority shall be in the currency of the country of the bidders or that of an eligible Member State widely used in international trade.

15.4. The contracting authority may require bidders to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total prices, and indicated in the annex to the tender, are reasonable; for this purpose, a detailed statement of its requirements in foreign currencies will be provided by the bidders.

15.5. During the execution of the works, most foreign currencies remaining to be paid on the contract price may be reviewed by agreement between the contracting authority and the contractor to take account of any changes in requirements. in foreign currency under the contract.

Article 16: Validity of bids

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.

16.2 Under exceptional circumstances, the Contracting Authority 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 bid without losing his bid bond.

A bidder who consents to an extension shall not be asked to modify his bid nor be authorised to do so.

- 16.3** 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 amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority shall address to bidders.

The Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of 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 17: Bid bond

- 17.1** In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.
- 17.2** The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.
- 17.3** Any bid without an acceptable bid bond shall be rejected by the Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should mention each member of the associated grouping.
- 17.4** The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5** The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6** The bid bond may be seized:

a) If the bidder:

- i) withdraws his bid during the time-limit which he specified in his bid;
- ii) Does not accept the correction of errors in application of article 30(4) of the General Regulations; or

b) If the bidder retained:

- i) Defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or
- ii) Defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

Article 18: Variant proposals from bidders

- 18.1.** Where the work can be performed in variable turnaround times, the special Regulations will specify these times, and indicate the method used to assess the Bidder's proposed completion time within the specified time frame. Bids offering deadlines beyond those specified will be considered non-compliant.
- 18.2.** Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first encrypt the basic solution of the contracting authority

as described in the Tender Documents, and provide in addition, all the information that the developer needs to complete the evaluation of the proposed variant, including plans, calculation notes, technical specifications, price sub-details and proposed construction methods, and all other useful details. The developer will only examine the technical variants, if any, of the bidders whose bid in accordance with the basic solution has been evaluated as the lowest bidder.

- 18.3.** When bidders are permitted, subject to the special Regulations, to submit technical variants directly for certain parts of the work, these parts of the work must be described in the Technical Specifications. Such variants will be evaluated according to their merit in accordance with the provisions of Article 32.2 (g) of the general Regulations.

Article 19: Preparatory meeting for the preparation of bids

- 19.1.** Unless the special Regulations provides otherwise, the Bidder may be invited to attend a preparatory meeting to be held at the place and date indicated in the special Regulations.
- 19.2.** The purpose of the preparatory meeting will be to provide clarification and answers to any questions that may be raised at this stage.
- 19.3.** The Bidder is requested, as far as possible, to submit any questions in writing so that it reaches the project owner at least one week before the preparatory meeting. The project owner may not be able to answer questions received too late during the meeting. In this case, questions and answers will be sent according to the terms of Article 19.4 below.
- 19.4.** The minutes of the meeting, including the text of the questions asked and answers given, including responses prepared after the meeting, will be sent without delay to all those who have purchased the Tender Documents. Any modification of the tender documents listed in Article 8 of the General Agreement that may be necessary at the end of the preparatory meeting will be made by the Contracting Authority by issuing an addendum in accordance with the provisions of Article 10 of the general Regulations, the minutes of the preparatory meeting cannot take place.
- 19.5.** The fact that a bidder does not attend the pre-bid meeting will not be grounds for disqualification.

Article 20: Form and signature of the bid

- 20.1** 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.
- 20.2** The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be.
All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3** The bid shall bear no modification, suppression or alteration, unless such corrections are initialled by the signatory (ies) of the offer.

D. Submission of bids

Article 21: Sealing and marking of bids

- 21.1** The bidder shall place the original and each of the copies of the bid 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 and which provides no indication on the identity of the bidder.
- 21.2** The external and internal envelopes:
- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

- 21.3** The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is not opened.
- 21.4** If the external envelopes are not sealed and marked as indicated in article 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 22: Date and time limit for submission of bids

- 22.1** The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations of the invitation to tender.
- 22.2** The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

- 24.1** A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of bids. The said notification must be signed by an authorised 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 "**REPLACEMENT BID**" or "**MODIFICATION**".
- 24.2** 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 whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.

24.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in single or two phases 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. A single phase opening shall be appropriate where the qualification criteria are easily applicable.

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid 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 bid substituted for the preceding one which will be sent to the bidder concerned unopened.

The replacement of a bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed only if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated

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

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

- 25.5** Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6** At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.
- 25.7** In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

- 26.1** No information relating to the examination, evaluation, comparison of bids 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.
- 26.2** Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in his award decision may cause the rejection of his bid.
- 26.3** Notwithstanding the provisions of article 26(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

Article 27: Clarifications on the bids and contact with the Contracting Authority

- 27.1** To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.
- 27.2** Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Conformity of bids

28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

28.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission 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 Contracting Authority or the obligations of the bidder in relation to the contract; or
- c. Whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed to the Tender File?

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.

28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the bid 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 30: Correction of errors

30.1 The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee 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 Evaluation sub-committee, 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.
- c) 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;

30.2. The amount in the Submission will be corrected by the Subcommittee of Analysis in accordance with the aforementioned error correction procedure and, with the Bidder's confirmation, said amount will be deemed to be binding.

30.3. If the Bidder submitting the lowest evaluated bid fails to accept the corrections made, the bid will be rejected and the bid secured.

Article 31: Conversion into a single currency

- 31.1** To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices expressed in various currencies into an amount in which the bid is payable in CFA francs.
- 31.2** The conversion shall be done using the current exchange rate set by BEAC in force at the deadline for submission of bids under the conditions set in the Special Regulations.

Article 32: Financial evaluation of bids

- 32.1** The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 30, 31 and 32 of the General Regulations.
- 32.2** For this evaluation the Evaluation sub-committee shall consider the following elements:
- a) the bid price, indicated according to the provisions of article 30.2 of the General Regulations;
 - b) adjustments made on the price to correct the arithmetical errors in application of article 32(3) of the General Regulations;
 - c) adjustments made on the price as a result of rebates offered in application of paragraph 31.2 of the General Conditions;
 - d) By appropriately adjusting, on a technical or financial basis, any other modification, divergence or quantifiable reserve;
 - e) Taking into consideration the different lead times proposed by the bidders, if they are authorized by the special Regulations;
 - f) If applicable, in accordance with the provisions of Article 13.2 of the General Regulations and special Regulations, applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is issued simultaneously for several lots.
 - g) Where applicable, in accordance with the provisions of section 18.3 of the special Regulations and the Technical Specifications, the proposed technical variants, if permitted, will be evaluated according to their merit and regardless of whether or not the Bidder will have bid for the award. Technical solution specified by the Owner in the RPAO.
- 32.3.** The estimated effect of the price revision formulas in the "CCAGs" and "CCAPs", applied during the period of performance of the Contract, will not be taken into account in the evaluation of the tenders.
- 32.4.** If the lowest evaluated bid is found to be abnormally low or is significantly out of balance with the Owner's estimate of the work to be performed under the Contract, the commission may from the price sub-detail provided by the bidder for any element, or for all elements of the Quantitative and Estimated Detail, check whether these prices are compatible with the construction methods and the proposed schedule. In the event that the evidence submitted by the bidder does not seem satisfactory to him, the Employer may reject the tender after the technical opinion of the Public Contracts Regulation board.

Article 33: Margin of preference

If this provision is mentioned in the Special Regulations, national businesspersons may benefit from a national preference margin as provided for in the Public Contracts Code for reasons of evaluation of the bids.

F. Award of the contract

Article 34: Award of the contract

- 34.1** The Contracting 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 bid was evaluated as the lowest by including, where necessary, proposed rebates.
- 34.2** 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 situation at the time of award.
- 34.3** Any award of Works contracts shall be made to the Bidder fulfilling the technical and financial capacities required as a result of the evaluation criteria and presenting the bid evaluated as the lowest bidder.

Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the 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 36: Notification of the award of the contract

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Contracting Authority will pay the supplier to execute the contract and the execution time-limit.

Article 37: Publication of results of award and petitions

- 37.1** The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.
- 37.2** The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 37.3** After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 37.4** In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, to the head of structure to which is attached the Tenders Board concerned and the chairperson of the said Tenders Board.

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

Article 38: Signing of the contract

- 38.1** After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialised Contracts Control Board, where need be) for approval.
- 38.2** The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 38.3** The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

- 39.1** Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond to guarantee the full execution of the services in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 39.2** The bond may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3** Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a first rate financial institution approved in accordance with the instruments in force.
- 39.4** Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

Article 40: Right to modify quantities during the award of the contract

During the award of the contract, the Contracting Authority 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.

Document No. 3:
**Special Regulations of the invitation to
tender**

Special Regulations of the invitation to tender

The following information and data concerning the acquisition of supplies should supplement or specify in the clauses of the General Regulations of the invitation to tender. In case of divergence, the following provisions will prevail over the articles of the General Regulations.

General						
1.1	Definition of Works: As part of the campaign on the Communal Road Network, the MAYOR OF BAMENDA III COUNCIL, contracting authority, launches an Open National Invitation to Tender for THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION -NTAMUCHE AVERAGE WIDTH 8M, LENGHT= 1.1KM IN BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION By Emergency Procedure					
	The works are distributed in a batch according to the itinerary or the itineraries hereafter:					
	LOT	Stretch of road	Council concerned	Road nomenclature	Distance (Km)	Previewed Budget (TTC)
	1	COUNCIL JUNCTION-NTAMUCHE	BAMENDA III	CR	1.1	100 000 000
				TOTAL	1.1	100 000 000
	These works comprise the following descriptions: SERIE 100: PRELIMINARY WORKS • 101 Site installation and works execution programme SERIE 200: EARTH WORKS • 201 Shaping of the road with cleaning of gutters and off-shoots SERIE 300: FOUNDATION AND BASE LAYERS • 301 Foundation layer with selected laterite soil from borrow pit; • 302 Base layer with improved with cement selected laterite soil from borrow pit; • 303 Bitumen layer for protection of the base layer; • 304 Three coats surface dressing for the run-way; SERIE 400: OTHERS NETWORK • 401 Displacement of the SNEC, SONEL, and CAMTEL networks					
1.2	<u>PERIOD OF EXECUTION:</u> The entire period of execution of these Works is 4 (FOUR) calendar months . This duration starts as of the date of notification of the service order to start Works.					
2.1	<u>FUNDING:</u> The Works on This tender are funded by the budget of the Ministry of Decentralisation and Local Development (MINDDEVEL), through the PIB 2022 financial year. The previewed cost of the entire works of this Open National Invitation to tender is: 100 000 000 (one hundred million) FCFA all taxes included					
6.1	<u>MAIN CRITERIA OF EVALUATION OF THE BIDS:</u> -1- : <u>ELIMINATORY CRITERIA:</u> a) -Deadline for delivery higher than prescribed;					

	b) -False declaration or falsified documents; c) insufficient bid bond; not corrected after 48hrs of opening time d) -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder; e) -Incomplete financial file; f) Omission of a unit price in the financial bid; g) -Change of quantity or unit; h) -Non respect of (75%) of essential criteria; 15-2: essential criteria: The technical bids will be evaluated according to the following ten (10) main criteria: g. Key personnel of the enterprise on three (03) criteria; h. The site equipment to be mobilized on five (05) criteria; i. The Enterprise references on two (02) criteria.
12	BIDS language (s): French or English <u>Preparation of BIDS</u> The list of documents referred to in Article 13 of the General Regulations should be completed, grouped into three volumes respectively inserted in inner envelopes and detailed as follows: Volume 1: Documents constituting the administrative file 1.1. The original of the provisional bond (for each lot applied for) of the amount as specified in the Tender Notice (Exhibit 1 of the CAD), and a period of validity of 120 days to count the initial date of submission of tenders; 1.2. The original of the TAX CLEARANCE certificate; 1.3. The original of the certificate of non-bankruptcy issued by the Registry of the Court of First Instance of the domicile; 1.4. The original of the certificate of non-exclusion of public contracts issued by the Agency of Regulation of Public Contracts (ARMP). 1.5. The original of the certificate signed by the Director of the National Social Security Fund, or one of his duly authorized representatives, certifying that he has actually paid into the fund the sums of which he is indebted and specifying the purpose of the tender and the number of the Invitation to tender; 1.6. The original of the bidder's direct debit statement to which the market will be domiciled in case of attribution. It must be issued by a Bank approved by the Minister in charge of Finance; 1.7. The original of the receipt of payment to the Bamenda III Municipal Treasury of the costs of acquisition of the Tender File and the certificate of withdrawal of Bidding Documents. 1.8. Powers conforming to the template (Exhibit 9.10) in the case where the tenderer acts as agent for a group of companies; 1.9. The grouping agreement signed between the members of the grouping certifying that all the members of this grouping are jointly and severally liable for the tender and if it is retained, for the performance of the contract (see model 9.11);

- 1.10. The Supplementary Regulations of the Call for Tenders initialled on each page signed on the last page;
- 1.11. Guarantee models initialled on each page;
- 1.12. The Market Project Template initialled on each page and signed on the last page;
- 1.13. The model of initialled domicile election;
- 1.14. The TECHNICAL SPECIFICATION initialled on each page and signed on the last page.

These administrative documents are valid for three (03) months. The deadline for the validity of the above administrative documents must be later than the date of the launch of the Invitation to Tender in accordance with Article 90.3 of the Decree 2018/366 of June 20, 2018 relating to the Code des Marches Publics. In the case of a group of companies, each member of the group will produce each of the administrative documents listed above with the exception of 1.1, 1.6 to 1.14.

Volume 2: Parts constituting the technical offer

- 2.1 Site visit; the bidder will produce the following two documents:
 - The certificate of visit of the premises following the model (Exhibit 9.4) dated, sealed and signed on the honour by the tenderer (this Certification as well as the whole offer commits the tenderer who cannot claim the non-knowledge of the site for possible claims);
- 2.2 The site visit report, initialled to each and signed on the last page by the bidder. This report must be documented and illustrative.
- 2.3 The declaration of honour certifying that the tenderer has not abandoned a contract during the last three years, and that he does not appear on the list of failing companies established by the Ministry of Public Procurement;
- 2.4 Personnel

The CONTRACTOR must have, or have undertaken to hire, before the beginning of the works and for the duration of the work, the necessary technical personnel necessary, namely:

- A Work DIRECTOR

One (01) Work Supervisor, minimum level Civil Engineer, with at least TEN (10) years of experience in the field of road works, with at least THREE (03) projects carried out at this position (join curriculum) vitae signed by the candidates, a certified copy of the highest diploma signed by the Administrative Authority, a certificate of presentation of the original diploma, and a certificate of availability signed by the candidate); THE ATTESTATION OF INSCRIPTION IN THE NATIONAL ORDER OF CIVIL ENGINEER

- A SITE FOREMAN

One (01) Site Manager, minimum level SENIOR Technical Civil Engineer, with at least THREE (03) years of experience in the field of road works, with at least one (01) project carried out at this position (join curriculum vitae signed by the candidates, a certified copy of the highest degree signed by the Administrative Authority, a certificate of presentation of the original diploma, as well as a

certificate of availability signed by the candidate);

NB: Proposed personnel will only be considered at appraisal if the required supporting documentation, less than three months old, is provided and signed.

2.4 equipment

The company will have to justify the ownership **OF AT LEAST A GRADER, A TIPPER AND A COMPACTOR AND 4WD VEHICLE FOR SUPERVISION**, and condition of the equipment needed to perform the work. Evidence of the equipment is the certified photocopies of the gray cards legalized by the competent departments of the Ministry of Transport or the certified photocopies of customs clearance certificates dated less than three months before the deadline for submission of bids for the rolling stock, and certified photocopies of invoices for other materials.

In case of rental, enclose a copy of the rental agreement and the certified true copies of the documents proving that the party renting the equipment owns it, with the exception of MATGENIE. These documents must be less than three months old at the deadline for submission of tenders. The list of minimum equipment to provide is as follows:

• Materials to be supplied on own or rented:

- One (01) pick-up truck vehicle;
- Two (02) Chainsaws;
- One (01) pharmacy box;
- Small equipment (at least 20 machetes, 5 spades, 5 round shovels, 5 wheelbarrows, 20 pairs of gangs).

2.5 Co-contractor's references for the last ten years (2008-2017) (attach the first and last pages of the registered contracts and the minutes of receipt or certificate of performance).

These references (at least Three (03) must demonstrate that the BIDDER has completed, during the last ten years, 2008-2017, furrowing or road construction or road rehabilitation or road opening or road construction contracts. Road or road maintenance or any other road works.

2.6 Organization, methodology and planning:

The BIDDER must present in his tender, on pain of elimination, a technical note showing his understanding of the planned operations and a schedule of work organization.

2.7 List of ongoing projects with their execution rate.

Volume 3: Parts constituting the financial offer

3.1 A stamped paper submission, as per the attached template (Exhibit 10.1), signed and dated;

	3.2 The price schedule (Exhibit 6) according to the model and indicating the prices excluding VAT in figures and in letters, filled in a legible manner; 3.3 The quantitative and estimated detail of the work (Exhibit 7); 3.4 The price details (Exhibit 9.9). And the decomposition of fixed prices and construction costs. NB: All the pieces of the initialled financial offer, in addition to the last pages must be signed, sealed and dated.
	Price and tender currency
14.4	Market prices are firm and non-revisable.
15.2	The amount of the bid is denominated entirely in national currency (CFA franc).
	Preparation and submission of BIDS
16.1	Period of validity of tenders: (a) BIDDERS remain bound by their offer for a period of ninety (90) days from the closing date for the submission of tenders, during which time the Contracting Authority will notify the firms selected (b) In exceptional circumstances, before the expiry of the initial period of validity of tenders, the Contracting Authority may request bidders to extend the period of validity for an additional period of time. The request and answers must be in writing. A Bidder may refuse to extend the validity of its bid without losing the bid bond. The Bidder who agrees to extend the period of validity of its bid may not modify its bid, but must extend the period of validity of the Bid Deposit accordingly, in accordance with the provisions of Article 17 of the General Agreement.
17.1	Amount of the bid bond: 1) Pursuant to Article 6 of the RPAO, the Bidder will provide, a bid bond, the amount specified in the Tender Notice, which will form an integral part of its bid. 2) The bid bond will conform to the template presented in the Tender Documents. The Submission Security will remain valid for thirty (30) days beyond the original initial date of validity of the offers, or any new expiry date requested by the Employer and accepted by the Bidder, in accordance with the provisions of Article 16.2 of the SPECIAL REGULATION. 3) Any bid not accompanied by an acceptable Bid Deposit will be rejected by the relevant Ministerial Procurement Commission as non-compliant. The Bid Deposit of a group of companies must be established in the name of a member of the group submitting the bid. 4) Bid Cautions and bids from unsuccessful bidders will be returned within fifteen (15) days after the publication of the result of the award, with the exception of the copy intended for the organization responsible for the regulation of public markets. Tenders not withdrawn within this period are destroyed, without there being grounds for complaint. 5) The Bid Deposit of the successful tenderer will be released as soon as the latter has signed the contract and provided the required Final Bond. 6) The Submission Security may be seized: (a) if the Bidder withdraws its bid during the period of validity, except in the case referred to in Article 24.2 of the RGAO (b) if, within the time limits provided for in Article 37 of the GMA, the successful tenderer fails to: i. to sign the contract, or ii. to provide the required Final Bond.
	Number of copies of the offer that must be completed and submitted:

21.2	1) The Bidder shall prepare an original of the documents constituting the offer in one (01) copy (for each of the three volumes) clearly marked "ORIGINAL". In addition, the Bidder will submit six (06) copies (for each of the three volumes) marked "COPY". In the event of any discrepancy between the original and the copies, the original will prevail. 2) The submission of tenders must take into account the principle of separation of administrative documents (volume 1) from the technical tender (volume 2) and the financial tender (volume 3). Address of the Owner to use for sending the offers: The tenders will be deposited against receipt under closed envelopes, in the services of the Client, in particular to the Conference hall of Bamenda III Council located at Mile IV Nkwen. Tenders must bear the following words: « « OPEN NATIONAL INVITATION TO TENDER N° 001/NWR/ONIT/BIIIC/BIIICITB/2022 OF03/02/2022 FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION -NTAMUCHE AVERAGE WIDTH 8M, LENGTH= 1.1KM IN BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION By Emergency Procedure. FUNDING: 2022 PIB To be opened only during the bid-opening session ».
22.1	Deadline for submission of tenders: Tenders will be submitted by 24/02/2022 at 10:00 a.m.
	Place, date and time of the opening of the BIDS: The opening of tenders will take place on 24/02/2022 as early as 11:00 a.m. in the meeting room of the Bamenda III Council Internal Tender's Board at Bamenda III Council. All bidders may attend this opening session or be represented by a single duly mandated person (even in case of consortium) of their choice with a perfect knowledge of the file.
	Evaluation and comparison of offers
31.2	Currency retained for conversion into a single currency: CFA franc Source of exchange rate: The Bank of Central African States (BEAC).
	1) Before conducting the detailed evaluation of the tenders, the Ministerial Procurement Commission will verify that each tender essentially conforms to the conditions set out in the Tender Documents. 2) A bid that is substantially in line with the Tender File is an offer that meets all the terms, conditions, and specifications of the Bidding Documents, without any significant discrepancies or reservations. A major divergence or reservation is that which: (i) significantly affect the scope, quality or performance of the Work; (ii) substantially limits, in contradiction with the Tender Documents, the Owner's rights or the Administration's obligations under the Contract; or (iii) is such that its correction would unfairly affect the competitiveness of the other bidders who submitted bids substantially in line with the Bidding Documents. 3) The Tenders Board will determine whether the offer is substantially in line

	with the provisions of the Bidding Documents based on its content without the use of intrinsic evidence. 4) If a bid is not substantially compliant, it will be rejected by the Ministerial Procurement Commission and cannot subsequently be brought into compliance. 5) At the end of the opening of bids in a time, the copies of tenders received and initialled are entrusted to an analysis sub-commission for detailed evaluation of bids according to the following three stages: • 1st stage: Examination of the conformity of administrative documents (Volume 1) Under penalty of disposal, the Administrative File must be complete and contain all the authentic and conforming documents listed in Article 13 of this RPAO. All required documents must be dated within three (03) months of the bid submission deadline and must conform to the templates. Any false declaration or presentation of falsified document are reasons for rejection of the offer with prejudice of any criminal prosecution. Only tenders presenting a compliant administrative file will be evaluated technically. • 2nd step: Evaluation of the technical offer (Volume 2). Each bid to be declared technically compliant must have met all the eliminatory criteria and obtained 07 out of 10 sub-criteria evaluated in accordance with section 6.1 of the RPAO. • 3rd step: Evaluation of the financial offer (Volume 3) Only tenders submitted by tenderers following the evaluation of the technical offers will be evaluated financially. In evaluating the offers, it is determined for each offer the "evaluated amount" of the offer by correcting its proposed amount as follows: The amount in the tender is corrected in accordance with the procedure detailed in Article 30 of the RGAO concerning the correction of errors; Proposed prices for items where quantities are not anticipated will not be part of the contract.
	AWARD OF CONTRACT
	The contract will be awarded to the tenderer submitting the lowest evaluated bid, according to the case, fulfilling the required administrative, technical and financial criteria. It cannot be awarded more than _____ lot (s) per BIDDER under this Invitation to Tender.
	Final guarantee
	The final guarantee BOND will guarantee the complete execution of the work and will be constituted according to the model annexed to this DAO, within a period of twenty (20) days from the date of notification of the contract. The provisional guarantee of submission is returned as soon as this final bond is established.

	Its amount is set at three percent (3%) of the amount inclusive of all taxes of the market. The final guarantee may be replaced by a personal and joint guarantee of a first-rate banking institution located in Cameroon and approved by the Minister in charge of Finance. At the end of the work, the final bond will be returned, or the bank surety the released replacement, upon written request from the other party.
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**Document No. 4:
Special Administrative Conditions
(SAC)**

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Chapter I General

Article 1: Subject of tender

The **Mayor of Bamenda III Council**, contracting authority, launches on behalf of the Republic of Cameroon, an Open National Invitation to Tender for **THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION -NTAMUCHE AVERAGE WIDTH 8M, LENGTH= 1.1KM IN BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE.**

LOT	Stretch of road	Council concerned	Road nomenclature	Distance (Km)	Previewed Budget (TTC)	Duration (months)
1	COUNCIL JUNCTION-NTAMUCHE	BAMENDA III	CR	1.1	100 000 000	4
	TOTAL			1.1	100 000 000	4

Article 2: Award procedure

This contract shall be awarded through OPEN NATIONAL INVITATION TO TENDER N° 001/ONIT/NWR/BIIIC/BIIICITB/BIIISD/2022OF 03/02/2022 **FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION -NTAMUCHE AVERAGE WIDTH 8M, LENGTH= 1.1KM IN BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE.**

Article 3: Definitions and duties

1 General definitions:

- The Contracting Authority shall be **the Mayor of Bamenda III Council**, He is the signatory and ensures the proper functioning. He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect,
- The Project owner shall be the **Mayor of Bamenda III Council**,
- The Contract Manager shall be the **CDO of Bamenda III Council**, hereinafter referred to as the Contract Manager; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be the **Divisional Delegate OF Public Works for Mezam**, hereinafter referred to as the Engineer.
- The Project Manager shall be the **Chief of Technical Service Public Works for Mezam**, hereinafter referred to as the Project Manager; He ensures the respect of the technical conditions and contractual time-limits.
- The authority in charge with the external control of the execution of the contract shall be, **the Divisional Delegate of Public Contracts MEZAM**,
- The Accountant in charge with the payments is the **Municipal Treasurer of Bamenda III Council**;
- The contractor is _____,

- The competent tender's board is the Bamenda III Council Internal Tender's Board.

3.1: - SECURITY

The collateral is subject to the rules applicable in this matter to government procurement, including Article 150 of Decree No. 2018/366 of 20 June 2018 on the PUBLIC CONTRACT CODE.

With a view to applying the system of collateral instituted by the abovementioned decree, are defined as:

- Authorizing authority: **The Mayor of Bamenda III Council;**
- Authority responsible for the liquidation of expenses for monthly accounts: **The Mayor of Bamenda III Council;**
- The paying agency is the **Municipal Treasury of Bamenda III Council;**
- Officials competent to provide the information listed in Article 79 of the aforementioned decree: **The Mayor OF Bamenda III Council;**

The collateral is subject to the rules applicable in this matter to public CONTRACT CODE of the State.

3.3: - RESPONSIBILITIES OF THE PROJECT ENGINEER

The Project ENGINEER is responsible for having the work EXECUTED satisfactorily in accordance with the contractual provisions and the TECHNICAL SPECIFICATIONS of the WORKS.

It may not relieve the contractor of any of its contractual obligations, nor (except as expressly stipulated below) order any work likely to delay the execution of the works or to provoke an additional payment by the Contracting Authority, nor order any significant modification to the work to be performed. The Project ENGINEER is competent to prepare and sign technical service orders.

At the request of the CONTRACTOR or the Project ENGINEER contradictory findings may be made to fix the quantities of certain works. Such contradictory findings will be made when a work may no longer be measurable.

Article 4: Language, applicable law and regulation (GAC supplemented)

1. The language to be used shall be *[English and/or French]*.
2. The CONTRACTOR shall be bound to observe the law, regulations and ordinances in force in the Republic of Cameroon and this both within his own organization and in the execution of the contract.

If in Cameroon 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

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

5.1 The CONTRACTOR's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) referred to above;

5.2 The contract contents the following:

- The Special Administrative Conditions (SAC);
- The Technical Specifications (TS);
- The particular elements necessary for the determination of the contract price, such as, in order of priority: the statement of all-in prices, detailed estimates,

- 5.3 The unit price schedule, /the breakdown of all-in prices and the sub-details of unit prices,
- 5.4 The tender file;
- 5.5 The updated and approved planning of works,
- 5.6 The approved execution plan
- 5.7 The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 033 of 13 February 2007;

Article 6: General instruments in force

This contract shall be governed by the following general instruments:

In the case that is not contrary to the provisions of this contract, the other party remains subject to the general texts hereafter:

- 6.1. *Law No. 92/007 of 14 August 1992 on the Labor Code;*
- 6.2. *Law No. 96/07 of 8 April 1996 on the protection of the modified road assets and supplemented by the laws n ° 98/011 of July 14, 1998 and 2004/021 of July 22, 2004;*
- 6.3. *Framework law N ° 096/12 of 05 August 1996 on a framework law on environmental management;*
- 6.4. *the law n ° 2000/10 of July 13th, 2000 fixing the organization and the modalities of the exercise of the profession of Engineer of the Civil Engineering;*
- 6.5. *Law No. 001 of 16 April 2001 on the Mining Code, and implemented by Decree No. 2002/048 / PM of 26 March 2002;*
- 6.6. *Law No. 2007/006 of 26 December 2007 on the Financial Regime of the State;*
- 6.7. *Law No. 2017/021 of 20 December 2017 on the Budget Law of the Republic of Cameroon for the 2018 Financial Year;*
- 6.8. *Ordinance N ° 2018/001 of 09 April 2018 amending and supplementing certain provisions of Law N ° 2017/021 of 20 December 2017 on the Finance Law of the Republic of Cameroon for the financial year 2018;*
- 6.9. *Ordinance N ° 2018/002 of 04 June 2018 amending and supplementing certain provisions of Law N ° 2017/021 of 20 December 2017 on the Finance Law of the Republic of Cameroon for the financial year 2018;*
- 6.10. *The Mining Code*
- 6.11. *Decree No. 2001/048 of 23 February 2001, on the organization and functioning of the Public Procurement Regulatory Agency (ARMP);*
- 6.12. *Decree No. 2003/651 / PM of 16 April 2003 laying down the procedures for the application of the tax and customs regime for Government Procurement;*
- 6.13. *Decree No. 2005/577 of 23 February 2005 laying down the procedures for carrying out environmental impact studies;*
- 6.14. *Decree No. 2008/376 of 12 November 2008 on the administrative organization of the Republic of Cameroon;*
- 6.15. *Decree No. 2011/408 of 9 December 2011 on the organization of the Government;*
- 6.16. *Decree N ° 2012/075 of the 08/03/2012 leading organization of the Ministry of Public Procurement;*
- 6.17. *Decree N ° 2012/076 of 08/03/2012 amending and supplementing certain provisions of Decree N ° 2001/048 of 23 February 2001 on the creation, organization and functioning of the Agency for the Regulation of Public Procurement;*
- 6.18. *Decree N ° 2013/271 of 05 August 2013 amending and supplementing certain provisions of Decree N ° 2012/074 of 08 March 2012 on the creation, organization and functioning of Procurement Commissions;*
- 6.19. *Decree No. 2013/334 of 13 September 2013 on the organization of the Ministry of Public Works;*
- 6.20. *Decree No. 2014/0611 / PM of 24 March 2014, setting the conditions for the recourse and application of labor-based approaches;*

- 6.21. Decree No. 2018/190 of March 02, 2018 amending and supplementing certain provisions of Decree No. 2011/408 of December 9, 2011 on the organization of the Government;
- 6.22. Decree No. 2018/1991 of 02 March 2018 on the redevelopment of the Government;
- 6.23. Decree No. 2018/366 of 20 June 2018 on the Public Procurement Code;
- 6.24. Law N ° 2004/017 of 22 July 2004 on the orientation of Decentralization;
- 6.25. Law N ° 2004/018 laying down the general rules applicable to the municipalities;
- 6.26. Order No. 093 / CAB / PM of 5 November 2002 fixing the amounts of the bid bond and the cost of purchasing the Bidding Documents;
- 6.27. Order No. 070 / MINEP of April 20, 2005 setting out the different categories of operations whose realization is subject to the environmental impact study;
- 6.28. Order No. 033 / CAB / PM of 13 February 2007 putting into effect the General Conditions of Contract (CCAG) applicable to public contracts;
- 6.29. Order No. 07 / MINTP of 16 October 2012, containing terms and conditions specifying the technical conditions and procedures for the exercise of powers transferred by the State to the Communes in the field of road maintenance work;
- 6.30. Circular No. 004 / CAB / PM of 30 December 2005 on the application of the Public Procurement Code;
- 6.31. Circular No. 003 / CAB / PM of 18 April 2008 on compliance with the rules governing the award, execution and control of public contracts;
- 6.32. Circular No. 002 / CAB / PM of 31 January 2011 on improving the performance of the Public Procurement system;
- 6.33. Circular No. 003 / CAB / PM of January 31, 2011 specifying how to manage changes in the economic conditions of public markets;
- 6.34. Circular No. 001 / CAB / PR of 19 June 2012 on the awarding and control of the execution of public contracts;
- 6.35. Circular N ° 001 / C / MINFI of January 2nd, 2018 concerning the execution of the financial laws, the follow-up and the control of the execution of the Budget of the State, the Enterprises and Public Institutions, the local authorities decentralized and other funded agencies for FY 2018;
- 6.36. Circular-letter No. 0005 / LC / MINMAP / CAB of July 3, 2018 specifying the transitional measures to be observed following the signature and publication of Decree No. 2018/366 of June 20, 2018 on the Public Procurement Code;
- 6.37. Letter No. 00908 / MINTP / DR dated 1997 from the Ministry of Public Works issuing guidelines for the consideration of environmental impacts in road maintenance;
- 6.38. The technical standards in force in Cameroon;
- 6.39. The directives in force at the Ministry of Public Works allocating roles among the various stakeholders for the ongoing road maintenance campaign with the Owner;
- 6.40. The French CCTG, in particular its preamble and fascicles 1, 2, 4, 7, 23, 24, 25, 27, 29, 30, 31, 50, 56, 61, 62, 63, 65-A, 66, 68, 70 as well as French standards (in the absence of Cameroonian standards) and the technical opinions of the French technical network;
- 6.41. The national collective agreement for construction, public works and related activities of December 10, 2013.

Article 7:Communication

7.1 THE CONTRACTOR DOMICILIATION

The CONTRACTOR is required to take up residence near the place of work and to make known the address of this domicile to the CONTRACT MANAGER.

Failure by him to have fulfilled this obligation within fifteen (15) days from the date of notification of the Order of Service to begin the work, all notifications related to the contract will be valid when they have been made at the COUNCIL OF THE RESIDENT OF THE CONTRACT ENGINEER

After the provisional acceptance of the works, the CONTRACTOR is released from the aforementioned obligation. In this case, any notification will then be validly made to the registered office mentioned in the tender and listed on the cover page of this contract.

7.2 CORRESPONDENCE

All correspondence between the CONTRACTOR, the PROJECT OWNER, the CONTRACT MANAGER, the CONTRACT Engineer, the Project Manager, are exclusively made in writing.

They shall be sent by post, telegram, telex, telefax, E-mail or deposited against discharge at the addresses indicated by the parties.

In the event that the Client is the addressee, copies will be sent within the same time, to the Head of Service, the Engineer and the Project Manager.

The CONTRACTOR will send all written notices or correspondence to the Project Manager, with a copy to the CONTRACTMANAGER and to the CONTRACT Engineer.

Article 8: Administrative Orders

The various service order will be established and notified as follows

- 8.1** The Administrative Order to start execution of work shall be signed by the **CONTRACTING AUTHORITY and notified to the contractor by the contract Engineer** with copies to the contracting authority, Contract Manager, Project Manager and paying body.
- 8.2** Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Project owner and notified to the supplier by the contract manager with a copy to the Project Owner, contract engineer, Engineer, Project Manager and Paying Body. The prior endorsement of the Paying Body shall possibly be required for those with a financial incidence.
- 8.3** Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager (where applicable) and a copy to the Contracting Authority and Contract Manager.
- 8.4** Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Contracting Authority, Engineer and Project Manager.
- 8.5** Administrative Order for suspension or resumption of supplies for reasons of the weather shall be signed by the Contract Manager upon the proposal of the Project Owner after the opinion of the Engineer and notified to the supplier by the Engineer.
- 8.6** Administrative Orders prescribing works necessary to remedy disorders not within the remit of normal maintenance which could appear during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the supplier by the Contract Engineer.
- 8.7** The supplier shall address all written notifications or correspondences to the Project Manager and copied to the Contract Manager and Engineer

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

ARTICLE 9: - CONDITIONAL WRAPPING CONTRACT

9.1 The contract is not conditional; however, it should be stressed that task 1 on "clearing or weeding the roadside" should be subject to two or three passes (depending on the Regions),

Article 10: Supplier's equipment and staff

10.1 MATERIALS AND PERSONNEL TO BE SET UP

The contracting party will mobilize the equipment and personnel necessary for the execution of the works.

10.2 REPRESENTATIVE OF THE COCONTRACTOR

Within five (05) days from the date of notification of the service order to begin the work, the contractor must compulsorily designate his Site Engineer, who will have sufficient powers of representation and decision to direct the site.

This designation will be made by mail to the Project Manager with a copy to the Contract Manager, signed by the contractor and containing the specimen signature of the manager so designated.

Chapter II: Financial conditions

Article 11 Guarantees and securities

11.1 DEFINITIVE SECURITY

11.1.1 The final guarantee guaranteeing the execution of the work will be constituted within a period of twenty (20) days from the date of notification of the order of service of start of works. It will be kept by the Paying Organization.

The provisional guarantee of submission is returned to the other party as soon as this final bond is established

11.1.2 Its amount is fixed at Three Percent (3%) of the amount inclusive of all taxes of the market.

11.1.3 The final guarantee may be replaced by a personal and joint guarantee of a first-rate financial institution established in Cameroon and approved by the Minister in charge of Finance.

11.1.4 At the end of the work, the final bond will be returned, or the bank surety will be replaced, at the written request of the other party.

11.3 GUARANTEE OF STARTING ADVANCE

The start-up loan set in Article 20.1 of this SCC shall be 100% bonded by a financial institution established in Cameroon and approved by the Minister in charge of Finance.

Article 12: Amount of the contract

The amount of this contract as shown on the attached is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT, of the Value Added Tax (VAT).

Article 13: Place and method of payment

13.1 In return for the payments to be done by the Contracting Authority to the supplier under the conditions laid down in the contract, the supplier is bound by these provisions to execute the contract in accordance with the terms of the contract.

13.2 Payments shall be made into account No. _____ opened in the name of the supplier in _____ bank.

a. For payments in CFA francs either (amount in figures and letters exclusive of VAT), by credit to account No. _____ opened in _____ bank in the name of the supplier.

b. For payments in foreign currency, either (amount in figures and letters exclusive of VAT) be credit to account no. _____ opened in _____ bank in the name of the supplier.

Article 14: Price variation

14.1: CONSISTENCY OF PRICES

14.1.1 The prices of this contract include all the constraints imposed on the EXECUTION of the work as well as the local conditions that may affect their EXECUTION and cost.

14.1.2 Lump sum mileage prices include, in particular, labor, the supply of materials and materials, leasing, depreciation, operation and maintenance of equipment, personnel transportation costs, allowances, leasing and agreement of the local residents for the depositing of the products of weeding or removal and all things necessary for the good execution of the works.

14.1.3 These prices also include bonuses, insurance costs, including civil liability and construction site insurance, and social security charges due to various personnel and all local taxes and fees related to good signage of the building site.

14.1.4 Memorandum prices or for which quantities are not priced retail even though they appear in the Price Schedule and in the price sub-items of the initial offer, are not part of the contract.

14.1.5 Under no circumstances may the other party claim the insufficiency of information provided by the Administration to revert the price quoted or to claim compensation in the course of the contract.

14.2: BREAK DOWN PRICE

14.2.1 The Bidder has provided in its bid the sub-detail of each application price, established according to the rules in use, and detailing the amount per task.

14.3: VARIATION OF PRICES

Prices in this CONTRACT are firm.

Article 15: Price revision formulae

Not applicable

Article 16: Price updating formulae

Not applicable

Article 17: direct labour works

Not applicable

ARTICLE 18: - VALORIZATION OF WORK

This contract is at unit prices. The amount due is determined by multiplying the corresponding unit prices by the quantities of work EXECUTED and ASSESS.

ARTICLE 19: - VALORIZATION OF SUPPLIES

Not applicable.

ARTICLE 20: - ADVANCES

20.1 START-UP ADVANCE

20.1.1 In accordance with the regulations in force and at the express request of the other CONTRACTOR, a start-up advance of up to TWENTY PERCENT (20%) of the amount inclusive of VAT may be granted.

However, this request will be transmitted to the Owner only after notification of the service order to start the work.

20.1.2 The start-up advance shall be reimbursed by fifty percent (50%) of the work of each statement from the time the work performed exceeds forty percent (40%) of the contract price. It must be completed at the latest when the amount of the work reaches eighty percent (80%) of the contract value. In any case, the refund must be completed one (01) month before the expiry date of the contractual period.

20.1.3 As and when the advances are reimbursed, the CONTRACTING AUTHORITY shall give the hand-over of the corresponding deposit if the other party so requests.

Article 21: Payment of works

21.1 START-UP ADVANCE PAYMENT

After the eventual agreement of THE CONTRACT MANAGER to the start-up loan application referred to in article 20.1.1 above, the relevant statement, corresponding to the percentage granted, shall be drawn up by the contracting party and sent to the Project Manager, along with the equivalent BID bond.

21.2 ASSESSMENT THE WORK DONE

At the reception of the work of each pass, the contractor and the Project Manager shall establish a contradictory ASSESSMENT which summarizes the details of the executed work, which may give the right to payment.

21.3 BILLS

21.3.1 The payment of the BILLS of each pass is conditioned by the presentation of the approved execution PROGRAMME.

21.3.2 Only the VAT Exclude statement will be paid to the other party. The calculation of the amount of VAT will be borne by the PUBLIC WORKS Budget.

21.3.3 The Concession Holder will be compensated for the quantities actually executed. It will deliver in seven (07) copies, (01 stamped original and 06 copies), after the reception of the works of the considered pass, to the Project Manager, two drafts provisional BILLS (a BILL without taxes (HT) and a BILL OF the amount of the fees), establishing the total amount of the sums he can claim as a result of the EXECUTION of the contract.

21.3.4 The amount of the VAT bill is the sum of the amount of work determined on the basis of the quantities of the contradictory ASSESSMENT, to which are applied the prices of the list from which will be deducted:

- (i) the sums for the repayment of advances made to the contractor in accordance with article 20.1.2 of this SCC;
- ii) late penalties, possibly.

21.3.5 The settlement of the amount of the taxes will be the subject of a writing order between the Road Fund and the MINFI.

The VAT amount of the settlement to be paid to the CONTRACTOR, a taxpayer under the effective tax rate regime, shall be charged as follows:

- 97.8% paid directly to the counterparty's account;
- 2.2% paid to the Public Treasury in respect of the IR (Income Tax) owed by the other party and deducted at source.

21.3.6 The Project ENGINEER will check the BILLS for validation or make corrections. He will forward them to the CONTRACT MANAGER who will forward them to the CONTRACT MANAGER for prior approval before transmission to the Paying Agency, so that they are in his possession by the 15th of the month at the latest.

Payments will be made by the BAMENDA TREASURY within the statutory deadlines from the submission of the approved statement.

However, QUANTITIES OF WORKS EXECUTED and BILL must be checked and validated during site meetings.

A copy of the MINUTES and corresponding QUANTITIES OF WORKS EXECUTED shall be sent to the CONTRACT MANAGER and the Engineer for the follow-up file at the same time.

In case of corrections, a copy of the corrected BILL is returned to the CONTRACTOR.

21.4 TRANSMISSION OF BILLS TO THE CONTRACTING AUTHORITY

21.4.1 Pursuant to the provisions of Article 47 of Decree No. 2018/366 of 20 June 2018 establishing the Public CONTRACT Code, a copy of the provisional and final BILLS will be sent to the Minister for PUBLIC Contracts. Only the final BILL will be subject to the approval of the DIVISIONAL Delegate of Public CONTRACT territorially competent, before its transmission to the Paying Agency.

Article 22: Interest on overdue payments

Any default interest is paid by statement of the sums due in accordance with the provisions of Articles 166 and 167 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

Article 23: Penalties for delays

23.1 Penalties for delay of work:

23.1.1 If the other party fails to have completed all the works within the specified time, it will be applied, after prior notice, penalties of delay in accordance with the provisions of Article 168 of Decree No. 2018 / 366 of June 20, 2018 relating to the Publics CONTRACT Code:

- 1 / 2000th of the total amount of the CONTRACT per calendar day of delay from the first (1st) to the thirtieth (30th) day.

- 1 / 1000th of the total amount of the CONTRACT per calendar day of delay beyond the thirtieth (30th) day.

In the event of an extension of time by the Employer at the request of the company, except in cases of force majeure, expenses relating to the services of the Control Mission will be borne by the company.

23.2 Penalty for late delivery of contractual documents:

- THE CONTRACTOR representative: 3,000F / day late beyond fifteen (15) days from the date of notification of the start-up service order;

- Co-contractor's home address: 3,000F / day late beyond fifteen (15) days from the date of notification of the start-up service order;

- Staff and Equipment List: 5,000F / d over fifteen (15) days from the date of notification of the start-up service order;

- Insurances: 5000F / day late beyond fifteen (15) days from notification of the Seed Service Order.

- Final Bond: 5,000F / d over twenty (20) days from notification of the Seed Service Order;

- Execution Program: 15,000F / d over thirty (30) days from the notification of the start-up service order.

23.3 Penalties for failure to perform:

- No filling of the construction log found during visits: 3 000F / visit

- Unavailability of the site log during visits: 5,000 / visit.

23.4 Cumulative penalties may not exceed ten per cent (10%) of the TTC amount of the contract in accordance with Article 169 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

23.5 A rate greater than ten percent (10%) may result in the termination of the contract in accordance with Article 182 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

23.6 It is the responsibility of the Co-contractor to collect, as and when the works are carried out, the supporting documents of a possible file for the submission of penalties.

23.7 The delivery of penalties may be pronounced by the PROJECT OWNER only after favourable opinion of the Government CONTRACT Regulatory Agency.

23.8 No bonus is provided in case of advance on the contractual period.

ARTICLE 24 REGULATION IN THE CASE OF A GROUPING

24.1 Direct payments from contractors are envisaged provided that the agent or the contracting party has agreed to the amounts to be paid in this way.

ARTICLE 25 FINAL BILLS

After completion of the work and within a maximum of 45 days after the date of provisional acceptance, the CONTRACTOR will establish on the basis of conflicting findings, the draft final BILLS of the work actually EXECUTED, which summarizes the total amount of sums he can claim from does the work as a whole.

The final draft bill is presented by the CONTRACTR to the verification of the project manager, the engineer's visa, the Chief of Service's visa and the approval of the contracting authority.

This final draft bill, once accepted or rectified by the CONTRACT MANAGER becomes final settlement. It is used for the establishment of the deposit for balance of the CONTRACT, established under the same conditions as those defined above for the establishment of monthly statements.

ARTICLE 26 GENERAL AND DEFINITIVE BILLS

26.1 The general and final BILLS at the end of the contract will be signed by the PROJECT OWNER.

26.2 After the acceptance of the works, the Project ENGINEER draws up the general and definitive BILLS of the contract, which is signed by the Contractor on the one hand, the Engineer, the CONTRACTMANAGER and the PROJECT OWNER.

This count includes:

- The final BILL,
- The deposit for balance,
- The summary of the DISCOUNTS.

The amount of the general count is equal to the result of this last recapitulation.

26.3 The signature of the general and definitive BILLS without reservation by the CONTRACTOR, binds the parties definitively and terminates the contract, except with regard to default interest, possibly the revision or discounting of the prices, which are settled by the Member States. Dues, not included in the amount of the contract.

ARTICLE 27: - TAX AND CUSTOMS REGIME

27.1 This contract is subject, in the field of taxation, to the regulations in force in the Republic of Cameroon.

27.2 This contract is concluded inclusive of all taxes, in accordance with the decree n ° 2003/651 / PM of April 16th, 2003 fixing the modalities of application of the fiscal and customs regime of the public CONTRACTS.

ARTICLE 28: - Stamp duty and registration of contracts

28.1 Seven (7) original copies of this contract shall be stamped and registered by the care and expense of the CONTRACTOR, in accordance with the regulations in force.

28.2 After registration, it will be returned to the PROJECT Owner, five (05) original copies for ventilation

28.3 Failure to register within the prescribed deadlines will result in penalties provided for by the General Tax Code.

Chapter III Execution of services

Article 29: Time limit of the contract

29.1 This deadline of this contract shall run from the date of notification of the Administrative Order to start execution and is of **four (04) calendar months**

Article 30: Role and responsibilities of the contractor

30.1 The CONTRACTOR acknowledges having read and verified the volume and nature of the work to be EXECUTED. It cannot claim any omission or underestimation of the CONTRACT to make claims of any nature whatsoever.

30.2 The contractor shall be held responsible for any damage to the road, residents or vehicles resulting from the use of working methods that do not comply with this contract, in particular the use of fire for weeding of any nature whatsoever is formally prohibited.

30.3 The CONTRACTOR is obliged to set up a specific signage for any obstacle created on the day carriage because of the work (temporary deposit of materials before loading). It is strictly forbidden to leave a night obstacle on pavement and paved shoulders, even if reported. Failure to comply with these safety rules will result in penalties as defined in section 14 of this SCC.

30.4 The CONTRACTOR must comply with the environmental protection regulations in force in the Republic of Cameroon, and in particular the framework law n ° 096/12 of 05 August 1996 on the management of the environment and the letter n ° 00908 / MINTP / DR dated 1997 of the Minister of Public Works publishing the Guidelines for the consideration of environmental impacts in road maintenance. In particular, he must comply with the CPT's requirements in this respect.

30.5 The CONTRACTOR may not evade the confirmation decided by the PROJECT OWNER without breaking the market due to his wrongdoing and subjecting himself to the sanctions provided for by the regulations in force.

ARTICLE 32: - INSURANCE OF WORKS AND CIVIL RESPONSIBILITIES

32.1 The CONTRACTOR must prove that he holds a "civil liability" insurance policy, for damages of any kind caused to third parties:

(a) by his salaried staff working at work;

- (b) by the equipment he uses;
- c) because of the work.

32.2 In addition, the site must be covered for all the work of an "all risk building site" insurance issued by a company approved by the competent authority. The costs inherent in this insurance are borne by the CONTRACTOR.

32.3 No regulations except the start-up loan shall be made without presentation of a certificate from one company proving that the CONTRACTOR has paid in full the premiums or contributions relating to the works concerned.

32.4 The CONTRACTOR shall have a period of fifteen (15) days from the date of notification of the service order to commence work to present a certificate from an insurance company proving that it has been fully paid premiums or contributions relating to the work for this contract. After this period, the contract may be terminated.

ARTICLE 33: - CONSISTENCY OF WORK

33.1 The works are defined in the CPT, the price schedule and the estimated detail and generally include:

SERIE 100: PRELIMINARY WORKS

- 101 Site installation and works execution programme

SERIE 200: EARTH WORKS

- 201 Shaping of the road with cleaning of gutters and off-shoots

SERIE 300: FOUNDATION AND BASE LAYERS

- 301 Foundation layer with selected laterite soil from borrow pit;
- 302 Base layer with improved with cement selected laterite soil from borrow pit;
- 303 Bitumen layer for protection of the base layer;
- 304 Three coats surface dressing for the run-way;

SERIE 400: OTHER NETWORKS

401 Displacement of the SNEC, SONEL, and CAMTEL networks

33.2 Services not provided for, due to accidents or whose complexity requires means not defined in the above documents will be performed by the company at the express request of the PROJECT OWNER by order of service. Any service EXECUTED without an order for service will not be paid by the PROJECT OWNER.

33.3 Prior to the commencement of all work, the contractor and the Project Manager shall proceed to a measure of the length of the lot and an identification of the work with marking on the roadway every hundred (100) meters. This will be the subject of a report signed by both parties.

33.4 Environmental protection

The CONTRACTOR will be required to comply with the laws governing the protection of the environment in force in the Republic of Cameroon and in particular the law n ° 096/12 of 05 August 1996 on the framework law on the management of the environment and the Letter No. 00908 / MINTP / DR dated 1997 from the Minister of Public Works publishing the Guidelines for the consideration of environmental impacts in road maintenance.

In particular, he must comply with the provisions of the CCTP (chapter V) in this respect.

ARTICLE 34: - DOCUMENTS TO BE PROVIDED BY THE COCONTRACTOR

34.1 WORK EXECUTION PROGRAMME

34.1.1 Within a period of five (05) days from the notification of the service order to start the work of each pass, the CONTRACTOR will submit to the validation of the CONTRACT Engineer, after approval of the Project Manager, and in six (06) copies a execution PROGRAMME of the works after a detailed visit of the site, accompanied by the Project Manager. The project manager has two (02) DAYS for the visa or rejection of the project, the CONTRACT Engineer also has three (03) days for validation or rejection. The rejects should focus on the corrections to the execution PROGRAMME to be unique at each level of validation.

34.1.2 This execution PROGRAMME will include:

- The CV of the Site ENGINEER and the copy of his diploma;
- The organization of the company to carry out the work of each workshop;
- The quantitative survey and the location of all the essential tasks to be EXECUTED, so as to obtain a better level of service and good visibility after the works;
- A temporary signage plan for the site during the execution of the work.

ARTICLE 35: - ORGANIZATION AND SAFETY OF SITE

35.1 SECURITY OF WORKSITE

35.1.1 Construction Identification Signs

The identification or WORKS announcement signs will be placed at the beginning and at the end of each section, and must be put in place within a maximum of one month after the service order to start the work.

35.1.2 Signalisation of work

35.1.2.1 The work SIGNALISATION shall be in accordance with the temporary signalling plan validated in the execution PROGRAMME. It is carried out under the control of the Project Manager by the contractor, the latter having to support the supply and installation of signs and signalling devices, unless otherwise stipulated in the contract.

35.1.2.2 The contractor shall be personally liable for all direct or indirect consequences of a lack of signalling or the maintenance of temporary structures necessary for the maintenance of traffic.

35.1.2.3 All costs incurred by site-specific road signs are the responsibility of the Contractor. The latter will remain alone and fully responsible for all accidents or damage caused to third parties, during the execution of the work due to his equipment or errors and omissions concerning the signalling.

35.1.3 Night work, holidays and Sundays.

The works cannot continue neither at night, nor on Sundays, nor holidays without the prior written authorization of the CONTRACT Engineer.

35.2 MAINTAINING THE CIRCULATION

5.2.1 The CONTRACTOR shall take all necessary steps to ensure that the circulation is maintained throughout the duration of the work of each pass. He will not be able to use the subjections that would result to evade the obligations of his market, nor to raise any claim, except in case of force majeure;

35.2.2 The CONTRACTOR will refer to the project manager, who will inform the administrative authority with territorial jurisdiction for the taking of a regulatory act in case of interruption of traffic on a route. This referral must be done at least fourteen (14) days before.

ARTICLE 37: - SUBCONTRACTING

It is not allowed to use subcontracting.

Chapter IV : Acceptance

Article 41 : Provisional acceptance

ARTICLE 41: - ACCEPTANCE

The provisional acceptance of the works will be granted at the end of the execution of these works.

41.1- OPERATIONS PRIOR TO ACCEPTANCE

41.1.1 At the end of the works, the CONTRACTOR will make the request in writing to the Project ENGINEER with a copy to the CONTRACT MANAGER.

41.1.2 Within a period of seven (07) days from the date of submission of the request for acceptance, a prior visit will be organized by the Project Manager, with the participation of the CONTRACT Engineer, in the presence of the contractor.

This visit includes among other things:

- The qualitative and quantitative recognition of the work carried out;
- The possible finding of non-performance of the services provided for in the contract;
- The findings relating to the completion of the works;
- The route diagram of the executed works.

41.1.3 These operations are the subject of a report drawn up on the spot and signed by the Engineer, the Project Manager and countersigned by the contractor.

41.1.4 At the end of this pre-acceptance inspection, the Project Manager may specify the reserves to be lifted and the corresponding works to be carried out before the provisional acceptance date that the CONTRACT MANAGER will fix in agreement with the Engineer and the Contractor. Project manager.

41.2- ACCEPTANCE COMMISSION

41.2.1 The ACCEPTANCE commission shall consist of the following members:

The CONTRACTING AUTHORITY or his rep..... President;
The CONTRACT MANAGER or his rep..... Member;
The CONTRACT Engineer or his rep.....Rapporteur;
TheDD MINDDEVEL or her rep..... Member;
The DIVISIONAL Delegate MINMAP or his rep..... Observer;
The CONTRACTOR or his rep..... Member;

41.2.3 The aforementioned members and the contractor are summoned, by mail from the PROJECT OWNER with a copy to the Representative of the CONTRACT MANAGER, to take part in the ACCEPTANCE VISIT, at least seven (07) days before the date of the ACCEPTANCE.

The absence of the CONTRACTOR is equivalent to the unreserved acceptance of the conclusions of the commission of receipt.

41.2.4 The Commission, under the direction of the President, after visiting the site, examines the report or the minutes of the operations prior to the reception and pronounces or not the provisional acceptance of the works.

This will be the subject of the minutes of provisional acceptance signed forthwith by all present members of the commission.

41.2.5 The provisional acceptance report shall fix the date of completion of the work.

41.2.6 In the event that the works cannot be received, notification is made to the contractor, by way of service order signed by the PROJECT OWNER, omissions, imperfections or defects noted that make it impossible to receive. This Service Order gives notice to the contractor to complete the incomplete works or to remedy imperfections and defects in a specified period, without prejudice to the application of the provisions of Article 77 of the GCC.

When the contractor considers that the works are completed, he must again ask the PROJECT MANAGER, provisional acceptance. After the period indicated in the service order, the CONTRACT MANAGER may have another contractor perform, in accordance with the regulations in force, the execution of the necessary works, the damages, costs, risks and perils of the CONTRACTOR.

41.2.7 If the ACCEPTANCE Committee does not meet within fifteen (15) days of the favourable report prior to receipt, the CONTRACTOR cannot be held responsible for the consequences of this delay on the quality of the work EXECUTED.

41.2.8 At the end and after the acceptance of the works, the CONTRACT MANAGER will deliver to the CONTRACTOR, at his request, the certificate of completion.

ARTICLE 42: - DOCUMENTS TO BE PROVIDED

A SITE logbook will be kept by the Contractor and made available to the Project Manager and his representatives.

The CONTRACTOR may record incidents or observations that may give rise to a claim on its part.

The SITE logbook will be signed by both the Project Manager and the Site FOREMAN at each site visit.

For any claims of the CONTRACTOR, only events or documents mentioned in due time may be reported to the SITE logbook.

ARTICLE 43: - WARRANTY PERIOD AND MAINTENANCE DURING THE GUARANTEE PERIOD

43.1 Guarantee period

The period of guarantee is one year at from the date of provisional acceptance and concern only the hydraulic structures put in place.

43.2 Maintenance during guarantee period on hydraulic structures.

Article 44: Final acceptance

The procedure is the same as that of the provisional acceptance of works, after expiration of the period of guarantee. The acceptance commission will make sure the hydraulic structures continue to function well.

Chapter V SUNDRY PROVISIONS

Article 45: Termination of the contract

The contract may be terminated ipso jure by the Contracting Authority, as provided for in Title V, Chapter I, Section II, Sub-Section I of Decree No. 2018/366 of June 20, 2018 relating to the Public CONTRACT Code and also in the conditions set out in sections 74, 75 and 76 of the TS (Works), including any of the following:

- Death of the contractor. In this case, the PROJECT OWNER may, if necessary, authorize the acceptance of the proposals submitted by the rights holders for the continuation of the services;
- Bankruptcy of the holder of the contract. In this case, the PROJECT OWNER may accept, if applicable, proposals that may be submitted by the creditors for the continuation of the services;
- Judicial liquidation, if the co-contractor of the Administration is not authorized by the court to continue the operation of his business;
- In the case of subcontracting, subcontracting or subcommand without prior authorization from the Contracting Authority or the Delegated Contracting Authority;
- Failure of the Administration's co-contractor duly noted and notified to the latter by the Contracting Authority to the Delegated Contracting Authority;
- Non-compliance with labour legislation or regulations;
- Significant variation in prices under the conditions defined by the general administrative clauses, following the modification of the economic conditions or the initial quantities of the contract;
- Fraudulent manoeuvres and corruption duly noted.
- The contract may also be terminated in the following cases:
 - Delay of more than thirty (30) calendar days in the execution of a service order or unjustified termination of the work of more than seven (07) calendar days;
 - Accumulated penalties exceeding 10% of the T.T.C. amount of works;
 - Refusal of resumption of poorly executed work;
 - Failure of the contracting partner.

Article 46: Case of force majeure

46.1 Cases of force majeure shall be recorded in accordance with the provisions of Section 75 of the GCC.

46.2 It is the responsibility of the Contracting Authority to assess the nature of force majeure and the evidence provided by the CONTRACTOR.

Article 47: Disagreements and disputes

Any dispute or dispute arising between the contracting parties shall be the subject of an attempt at a friendly settlement.

In the absence of amicable settlement, any dispute arising from the contract will be brought before the competent Cameroonian jurisdiction, in accordance with the provisions of Article 187 of Decree No. 2018/366 of 20 June 2018 on the PUBLIC CONTRACT CODE.

Article 48: Production and dissemination of this contract

48.1 The drafting and formatting of the documents constituting the contract is done by the PROJECT OWNER.

48.2 The edition of this contract, in Seven (07) copies shall be produced at the cost of the Contractor and furnished to the Contract Manager.

Article 49 and last: Entry into force of the contract

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

Document No. 5: Technical specifications

TECHNICAL SPECIFICATIONS

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I. GENERAL INDICATIONS

I-1- PURPOSE OF THIS DOCUMENT

The purpose of this contract is to carry out **FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION -NTAMUCHE AVERAGE WIDTH 8M, LENGTH= 1.1KM IN BAMENDA II SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGIONBY EMERGENCY PROCEDURE.**

The works concern the following lots:

LOT	Stretch of road	Council concerned	Road nomenclature	Distance (Km)
1	COUNCIL JUNCTION – NTAMUCHE	BAMENDA III	CR	1.1
			TOTAL	1.1

I-2. CONSISTENCY OF THE WORK

The purpose of the work is:

SERIE 100: PRELIMINARY WORKS

- 101 Site installation and works execution programed

SERIE 200: EARTH WORKS

- 201 Shaping of the road with cleaning of gutters and off-shoots

SERIE 300: FOUNDATION AND BASE LAYERS

- 301 Foundation layer with selected laterite soil from borrow pit;
- 302 Base layer with improved with cement selected laterite soil from borrow pit;
- 303Bitumen layer for protection of the base layer;
- 304 Three coats surface dressing for the run-way;

SERIE 400: OTHERS NETWORK

401Displacement of the SNEC, SONEL, and CAMTEL networks

I.3. WORK DESCRIPTION

They include all the operations necessary to carry out this work, including the putting into service of traffic diversions when necessary and include:

I.3.1. Construction site installation

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

I.3.2. Earthworks and pavement:

- Clearing, deforestation and felling of trees,
- Identification of loans and careers,
- Spot purges of the roadway,
- Supply and implementation of pavement materials,
- Preparation and development of pavement materials,

I.3.3. Works-sanitation and drainage works:

- Re-profiling ditches and outlets,

I.4-Technical References

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

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

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

Name Title

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

Issue 2: Earthworks

Paper 7: Soil Recognition

Paper n ° 23: Supply of aggregates used in the construction and maintenance of pavements supplemented by the standard NF P 18 101

Paper No. 25: Execution of roadways

Paper No. 29: Construction and maintenance of roadways

Paper n ° 30: Road transport of materials for road construction and maintenance

Paper 31: Edging and gutters in natural stone or concrete, supplemented by AFNOR standard NF T 98 302

Issue 50: Topographic Work

Paper n° 63: Supply and implementation of unarmed mortars and concretes

Paper 64: Unreinforced masonry work of civil engineering works

Paper 70: Sewerage and related works

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

V : ENVIRONMENTAL PROTECTION

V.1. SITE INSTALLATION

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

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

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

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

approval of the Contractor's site. The materials are to be covered with a layer of soil, and the site receives adequate drainage to prevent erosion.

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

V.2. CAREER OPENING, LODGING OR TEMPORARY BORROWING

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

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

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

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

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

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

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

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

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

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

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

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

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

The other party will ensure during the execution of the works

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

V.4. CONTROL OF VEGETATION

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

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

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

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

V.5. LOADING AND TRANSPORTING EQUIPMENT AND MATERIAL MATERIALS

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

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

The other party must put in place adequate mobile signalling.

V.6. SANCTIONS AND PENALTIES

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

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

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

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

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

Document No. 6: Unit price schedule

UNIT PRICE SCHEDULE

GENERALITIES

The prices in this slip include all the constraints imposed on the execution of the work as well as the local conditions that may affect their performance and cost.

The prices include in particular the labour, the supply of material and materials, the rent, the depreciation, the operation and the maintenance of the material, the transport costs of the personnel, the allowances, the agreement of the local residents for the rejection of weeding or removal products and all things necessary for the proper execution of the work.

These prices also include bonuses, insurance and social security charges due to various staff and all local taxes and fees related to good signage on the site.

The Contractor is responsible for accidents of all kinds that would occur and where the presence of the site would be questioned.

Overhead costs applied to all prices are deemed to include the installation of two information panels positioned at each end of the site, as defined by the Project Manager.

UNIT PRICE FRAMEWORK

UNIT PRICE SCHEDULE FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION -NTAMUCHE AVERAGE WIDTH 8M, LENGTH= 1.1KM IN BAMENDA II SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.				
N°	DESCRIPTION	UNIT	UP IN FIGURE	UP IN WORD
100	PRELIMINARY WORKS			
101	Site installation and works execution programme	ff		
102	mobilization of equipment	ff		
103	Project information sign post	U		
	SUB - TOTAL 100			
200	EARTH WORKS			
201	Shaping of the road with cleaning of gutters and off-shoots	M2		
	SUB - TOTAL 200			
300	FOUNDATION AND BASE LAYERS			
302	Base layer with selected laterite soil from borrow pit	m ³		
303	Bitumen layer for protection of the base layer	m ²		
304	Three coats surface dressing for the run-way	m ²		
	SUB - TOTAL 300			
400	OTHER NETWORKS			
401	Displacement of the SNEC, SONEL, and CAMTEL networks	Ft		
	SUB - TOTAL 500			

**Document No. 7:
Bill of quantities and cost
estimates**

BILL OF QUANTITIES FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION -NTAMUCHE AVERAGE WIDTH 8M, LENGHT= 1.1KM IN BAMENDA II SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.

N°	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
100	PRELIMINARY WORKS				
101	Site installation and works execution programme	ff	1		
102	mobilisation of equipment	ff	1		
103	Project information sign post	U	2		
	<i>SUB - TOTAL 100</i>				
200	EARTH WORKS				
201	Shaping of the road with cleaning of gutters and off-shoots	M2	8,800,000		
	<i>SUB - TOTAL 200</i>				
300	FOUNDATION AND BASE LAYERS				
302	Base layer with selected laterite soil from borrow pit	m ³	1,320,000		
303	Bitumen layer for protection of the base layer	m ²	8,800,000		
304	Three coats surface dressing for the run-way	m ²	8,800,000		
	<i>SUB - TOTAL 300</i>				
400	OTHER NETWORKS				
401	Displacement of the SNEC, SONEL, and CAMTEL networks	Ft	1		
	<i>SUB - TOTAL 500</i>				
	TOTAL WITHOUT TAXES				
	VAT (19.25%)				
	AIR (2.2% or 5.5%)				
	TOTAL WITH TAXES				
	NET TO BE PAID				

Document No. 8:
Sub detail of breakdown of unit
price

SUB-DETAIL MODEL OF BREAKDOWN PRICES

PRICE SUB-DETAIL				
	DESIGNATION :			
PRICE N °	Daily yield	Total quantity	Unit	Activity duration
	CATEGORIES	Daily salary	Billed days	Amount
WORKFORCE				
	TOTAL A			
EQUIPMENT AND EQUIPMENT	TYPE	Daily rate	Billed days	Amount
	TOTAL B			
MATERIALS AND MISCELLANEOUS				
	TOTAL C			
D	DIRECTS TOTAL COST A+B+C			
E	Construction site overhead	%	= Dx%	
F	Headquarters overhead	%	= Dx%	
G	RETURN COST OF	-	= D+E+F	
H	Risks and Benefits	%	GX%	
P	SALE PRICE EXCLUDING TAXES		= G+H	
V	UNITARY SALE PRICE WITHOUT TAXES		= P/Quantity	

Document No. 9: Draft contract

Structure of a contract

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Schedule of Prices and Quantities

Part IV: Delivery calendar

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

[Indiquer le Maître d'Ouvrage]

[Indicate Project Owner]

CONTRACT No _____ / *Contracting Authority to be indicated/
typeTender Board]*

Awarded **after** Invitation to tender No. _____ /IT /PO/TB/00
of _____

HOLDER OF CONTRACT: _____ *[indicate the holder and his full address]*

P.O. Box 0000 at _____, Tel _____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer's No. _____

SUBJECT OF CONTRACT: _____ *[indicate the full subject of the supply]*

PLACE OF DELIVERY: _____ *[indicate]*

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (2.2 or 5.5 %)	
Net to be paid	

DELIVERY DEADLINE: _____ *[In days, weeks, months or years]*

FINANCING: *[Indicate source of financing]*

BUDGET HEAD: _____ *[To be filled]*

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

BETWEEN:

The Republic of Cameroon, represented by *[indicate Project Owner]*
Hereinafter referred to as "**the Contracting Authority**",

ON THE ONE HAND,

AND:

_____ **COMPANY**

P.O. Box _____ at _____ Tel _____ Fax: _____

Business Registry No. _____ A

Taxpayer's No. _____

[indicate name of supplier, his full address as well as the name of the mandated signatory], hereinafter referred to as "**THE SUPPLIER**"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:

Page _____ and Last of Contract No. _____ /C or JO/PO/TB/0000 *[recall the method of award of contract]*

With-----

For the supply of _____

Contract price: *[recall in CFA francs inclusive of all taxes in figures and words]*

Delivery deadline: *[fill in days, weeks, months or years]*

Read and accepted by the supplier

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

DOCUMENT No. 10:
Model documents to be used by
bidders

Model table

Annex 1: Tender Template.

Annex 2: Bid bond template.

Annex 3: Final bond model.

Annex 4: Model of advance loan guarantee.

Annex 5: Model of guarantee retainer.

Annex 1: Tender Template

I, the undersigned ... [indicate the name and the quality of the signatory] representing the company, the company or the group ... whose head office is at ... registered in the commercial register of ... under the number

After having read all the documents appearing or mentioned in the tender documents including the addendum (s), the invitation to tender [recall the number and subject of the Call Offers]

- After having personally visited the site of the works and having greatly appreciated the situation and noted the nature and constraints of the work to be done

- Remits, bearing my signature, the list of unit prices and the estimate established in accordance with the frameworks in the tender dossier.

- Submit me and undertake to perform the work in accordance with the tender documents, for the prices I have established for each type of work, which prices show the amount of the offer for Lot No to

- [in numbers and in letters] Cfa francs Excluding VAT, and

..... CFA Francs All Taxes Included. [in figures and in letters]

- I undertake to perform the work within a period of months

- Also commit myself to maintain my offer within the time limit days [indicate the period of validity, in principle 90 days for the NSO and 120 days for the ICB] from the deadline for submission of tenders.

- The discounts and the conditions of application of the said rebates are the following ones (in case of possibility of attribution of several lots):

The Client will release the sums due by him under this contract by giving credit to the account n ° opened at name of at the bank ... Agency of

Before signing the contract, the present bid accepted by you will be worth engagement between us.

Made in the

Signature of

in quality of duly authorized to sign the tenders for and in the name of

Annex 2: Model Bid Deposit

A [indicate the Contracting Authority and its address], "the Contracting Authority"

Whereas the company, hereinafter referred to as "the tenderer", submitted its offer dated to [recall the subject of the Invitation to Tender], hereinafter referred to as "the offer", and for which it must attach a provisional bond equivalent to [insert amount] CFA francs,

We [name and address of the bank], represented by [names of signatories], hereinafter referred to as "the bank", declare to guarantee payment to the Contracting Authority of the maximum sum of [insert amount] CFA Francs, which the bank undertakes to pay in full to the Contracting Authority, binding itself, its successors and assigns.

The conditions of this obligation are as follows:

If the tenderer withdraws his tender during the period of validity laid down in the Tender Documents;

or

If the tenderer has been notified of the award of the contract by the Contracting Authority during the period of validity:

- to sign or refuse to sign the contract, while it is required to do so;

- fails or refuses to provide the final contract security (final bond), as provided for in the contract.

We undertake to pay to [Contracting Authority] an amount up to the maximum of the sum stipulated above, upon receipt of its first written request, without the Contracting Authority having to justify its request, provided, however, that in its request, the Contracting Authority will note that the amount claimed by the Contracting Authority is due to it because one or both of the above conditions, or both, are met, and that it will specify which (s) condition (s) has (have) played.

This deposit shall enter into force upon signature and from the date fixed by the Contracting Authority for the submission of tenders. It will remain valid until the thirtieth day inclusive after the end of the period of validity of the offers. Any request from the Contracting Authority to have it played shall reach the bank by registered letter with acknowledgment of receipt, before the end of this period of validity.

This deposit is subject for its interpretation and execution under Cameroon law. The courts of Cameroon shall have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank

to, the

[bank signature]

Annex 3: Final Bond Model

Bank:

Reference of the Deposit: N °

A [indicate the Client and his address] Cameroon, hereinafter referred to as the Employer "

Whereas; [name and address of the undertaking], hereinafter referred to as "the contractor", undertook, in execution of the designated contract "the contract", to carry out [indicate the nature of the work]

Whereas he; is stipulated in the contract that the contractor will give the Client a final bond, equal to [indicate the percentage between 2 and 5%] of the amount of the works of the corresponding contract, as a guarantee of the execution performance obligations in accordance with market conditions,

Whereas; we agreed to give the contractor this bond.

We, [name and bank address], represented [names of signatories], hereinafter referred to as "the bank", we undertake to pay to the Owner, within a maximum period of eight (08) weeks, upon request in writing stating that the Contractor has not fulfilled its contractual obligations under the Contract, without being able to defer payment or raise any dispute for any reason, any amount up to [in figures and in letters].

We agree that no changes or additions or other changes to the Market will release us from any obligation under this Final Bond and we hereby waive any change, addendum or change.

This final bond shall take effect upon signature and upon notification of the contract. The deposit is released within [insert time] from the date of provisional acceptance of the work.

After the aforementioned period, the deposit becomes moot and must be automatically returned to us without any form of procedure.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received at the bank during the period of validity of this commitment.

This final guarantee is submitted for its interpretation and execution under Cameroonian law. The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank

to , the

Annex 4: Model of a Start Advance Bond

Bank: reference, address

We the undersigned (bank, address), declare hereby guarantee, on behalf of:
..... [the holder], for the benefit of
the Owner [Address of the Owner]
(" The beneficiary ")

Payment, without dispute and upon receipt of the first written request of the beneficiary,
declaring that [the holder] does not has not paid its obligations,
relating to the repayment of the start-up loan according to market conditions
..... of ... relating to the work [indicate the purpose
of the work, the references of the Call for Tenders and the lot, if possible], of the maximum
total sum corresponding to the advance of [twenty (20)%] of the amount of all taxes
included in the contract No, payable upon notification
of the corresponding service order, that is: CFA
francs

This guarantee will come into effect and will take effect after transfer of the respective
shares of this advance to the accounts of [the
holder] open at the bank under number
.....

It will remain in effect until repayment of the advance in accordance with the procedure set
by the SCC. However, the amount of the deposit will be reduced proportionately to the
repayment of the advance as and when repayment.

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

Signed and authenticated by the bank
to, the

[bank signature]

Appendix 5: MODEL RETENTION FUND

Bank:
Reference of the Deposit: N °
A [indicate the Owner]
[Address of the Contracting Authority]

hereinafter referred to as "the Client"

Whereas; [name and address of the company],
hereinafter referred to as " the Contractor ", undertook, in execution of the contract, to carry
out the work of [indicate the purpose of the work]

whereas he; is stipulated in the contract that the holdback of [% below 10% to be specified]
of the TTC amount of the contract may be replaced by a joint and several guarantee,

Whereas; we have agreed to give the contractor this bond, We,
..... [name and bank address], represented by
..... [names of signatories], and
hereinafter referred to as "the bank",

Therefore, we hereby affirm that we are the guarantors and responsible to the Owner, in the
name of the contractor, for a maximum amount of [in
figures and in words], corresponding to [less than 10% to be specified] of the amount of the
contract,

And we undertake to pay the Owner, within a maximum period of eight (08) weeks, upon a
simple written request from the latter stating that the contractor has not satisfied his
contractual commitments or that he is found to be the Principal's debtor under the amended
contract, if necessary by its amendments, without being able to defer payment or raise any
dispute for any reason whatsoever, any sum (s) within the limits of the amount equal to
[percentage less than 10% to be specified] of the cumulative amount of work included in the
final statement, without the Owner having to prove or give the reasons or the reason for his
request for the amount of the sum indicated above .

We agree that no changes or additions or other changes to the market will release us from
any obligation under this warranty and we hereby waive any change, addendum or change.

This guarantee comes into force upon signature. It will be released within thirty (30) days
from the date of final acceptance of the works, and on release delivered by the Owner.

Any request for payment made by the Client under this guarantee must be made by
registered letter with acknowledgment of receipt, received at the bank during the period of
validity of this commitment.

This deposit is subject for its interpretation and execution under Cameroon law. The
Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this
undertaking and its consequences.

Signed and authenticated by the bank
to the
[bank signature]

**Document No. 11:
Bids evaluation sheet**

Special regulations of the invitation to tender

References of the General regulations	General
1.1	Definition of works: FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION - NTAMUCHE AVERAGE WIDTH 8M, LENGHT= 1.1KM IN BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION. Name and address of the Contracting Authority: The Mayor of Bamenda III Reference of Invitation to tender: N° 001/ONIT/NWR/BIIIC/BIIICTB/2022 OF 03/02/2022
1.2	Execution deadline: Four months
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by the 2022 Public Investment Budget of the Ministry of Decentralisation and Local Development (MINDDEVEL)
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

A. Eliminary criteria

1. -Deadline for delivery higher than prescribed;
2. -False declaration or falsified documents;
3. insufficient bid bond; not corrected after 48hrs of opening time
4. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. -Incomplete financial file;
6. Omission of a unit price in the financial bid;
7. -Change of quantity or unit;
8. -Non respect of (75%) of essential criteria;

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace said document else will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

B. Essential criteria

1. General presentation of the tender files;
2. Financial capacity;
3. References of the company in similar achievements;
4. Quality of the personnel;
5. Technical organization of the works;

6. Safety measures on the site;
7. Logistics;
8. Attestation and report of site visit;
9. Special Technical Clauses initialled in all the pages;
10. Special Administrative Clauses completed and initialled in all the pages.

This evaluation will be done in a purely a purely binary method with a positive (**yes**) or negative (**no**) with an acceptable minimum of **75%** of the essential criteria taken into account.

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

ARTICLE 6: Language of the bids:

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

PRESENTATION OF THE TENDER.

The bids prepared in English or French and in six (06) copies with one (01) original and five (05) copies marked thus, shall be presented in three (03) volumes as follows:

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

5.1 External envelope.

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

TO THE PROJECT OWNER

**« OPEN NATIONAL INVITATION TO TENDER FOR THE EXECUTION OF WORKS FOR THE TARRING WITH THREE COATS SURFACE-DRESSING OF THE ROADS FROM COUNCIL JUNCTION -NTAMUCHE AVERAGE WIDTH 8M, LENGTH= 1.1KM IN BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION»
By Emergency Procedure**

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labelled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by Bamenda III Municipal treasury
A.6	A bid bond of 2000 000 FCFA (Two million FCFA), certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified by the chief of centre for taxation
A.10	Business License (photocopy certified by the chief of centre of Taxes, not more than three months).
A.11	Certified Copy of a valid taxpayer's card, delivered by the chief of centre of Taxes.
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.13	An Attestation of site visit signed by the project owner, the authorizing officer
A.14	Power of attorney authorizing signatory to engage the enterprise in the Tender if need be

The absence or the non-conformity of the one of these documents will result to the elimination of the offer either during the opening session of the bids (absence of bid bond) or during the evaluation

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

B.1	General presentation of the tender files
	-Document slotted or spirally bound
	-Table of content page
	-Colour sheets separation
	- Presentation of documents in the order given in this tender
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.
	1 st Reference
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF
B.3.1	01 works supervisor (at least Degree or equivalent certificate)

	Qualification of the works supervisor: (Civil or Rural Engineering (BAC +3)		
	Professional experience of the project engineer ≥ 03 years (signed CV) ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate		
B.3.2	01 Site foreman(Civil Engineering BAC +2)		
	Qualification of the Site foreman: (Technical certificate in public works (BAC +2 or equivalent certificate)		
	Professional experience of the Site foreman ≥ 03 years (signed CV) A certified copy of ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate		
B.3.3	Other personnel		
	➤ 02 two bricklayers with 3 years' professional experience in building construction or similar works. Only (CVs signed by the candidate) ➤ 01one Carpenters with 3 years' professional experience on carpentry or similar works. Only CVs signed by the candidate ➤ 01 One Electrician with 3 years' professional experience on Electricity ➤ or similar works. (Only CVs signed by the candidate) (ALL Personnel on B 3.3 must be holders of at least CAP certificate)		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Prove of ownership or rental of a pick-up or other vans		
B.5.2	Prove of ownership or rental of a dump truck		
B.5.3	Prove of ownership or rental of a grader		
B.5.4	Prove of ownership or rental of a front end loader		
B.5.5	Prove of ownership or rental of a compactor		
B.5.6	Prove of ownership or rental of a tar spring machine		
	Masonry Kit : Wheelbarrows, spade, masonry harmer 300g, shovel, dig axe, bucket, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise		

	issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. = 2,000,000		
B.7	Attestation of site visit signed by the bidder		
B.8	Comprehensive report of site visit signed by the company administrator		
B.9	Special Technical Clauses initialled in all the pages		
B.10	Special Administrative Clauses completed and initialled in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

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

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

Document No. 12:
**List of banking establishments
and financial bodies authorised to
issue bonds for public contracts**

I- BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
4. CITI Bank
5. Commercial Bank of Cameroon (CBC)
6. Ecobank
7. National Financial Credit Bank
8. Société Camerounaise de Banque au Cameroun
9. Société Générale de Banque au Cameroun
10. Standard Chartered Bank Cameroon
11. Union Bank of Cameroon
12. United Bank for Africa.

II- INSURANCE COMPANIES

13. Chanas Insurance;
14. Activa Insurance
15. Zenithe Insurance S.A BP Douala