

REPUBLIC OF CAMEROON

Peace -- Work -- Fatherland

MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION
MOMO DIVISION
BATIBO COUNCIL

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

Paix -- Travail -- Patrie

MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST
DEPARTEMENT DE LA MOMO
COMMUNE DE BATIBO

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BATIBO COUNCIL INTERNAL TENDERS' BOARD

PROJECT OWNER: MAYOR BATIBO COUNCIL



OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE

N°0004/ONIT/BC/BCITB/2022 OF 03/03/2022

FOR THE EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON
THE PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -
BATIBO (FROM PK 0+000 TO PK 43+000) 43 KM, MOMO DIVISION, NORTH
WEST REGION.

FUNDING: MINTP BUDGET ROAD FUND LINE, Fiscal Year 2022.

COMMITMENT AUTHORIZATION: Letter N° 874/L/MINTP/SG/DGET/DPPN/CP/CEA1/KYAN of 7th
February 2022

Name of project	Amount of project	Amount of bid bond	Cost of tender file :
EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK 0+000 TO PK 43+000) 43 KM.	25,000,000 (Twenty five thousand) F CFA	500,000 (Five hundred thousand) F CFA	42,000 (Fourty two thousand) F CFA

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PART 01:
TENDER NOTICE

REPUBLIC OF CAMEROON
Peace -- Work -- Fatherland
MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

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BATIBO COUNCIL INTERNAL TENDERS' BOARD

"OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE
N°0004 /ONIT/BC/BCITB/2022 OF 03/03/2022

THE EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED SECTION
OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK 0+000 TO PK 43+000)
43 KM.

FUNDING: MINTP BUDGET, ROAD FUND LINE - FISCAL YEAR 2022.

Name of project	Amount of project	Amount of bid bond	Cost of tender file :
EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK 0+000 TO PK 43+000) 43 KM.	25,000,000 (Twenty five thousand) F CFA	500,000 (Five hundred thousand) F CFA	42,000 (Fourty two thousand) F CFA

1. Purpose of the Call for Tenders:

The Mayor Batibo Council, Project Owner, launches on behalf of the Republic of Cameroon an Open National Invitation to Tender, in emergency procedure for the realization of the aforementioned operation.

The Call for Tenders concerns the EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK 0+000 TO PK 43+000) 43 KM., annual programme 2022, for a period of one year executed in **two (02) phases** with an interval of at least **six (06) months** between phases and will be funded by the 2022 annual program of the Road Fund.

2. Allotissement :

The work is divided into a lot according to the following route:

N° Lot	Road	Type	Intervention sections	Length (Km)	Projected Budget TTC	Deadline (months)	Project manager
1	N6	C.L	Bamenda – Bali - Batibo(from 0+000 to pk 43+000)	43	25,000,000	12	Head of technical department territorially competent
TOTAL					25,000,000	Adapted according to the context: two (02) phases with an interval of at least six (06) months between phases	

3. Consistency of work:

This work includes (list of task according to council):

- Task 1: Weeding or clearing brush from the roadside;
- Task 2: Pruning of trees and/or shrubs;
- Task 3: Possible felling of trees and/or shrubs;
- Task 4: Stripping and cleaning of the shoulders;
- Task 5: Cleaning of existing hydraulic structures;
- Task 6: Cleaning of ditches and outlets;
- Task 7: Clearance upstream and downstream of engineering structures and on sections of the riverbed;

4. Participation and origin:

Participation is open on equal terms to all small and medium-sized enterprises under Cameroonian law.

5. Financing:

The works subject to this Call for Tenders are financed by the Budget of the Ministry of Public Works road fund 2022 financial year. The estimated cost of all the work provided for in this Open National Invitation to Tender, in emergency procedure is: **Twenty five million (25,000,000) FCFA** All Taxes Included.

Amount of the lot is presented below:

Lot	Amount including VAT in F CFA
1	25,000,000
TOTAL	25,000,000

6. Execution deadline

The contract to be awarded at the end of the Open National Invitation to Tender, in emergency procedure will extend over twelve (12) months with an interval of at least **six (06) months** between the **two (02) consecutive phases**.

7. Consultation of the tender file

The tender file may be consulted at the Batibo council office (Secretariat) during working hours, as soon as this tender notice is published.

8. Acquisition of the tender file

The tender file may be acquired from the Batibo council office upon presentation of a non-refundable treasury receipt of **42 000 (forty-two thousand) FCFA**. Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

9. Presentation of the tender file

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

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

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

10. Submission of the tender file

Each offer or bid drafted in English or French in seven **(07)** copies including the original and six **(06)** copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at the Batibo council office not later than **29/03/2022** at 10 a.m local time and should carry the inscription:

"OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE"
N0004 /ONIT/BC/BCITB/2022 OF 03/03/2022

**FOR THE EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE
PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM
PK 0+000 TO PK 43+000) 43 KM., MOMO DIVISION, NORTH WEST REGION.**

«To be opened only during the bid opening session »

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

11. Admissibility of bids

The bids not respecting the separation mode of the financial bid from the administrative and technical bids shall be rejected.

Any bid not in conformity with the prescription of this tender notice and tender file shall be declared inadmissible. Especially the absence of a bid bond of a first rate bank approved by the Ministry of Finance and valid for a period of thirty (30) days shall be rejected.

Least they are rejected, only the originals or certified true copies by the issuing service or administrative authorities of the administrative documents are accepted. They must obligatorily not be older than three (03) months and must be valid during the bid opening session.

12- Opening of bids

The opening of the bids in one phase shall be done on **29/03/2022** at 11a.m in the Conference Hall of the Batibo Council by the competent tender board.

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

13- Submission of bids timeframe

Bidders have Twenty (20) days for the submission of their bids with effect of the date of publication of the tender notice.

14. Provisional Guarantee (Bid bond)

Each bidder must include in his administrative documents a bid bond issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex of the tender file of the sum of **500 000 (five hundred thousand) FCFA**.

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

15. Evaluation of the bids

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

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

The criteria of evaluation are the following:

15.1-Eliminatory criteria

15.1.1- Administrative documents

- Any offer not in conformity with the prescriptions of this tender file shall be declared inadmissible. Especially the lack of the provisional guarantee;
- Absence of a document in the administrative file;
- False declaration or falsified documents.

15.1.2- Technical file

- Incomplete or non compliant documents;
- False declaration, forged or scanned documents;

- Nonexistence in the technical file of the rubric « organization, methodology and planning »
- Absence of the pre-financing capacity of at least six million two hundred and fifty thousand (6,250,000) F CFA.
- Technical assessment mark lower than 75% of "Yes".

15.1.3- Financial offer

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

Essential criteria:

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

S/N	Designation	MARKS
01	General Presentation of the offer: Document spirally bound, colour sheets separation, table of content, presentation of documents in the order given in this tender file, quality of document.	02
02	Quality of Requested staff: Qualifications, experience of personnel affected to the project, CV, NIC and attestation of availability signed and dated.	05
03	Technical equipment/material affected to the project: The company should justify the property of the necessary material to the execution of works.	04
04	Reference of the enterprise: <ul style="list-style-type: none"> ▪ Turnover in the past two years; ▪ Experience in road/public works 	02
05	Presence of the methodology of work execution	08
06	Presence of the pre-financing capacity	01

The note of the technical offer will be gotten by addition of marks for every criterion. Only the technical offer having gotten an equal or superior note to 75% of YES will be kept for the financial evaluation.

16. Award of the jobbing order

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

17. Period of validity of bids

The bidders shall remain committed to their bids during a period of (ninety) 90 days from the deadline set for the submission of bids.

18. Complementary information

Complementary technical information may be obtained every day during working hours from the Council office



BATIBO, the

The Mayor Batibo Council Contracting Authority

Emmanuel N.

Copies:

- ARMP-Bamenda (for publication and archives)
- Chairperson of ITB (for information);
- DDMINMAP Momo
- Notice boards (for information).



Avis d'Appel d'Offres National Ouvert, en procédure d'urgence

N°/AONO/ CB/CIPMCB/2022 du

**POUR L'EXECUTION DES TRAVAUX DE CANTONNAGE DE TRONCON DE ROUTE
NATIONAL N6 BAMENDA – BALI – BATIBO (DU PK 0+000 AU PK 43+000) 43KM,
Département du MOMO, Région du Nord-Ouest.**

FINANCEMENT : BIP MINTP-FOND ROUTIER 2022

Nom du Projet	Montant du Projet	Montant caution provisoire	Montant d'achat du DAO :
L'EXECUTION DES TRAVAUX DE CANTONNAGE DE TRONCON DE ROUTE NATIONAL N6 ; BAMENDA – BALI – BATIBO (AU PK 0+000 - PK 43+000) 43KM	25 000 000 (Vingt cinq millions)F CFA	500 000 (Cinq cent milles) F CFA	42 000 (Quarante-deux milles) F CFA

1.- Objet de l'Appel d'Offres

Le Maire de la commune de Batibo, Autorité Contractante, lance pour le compte de la république du Cameroun, un Appel d'Offres National Ouvert, en procédure pour **L'exécution Des Travaux de Cantonnement du TRONCON DE ROUTE NATIONAL N6 : BAMENDA – BALI – BATIBO (AU PK 0+000 - PK 43+000) 43KM**, dans le Département de la Momo.

2. Allotissement :

The work is divided into a lot according to the following route:

N° Lot	Route	Type	Intervention sections	Longue ur (Km)	Budget Provisionnel TTC	Délai de livraison (Mois)	Gestionnaire du Projet
1	N6	C.L	Bamenda – Bali – Batibo (du 0+000 au pk 43+000)	43	25 000 000	12	Responsable du
TOTAL					25 000 000	Adapté au contexte: deux (02) phases avec un interval d'au moins six (06) mois entre les phases	Département technique territorial- ment compétent

3.- Consistance des travaux

Ces travaux comprennent les opérations suivantes (lister les tâches en fonction de la Commune) :

- Tache 1: Désherbage ou débroussaillage des abords de la route;
- Tache 2: Élagage d'arbres et/ou d'arbustes;
- Tache 4: Décapage et nettoyage des accotements;
- Tache 5 : Curage des ouvrages hydrauliques existants ;

- Tache 6 : Curage des fossés et exutoires ;
- Tache 7 : Dégagement en amont et aval des ouvrages d'art et sur les sections du lit du cours d'eau;

4.- Participation

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounais ayant une expérience avérée dans le domaine des bâtiments et du génie civil en général.

5.- Financement

Les travaux, objet du présent Appel d'Offres, sont financés par **BUDGET D'INVESTISSEMENT PUBLIC MINTP-FOND ROUTIER, Exercice 2022.**

6.- Délai d'exécution des travaux

Le délai global d'exécution des travaux est d'un (01) ans calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

7.- Consultation du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la Commune de Batibo (Secretariat) dès publication du présent avis.

8.- Acquisition du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la Commune de Batibo, sur présentation d'une quittance de versement d'une somme non remboursable de **42 000 (quarante-deux mille) francs CFA** au Trésor de la commune. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

9.- Présentation des offres

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

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

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

10.- Remise des Offres

Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans les services de la Commune de Batibo, au plus tard le **29/03/2022** à 10 heures, heure locale et devront porter la mention:

Appel d'Offres National Ouvert, en procédure d'urgence

N°0004AONO/ CB/CIPMCB /2022 du 03/03/2022

POUR L'EXECUTION DES TRAVAUX DE CANTONNAGE DE TRONCON DE ROUTE NATIONAL N6 BAMENDA – BALI – BATIBO (AU PK 0+000 - PK 43+000) 43KM,

Département du MOMO, Région du Nord-Ouest.

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

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

11.- Recevabilité des offres

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

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel

d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances, valable pendant 30 jours au-delà du délai de validité des offres.

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

12.- Ouverture des offres

L'ouverture des offres aura lieu en un temps le **29/03/2022** à 11 heures précises dans la salle des Conférences de la Commune, par la Commission de Passation des marchés Compétente en présence des soumissionnaires.

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

13.- Délai de réponse des soumissionnaires :

Pour cet Appel d'Offres, le délai de réponse est fixé à **vingt (20) jours** calendaires aux entreprises désireuses d'y participer à compter de la date de publication de l'Avis d'Appel d'Offres.

14.- Cautionnement Provisoire (Garantie de soumission)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par une banque de premier ordre agréée par le Ministère des Finances et dont la liste figure en annexe d'un montant égal à **500 000 FCFA (Cinq cents milles) francs CFA**.

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

15.- Evaluation des Offres

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

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

Les critères d'évaluation des offres sont les suivants :

15.1-Critères éliminatoires

15.1.1-Pièces administratives

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

15.1.2-Offres techniques

- Dossier incomplet ou pièces non conformes ;
- Fausse déclaration ou documents falsifiées ou scannés ;
- Non existence dans l'offre technique de la rubrique « organisation, méthodologie et planning » ;
- Absence d'une capacité de préfinancement d'au moins six millions deux cents mille (6 250 000) francs CFA.

- De façon systématique, toute offre n'ayant pas atteint ou dépassé après évaluation technique, la barre de **75 %** du **OUI** sera écartée et non éligible à l'analyse financière ;

15.1.3-Offres financières

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

Critères essentiels

L'offre technique du soumissionnaire sera évaluée sur les éléments suivants :

N°	Désignation	Nombre de point
1	Présentation générale de l'offre : Reliure, Intercalaire de couleur et page de garde, Présentation de toutes les pièces dans l'ordre prescrit, Qualité du document.	02
2	Qualité du personnel : Qualifications, expérience du personnel affecté au projet, CV, CNI et attestation de disponibilité daté et signé.	05
3	Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	04
4	Références de l'entreprise : <ul style="list-style-type: none"> ▪ Chiffes d'affaire des deux dernières années ; ▪ Expérience dans les travaux routire/public 	02
5	La présence de la Méthodologie d'exécution des travaux	08
06	La présence de la Capacité de préfinancement	01

La note de l'offre technique sera obtenue par addition des points pour chaque critère. Seule l'offre technique ayant obtenue une note égale ou supérieure à **75% du OUI** sera à l'évaluation financière.

16.- Attribution de la lettre commande

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

17.- Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de cent vingt (120) jours, à compter de la date limite fixée pour la remise des offres.

18.- Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune de Batibo.

FOR THE MAYOR
AND BY DELEGATION
BATIBO, le

Le Maire Commune Batibo/ (Autorité Contractante)

Ampliations :

- ARMP-Bamenda (pour publication et archivage) ;
- Président CIPM (pour information) ;
- DDMINMAP Momo
- Affichage.



Eshe Emmanuel N.

Part 02:

General Regulations of the Call for Tenders (RGAO)

СЛУЖБА ЗАКЛУПАК
Автоматизација 14. 07. 15



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General Regulations of the Call for Tenders

A. General

Article 1: Scope of the submission

1.1. The Contracting Authority, defined in the Special Rules of the Call for Tenders (RPAO), launches a Call for Tenders for the construction of the Works described in the Tender File and briefly defined in the RPAO.

The name, identification number and number of lots subject to the call for tenders shall be set out in the RPAO.

1.2. The successful Bidder, or successful bidder, must complete the Work within the period indicated in the RPAO, and which runs unless otherwise stipulated by the CCAP, from the date of notification of the service order to start the work or in that fixed in the said service order.

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

Article 2: Financing

The source of funding for the work covered by this call for tenders is specified in the RPAO.

Article 3: Fraud and corruption

3.1. Tenderers and co-contractors shall be required to comply with the strictest rules of professional ethics during the award and performance of contracts.

Under this principle:

a. The following definitions are accepted :

- i. Any person who offers, gives, solicits or accepts any advantage with a view to influencing the action of a public official during the award or performance of a contract is guilty of "corruption",

- ii. Se engages in "fraudulent schemes" anyone who distorts or distorts facts in order to influence the award or performance of a contract;
 - iii. "collusive practices" means any form of agreement between two or more tenderers (whether or not the Contracting Authority is aware of it) aimed at artificially maintaining the prices of tenders at levels not corresponding to those which would result from competition;
 - iv. "coercive practices" means any form of harm to or threat to persons or their property in order to influence their action in the course of the award or performance of a contract.
- b. Any proposal for award shall be rejected if it is proved that the proposed successful tenderer is directed to the intermediary of an agent, guilty of corruption or has engaged in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2. The Minister Delegate to the Presidency in charge of Public Procurement, may, as a precautionary measure, take a decision prohibiting bidding for a period not exceeding two (2) years, against any bidder found guilty of influence peddling, conflicts of interest, insider trading, fraud, corruption or the production of authentic non documents in the has submitted, without prejudice to any criminal proceedings that may be instituted against him.

Article 4: Candidates admitted to compete

- 4.1. If the call for tenders is restricted, the consultation shall be addressed to all candidates selected at the end of the pre-qualification procedure.
- 4.2. As a general rule, the invitation to tender shall be addressed to all tenderers and shall be subject to the following provisions:
- a. The tenderer (including all members of a group of undertakings and all subcontractors of the tenderer) must be from an eligible country, in accordance with the financing agreement;
 - b. A tenderer (including all members of a group of undertakings and all subcontractors of the tenderer) must not be in a situation of conflict of interest under penalty of disqualification. A bidder may be deemed to be in a conflict of interest.
 - i. Is associated or has been associated in the past, with a company (or a subsidiary of that company) that has provided consulting services for the design, preparation of specifications and other documents used in the context of contracts awarded under this call for tenders;
 - ii. Submits more than one tender in connection with this call for tenders, with the exception of alternative tenders authorised under clause 17, if any; however, this does not preclude the participation of subcontractors in more than one offer.
 - iii. the contracting authority or the contracting authority has financial interests in its geography of capital such as to compromise the transparency of public procurement procedures
 - c. The tenderer shall not be subject to an exclusion decision.
 - d. A Cameroonian public company may participate in the consultation if it demonstrates that it is (i) legally and financially autonomous, (ii) administered according to the rules of commercial law and (iii) is not under the direct authority of the Contracting Authority.

Article 5: Authorized Materials, Materials, Supplies, Equipment and Services

5.1. The materials, materials of the co-contractor, supplies, equipment and services to be provided under the Contract must come from countries meeting the criteria of origin defined in the RPAO, and all expenses incurred under the Contract are limited to such materials, materials, supplies, equipment and services.

1.2. Under Article 5.1 above, the term "come" means the place where the goods are extracted, grown, produced or manufactured and from which the services originate.

Article 6: Qualification of the Tenderer

6.1. Tenderers must, as an integral part of their tender:

has. Submit a power of attorney empowering the signatory of the bid to bind the Bidder;

b. Provide all the information (complete or update the information attached to their request for pre-qualification that may have changed, in case the candidates have been the subject of a pre-qualification) requested from the tenderers, in the RPAO, in order to establish their qualification to perform the contract.

Information on the following points is required where applicable:

- i. Access to a line of credit or other financial resources;
- ii. Orders acquired and contracts awarded;
- iii. Ongoing disputes;
- iv. Availability of essential equipment.

6.2. Tenders submitted by the united States or several joint venturers (co-contracting) must meet the following conditions:

a. The offer shall include for each of the undertakings all the information listed in Article 6.1 above. The RPAO shall specify the information to be supplied by the group and the information to be provided by each member of the group;

b. The offer and the contract must be signed in such a way as to oblige all the members of the grouping;

c. The nature of the grouping (joint or several as required in the RPAO) must be specified and justified by the production of a copy of the grouping agreement in due form;

d. The member of the grouping appointed as agent, will represent all the companies vis-à-vis the Contracting Authority and the Contracting Authority for the execution of the contract;

e. In the case of a joint and several grouping, the co-contractors divide the payments made by the Contracting Authority into a single account; on the other hand, each company is paid by the Contracting Authority in its own account, in the case of a joint grouping.

6.3. Tenderers must also submit proposals in sufficient detail to demonstrate that they comply with the technical specifications and deadlines referred to in the RPAO.

6.4. Tenderers applying for a margin of preference must provide all the information necessary to prove that they meet the eligibility criteria described in Article 33 of the GDPR.

Article 7: Visit of the site of the works

7.1. The tenderer is advised to visit and inspect the site of the 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 execution of the works. The costs related to the visit of the site

are the responsibility of the Bidder.

7.2 . the Contracting Authority is obliged to authorise the Tenderer who so requests and its employees or agents to enter its premises and land for the purpose of the said visit, but only on the express condition that the Tenderer, its employees and agents release the Contracting Authority, its employees and agents from any liability which may result therefrom and the necessary compensation, and remains responsible for fatal or bodily accidents, loss or damage to property, costs and expenses incurred as a result of this visit.

7.3. The Contracting Authority may organise a visit to the site of the works at the time of the preparatory meeting for the preparation of tenders referred to in Article 19 of the GDPR.

B. Tender documents

Article 8: Content of the Tender File

8.1. The Tender Dossier describes the works covered by the contract, lays down the procedures for consulting the contractors and specifies the conditions of the contract. In addition to the additive (s) published in accordance with Article 10 of the GDPR, it also includes the following main documents:

Exhibit n°1: The Notice of Call for Tenders (AAO);

Exhibit n°2: The General Regulations of the Call for Tenders (RGAO);

Exhibit n°3: Le Règlement Particulier d'Appel d'Offres (RPAO);

Exhibit n°4: The Cahier des Clauses Administratives Particulières (CCAP);

Exhibit n°5: The Cahier des Clauses Techniques Particulières (CCTP);

Exhibit 6: The framework of the Unit Price Schedule;

Exhibit 7: The Quantitative and Estimated Detail framework;

Exhibit n°8: The framework of the Unit Price Sub-Detail;

Exhibit n°9: The Letter-Order model

Exhibit n°10: Templates to be used by Bidders;

- a. The framework of the execution schedule;
- b. Templates for presentation sheets of material, personnel and references;
- c. Sample letter of submission;
- d. Bid bond template;
- e. Model of final guarantee;
- f. Start-up advance deposit template;
- g. Model of the retention deposit in place of the retention money;
- a. Market model;

Exhibit n°11: Proof of preliminary studies to be completed by the Contracting Authority

Exhibit n°12: The list of banking institutions and financial institutions of 1st rank approved by the Minister in charge of finance authorized to issue guarantees, in the context of public contracts, to be inserted by the Contracting Authority

8.2. The Bidder must review all regulations, forms, conditions and specifications contained in the DAO. It shall be his responsibility to furnish all the information requested and to prepare an offer which complies in all respects with the said file.

Article 9: Clarifications made to the Tender File and appeal

9.1. Any tender wish to obtain clarification from the Dossier d'Appel d'Offres may request it

from the Contracting Authority in writing or by e-mail (fax or e-mail) to the address indicated in the RPAO with a copy to the Contracting Authority and the Contracting Authority. However, the Contracting Authority shall reply in writing to any request for clarification received within fourteen (14) days for the (AON) before the deadline for the submission of tenders.

A copy of the reply to the Contracting Authority, indicating the question asked but not mentioning its author, is sent to all tenderers who have purchased the Tender File.

9.2. Between the publication of the Notice of Call for Tenders, including the pre-qualification phase of the candidates and the opening of the tenders, any potential tenderer who considers himself wronged in the public procurement procedure may lodge a request with the Contracting Authority.

9.3. The applicant shall send a copy of the said request to the Public Procurement Authority and the Regulatory Body and to the President of the Commission.

9.4. The Client has five (05) days to react. The copy of the reaction is sent to MINMAP and the body responsible for regulating public procurement;

Article 10: Amendment du Dossier d'Appel d'Offres

10.1. The Contracting Authority may, at any time before the deadline for the submission of tenders and for any reason, whether on its own initiative or following a referral to a tenderer, modify the Tender File by publishing an addendum.

10.2. Any additive so published will form an integral part of the Tender File in accordance with Article 8.1 of the RGAO and must be communicated in writing or served by any means leaving a written record to all tenderers who have purchased the Tender File.

10.3. In order to give tenderers sufficient time to take account of the additive in the preparation of their tenders, the Contracting Authority may postpone, as far as necessary, the deadline for the submission of tenders, in accordance with the provisions of Article 22 of the RGAO.

C. Preparation of tenders

Article 11: Submission fees

The candidate shall bear all costs relating to the preparation and presentation of his tender. The Contracting Authority and the Contracting Authority are in no way responsible for these costs, nor required to pay them, regardless of the course or outcome of the tendering procedure.

Article 12: Language of the offer

The offer ainsi que toute corresponds to and any document exchanged between the Tenderer and the Contracting Authority shall be drawn up in French or English. Additional documents and printed matter provided by the tenderer may be drawn up in another language provided that they are accompanied by a precise translation into French or English; in which case and for the purposes of interpreting the offer, the translation shall prevail.

Article 13: Documents constituting the offer

13.1. The tenderer's offer will include the detailed documents to the RPAO, duly completed and grouped into three volumes:

a. Volume 1: Administrative File

It includes:

i. All documentation attesting that the Bidder:

- Has subscribed to the declarations provided for by the laws and regulations in force;
- Has paid duties, taxes, taxes, contributions, fees or levies of any kind whatsoever;
- Is not in a state of judicial liquidation or bankruptcy;
- Is not subject to any of the prohibitions or deadlines provided for by the legislation in force.

ii. The tender security established in accordance with the provisions of Article 17 of the GDPR;

iii. The written confirmation empowering the signatory of the tender to bind the Bidder, in accordance with the provisions of Article 6.1 of the RGAO;

b. Volume 2: Technical offer

b.1. Qualification information

The RPAO specifies the list of documents to be provided by tenderers to justify the qualification criteria mentioned in Article 6.1 of the RPAO.

b.2. Methodology

The RPAO specifies the constituent elements of the technical proposal of tenderers, in particular: a methodological note on an analysis of the works and specifying the organization and the program that the tenderer intends to set up or implement to carry them out (installations, planning, AQP, subcontracting, certificate of site visit if necessary, etc.).

b.3. Evidence of acceptance of market conditions

The tenderer shall submit the duly initialled copies of the administrative and technical documents governing the contract, namely:

1. The Cahier des Clauses Administratives Particulières (CCAP);

2. The Special Technical Clauses Book (CCTP).

b.4. Comments (optional)

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

c. Volume 3: Financial Offer

The RPAO specifies the elements that make it possible to justify the cost of the work, namely:

1. The tender itself, in original written according to the attached model, stamped at the rate in force, signed and dated;

2. The duly completed unit price schedule;

3. The estimated details duly completed;

4. The sub-detail of prices and/or the breakdown of fixed prices;

5. The provisional payment schedule if any;

6. the draft letter of order initialled, signed and dated.

NB: All documents of the financial offer must be submitted in digital and physical version.

(quotes and price sub-details in Excel format). The physical version (order letter) must be initialled, in addition the last pages must be signed, sealed and dated.

Tenderers shall use the documents and models provided for in the Tender Documents, subject to the provisions of Article 17. 2 du RGAO concerns other possible forms of Submission Bond.

13.2. If, in accordance with the provisions of the RPAO, tenderers submit tenders for several lots of the same Call for Tenders, they may indicate the discounts offered in the event of the award of more than one lot.

Article 14: Amount of the offer

14.1 . Sauf indication contraire figurant dans le Dossier d'Appel d'Offres, le montant du marché will cover the whole of works described in Article 1.1 of the RGAO, on the basis of the Price Schedule and the Quantitative and Estimated Quantitative Detail presented by the tenderer.

14.2. The Bidder will complete the unit and total prices of all items in the price schedule and the Quantitative and Estimated Detail.

14.3. Please reserve the contrary provisions of the RPAO and the CCAP, all duties, taxes and taxes payable on Bidder under the future Contract, or in any other capacity, thirty (30) days before the deadline for submission of tenders will be included in the prices and in the total amount of its tender.

14.4. If the clauses for the revision and/or updating of prices are provided for in the contract, the date of establishment of the initial prices and the arrangements for revising and/or updating the said principles must be specified. It being understood that any contract whose performance period is at most equal to one (1) year may not be subject to price revision.

14.5. All unit prices with quantities must be justified by sub-details established in accordance with the framework proposed in Exhibit 8 of the DAO.

Article 15 : Currencies subject to settlement

15.1. In the case of International Tenders, the currencies of the offer must follow the provisions of either Option A or Option B below; the option applicable is the one retained in the RPAO.

15.2. Option A: the amount of the tender is denominated entirely in national currency

The amount of the tender, the unit prices of the price schedule and the prices of the quantitative and estimated retail are denominated entirely en CFA francs as follows:

a. The sums shall be fully denominated in the national currency. The tenderer who intends to incur expenditure in other currencies for the execution of the Works shall indicate in the annex to the tender the percentage or percentages of the amount of the tender necessary to cover the requirements in foreign currencies, not exceeding a maximum of three currencies of the member countries of the market financing institution.

b. The tenders used for the Tender to convert son of the tender into national currency shall be specified by the tenderer as an annex to the tender in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange rate risk is borne by the successful Bidder.

15.3. Option B: The amount of the bid is directly denominated in domestic and foreign currency at

the rates set out in the RPAO.

The Bidder will label the unit prices of the price schedule and the prices of the quantitative and estimated Retail as follows:

- a. The prices of the inputs necessary for the Works that the Bidder intends to obtain in the country from the Contracting Authority will be denominated in the currency of the country to the Contracting Authority specified in the RPAO and referred to as "national currency".
- b. The prices of the inputs necessary for the Works that the Tenderer intends to procure outside the country from the Contracting Authority shall be denominated in the currency of the tenderer's country or that of an eligible Member Country widely used in international trade.

15.4. The Contracting Authority may ask tenderers 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; to this end, a detailed statement of its foreign currency requirements will be provided by the tenderer.

15.5. During the execution of the works, most of the foreign currencies remaining to be paid on the amount of the contract may be revised by mutual agreement between the Contracting Authority and the co-contractor in order to take into account any change in the foreign exchange requirements under the contract.

Article 16: Validity of offers

16.1. Tenders must remain valid for the period specified in the Special Regulations of the Call for Tenders from the date of submission of tenders set by the Contracting Authority, pursuant to Article 22 of the RGAO. An offer valid for a shorter period will be rejected by the Contracting Authority as non-compliant.

16.2. In exceptional circumstances, the Contracting Authority may seek the consent of the tenderer to an extension of the period of validity. The request and the answers to be made to him will be in writing (or by fax). The validity of the tender deposit provided for in Article 17 of the RGAO will likewise be extended for a corresponding period. A Bidder may refuse to extend the validity of its tender without losing its bid bond. Un soumissionnaire qui consent à un prolongation will not be asked to modify its offer, nor will it be allowed to do so.

16.3. When the contract does not include a price revision article and the period of validity of the tenders is extended by more than sixty (60) days, the amounts payable to the successful tenderer will be updated by application of the relevant form contained in the request for extension that the Contracting Authority will send to the tenderer(s).

The update period will run from the date of exceedance of sixty (60) days to the date of notification of the contract or the service order to start work to the successful bidder, as provided for by the CCAP. The effect of the update shall not be taken into account for the purposes of evaluating tenders.

Article 17: Bid bond

17.1. Applying Article 13 of the RGAO, the tenderer shall provide a guarantee of submitters specified in the Special Rule the Appel d'Offres, which will be an integral part of its offer.

17.2. The tender guarantee will conform to the model presented in the Tender Documents; other models may be authorized, subject to prior approval by the Contracting Authority. The tender deadline shall remain valid for thirty (30) days beyond the initial expiry date of the tenders, or any

new expiry date requested by the Contracting Authority and accepted by the tenderer, in accordance with the provisions of Article 16.2 of the GDPR.

17.3. Any tender not accompanied by an acceptable Bid Bond shall be rejected by the Departmental Commission of Passation des Marchés comme non-compliant. The case of submitters of a group of undertakings must be established au nom du du agent submitting the tender and mention each of the members of the grouping.

17.4. The bid bonds and tenders of unsuccessful bidders will be returned within fifteen (15) days from the date of publication of the results.

17.5. The tender security of the successful tenderer of the Contract will be released as soon as the latter has signed the contract and provided the required final security.

17.6. The bid security may be seized:

has. If the tenderer withdraws its tender during the period of validity;

b. If, the successful bidder:

- i. Failure to comply with its obligation to enter into the contract pursuant to Article 38 of the GDPR, or
- ii. Failure to provide the final security pursuant to Article 39 of the GDPR.
- iii. Refuses to receive notification of the contract or service order for the start-up of the services.

Article 18 : Alternative proposals by tenderers

18.1. Where the work can be carried out within variable execution periods, the RPAO shall specify these deadlines and indicate the method used for the evaluation of the completion time proposed by the tenderer within the specified deadlines. Tenders offering time limits beyond those specified shall be considered as non-compliant.

18.2. Except in the case mentioned in Article 18.3 below, tenderers wishing to offer technical variants must first quantify the basic solution to the Contracting Authority as described in the Tender Documents, and also provide all the information that the Contracting Authority needs to carry out the complete evaluation of the proposed variant, including proposed plans, calculation notes, technical specifications, price sub-details and construction methods, and any other useful details. The Contracting Authority will only examine the technical variants, if any, of the tenderer whose tender conforming to the basic solution has been evaluated the lowest bidder.

18.3. Where tenderers are authorised, in accordance with the RPAO, 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 shall be evaluated on their own merit in accordance with the provisions of Article 32.2(g) of the GDPR.

Article 19: Meeting prepared for the preparation of tenders

19.1. Unless the RPAO provides otherwise, the Tenderer may be invited to attend a preparatory meeting to be held at the place and date indicated in the RPAO.

19.2. The purpose of the preparatory meeting will be to provide clarification and answers to any questions that may arise at this stage.

19.3. The Bidder is requested, as far as possible, to submit any question in writing so that it reaches the Contracting Authority at least one week before the preparatory meeting. The Client may not be

able to answer questions received too late during the meeting. In this case, the questions and answers will be transmitted in accordance with the terms of Article 19.4 below.

19.4. The minutes of the meeting, including the text of the questions asked and the answers given, including the answers prepared after the meeting, will be transmitted without delay to all those who have purchased the Tender Documents. Any modification of the tender documents listed in Article 8 of the RGAO that may prove necessary at the end of the preparatory meeting will be made by the Contracting Authority by publishing an addendum in accordance with the provisions of Article 10 of the RGAO; the minutes of the preparatory meeting cannot take its place.

19.5. The fact that a tenderer does not attend the preparatory meeting for the preparation of tenders shall not be grounds for disqualification.

Article 20: Form and signature of the offer

20.1. The Tenderer shall prepare an original of the constituent documents of the offer described in Article 13 of the GDPR, in a volume clearly marked "ORIGINAL". In addition, the Bidder will submit the required number of copies in the RPAO, marked "COPY". In the event of a discrepancy between the original and the copies, the original shall prevail.

20.2. The origin and all copies of the tender must be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorised to sign Bidder, in accordance with Article 6.1

(a) or 6.2 (c) of the RGAO, as the case may be. All pages of the offer that include overloads or changes will be initialised by the offer signatory(s).

20.3. The tender must not contain any modification, deletion or overload, unless such corrections are initialised by the signatory or signatories of the tender.

D. Submission of tenders

Article 21: Sealing and marking of tenders

21.1. The Tenderer shall place the original and copies of the documents constituting the tender in two separate and sealed envelopes marked "ORIGINAL" and "COPY", as the case may be. These envelopes will then be placed in an outer envelope which must also be sealed, but which must not give any indication of the identity of the Bidder.

21.2. Inner and outer envelopes:

- a. Be addressed to the Contracting Authority at the address indicated in the Special Regulations of the Call for Tenders;
- b. Will bear the name of the project as well as the object and number of the Notice of Call for Tenders indicated in the RPAO, and the mention "*To be opened only in counting session*".

21.3. The inner envelopes shall also bear the address of the Tenderer in such a way as to enable the Contracting Authority to return the sealed tender if it has been declared out of time in accordance with the provisions of Articles 23 and 24 of the RGAO.

21.4. If the outer envelope is not sealed and marked as indicated in Articles 21.1 and 21.2 above, the Contracting Authority shall not be liable in any way if the tender is lost or opened prematurely.

Article 22: Deadline date and time for submission of tenders

22.1. Tenders must be received by the Contracting Authority at the address specified in Article 21.2 of the RPAO no later than the date and time specified in the Special Regulations of the Call for Tenders.

22.2. The Contracting Authority may, at its discretion, postpone the deadline set for the submission

of tenders by publishing an addendum in accordance with the provisions of Article 10 of the RGAO. In this case, all rights and obligations to the Contracting Authority and Bidders previously governed by the initial deadline will be governed by the new deadline.

Article 23: Tenders out of time

Any tender received by the Contracting Authority after the deadlines and deadlines set for the submission of tenders in accordance with Article 22 of the GDPR will be declared out of time and, therefore, rejected.

Article 24: Modification, substitution and withdrawal of offers

24.1. A Tenderer may modify, replace or withdraw his tender after having submitted it, provided that written notification of the modification or withdrawal is received by the Contracting Authority before completing it within the prescribed period for the submission of tenders. Such notification shall be signed by a representative authorized pursuant to Article 20.2 of the GTAO. The corresponding amendment or offer of replacement must be attached to the written notification. Envelopes must be clearly marked "WITHDRAWAL" and "OFFER TO REPLACE" or "MODIFICATION", as appropriate.

24.2. The notification of modification, replacement or withdrawal of the tender of the Tender shall be prepared, sealed, marked and sent in accordance with the provisions of Article 21 of the GDPR. The withdrawal may also be notified by fax, but in this case must be confirmed by a duly signed written notification, the date of which, as evidenced by the postmark, shall not be later than the deadline for the submission of tenders.

24.3. Tenders requesting withdrawal pursuant to Article 24.1 shall be returned to them without having been opened.

24.4. No tender may be withdrawn within the interval between the final date for the submission of tenders and the expiry of the period of validity of the tender specified in the submission model. Any withdrawal by a Bidder of its tender during this interval entails the confiscation of the tender security in accordance with the provisions of Article 17.6 of the RGAO.

E. Opening of bids and evaluation of tenders

Article 25: Opening of envelopes and appeal

25.1. The opening of all envelopes is done in one time, however for complex projects including those that have been the subject of a pre-qualification procedure, the opening can be done in two stages.

The competent Procurement Commission will open the envelopes in one or two stages and in the presence of the representatives of the tenderers concerned who wish to attend, on the date, time and address indicated in the RPAO. The representatives of tenderers who are present will sign a register or a sheet attesting to their presence.

25.2. In the first instance, the envelopes marked "Withdrawal" will be opened and their contents announced aloud, while the envelope containing the corresponding tender will be returned to the Tenderer without having been opened. The withdrawal of an offer will only be permitted if the corresponding notification contains a valid authorization of the signatory to request the withdrawal and if this notification is read aloud. Then, the envelopes marked "Replacement Offer" will be opened and announced aloud and the corresponding new offer substituted for the previous one, which will be returned to the Tender concerned sans avoir été Open. The replacement of the offer will only be allowed if the corresponding notification contains a valid authorization of the signatory to request the replacement and is read aloud. Finally, envelopes marked "modification"

will be opened and their container lu à haute voix with the corresponding offer. The amendment of the offer will only be authorised if the corresponding notification contains a valid authorisation from the signatory to request the amendment and shall be read aloud. Only offers that have been opened and announced loudly when the envelopes are opened will then be evaluated.

25.3. All envelopes shall be opened one after the other and the name of the tenderer announced aloud as well as any mention of a modification, the price of the tender, including any discount [in the event of the opening of financial tenders] and any variant where applicable, the existence of a tender guarantee if required, and any other details that the Contracting Authority may deem useful to mention. Only discounts and variants of the offer announced aloud when the envelopes are opened will be subject to evaluation.

25.4. Tenders (and amendments received in accordance with the provisions of Article 24 of the GDPR) which have not been opened and read aloud during the opening session of the envelopes, for whatever reason, shall not be subject to evaluation.

25.5. A report of the opening of the envelopes shall be drawn up at a meeting which shall mention the admissibility of the tenders, their administrative regularity, their prices, their discounts, their deadlines and the establishment of the sub-committee on analysis. A copy of the minutes, to which the attendance sheet is annexed, shall be given to all participants at the end of the sitting.

25.6. At the end of each second session of opening of the envelopes, the chairman of the committee shall immediately make available to the focal point designated by the body responsible for regulating public procurement, a initialled copy of the tenderers' tenders.

25.7. In the event of an appeal, as provided for by the Public Procurement Code, it must be sent to the Minister Delegate to the Presidency in charge of Public Procurement with copies to the body in charge of the regulation of Public Procurement and to the Head of Structure with which the commission concerned is placed.

It must reach within a maximum period of three (03) working days after the opening of the envelopes, in the form of a letter to which must be attached a sheet of the appeal form duly signed by the applicant and, possibly, by the President of the Procurement Commission.

The Independent Observer shall attach to his report the leaflet submitted to him, together with the comments or observations relating thereto.

Article 26: Confidential nature of the proceedings

26.1. No information relating to the examination, evaluation, comparison of tenders, verification of the qualification of tenderers and proposal for the award of the Contract shall be given to tenderers or to any other person not concerned by the said procedure until the award of the Contract has been made public, on pain of disqualification of the Tenderer's tender and suspension of the authors of all activities in the field of Procurement.

26.2. Any attempt by a tenderer to influence the Procurement Commission or the Analysis Sub-Commission in the evaluation of tenders or the Contracting Authority in the award decision may result in the rejection of its tender.

26.3. Notwithstanding the provisions of paragraph 26.2, between the opening of the tenders and the award of the contract, if the tenderer wishes to contact the Contracting Authority for reasons relating to its tender, it must do so in writing.

Article 27: Clarifications on tenders and contacts with the Procurement Commission

27.1. In order to facilitate the examination, evaluation and co-solicitation of tenders, the Commission de Octroi des Marchés may, if it so wishes, ask any tenderer to give clarifications on

his tender. The request for clarification and the reply given to it shall be made in writing, but no change in the amount submitted shall be sought, offered or authorised, unless this is necessary to confirm the correction of calculation errors discovered by the Sub-Committee on Analysis during the evaluation of the tenders in accordance with the provisions of Article 30 of the RGAO.

27.2. Subject to the provisions of paragraph 1 above, tenderers shall not contact the members of the Procurement Commission and the Sub-Committee for questions relating to their tenders, between the opening of the tenders and the award of the contract.

Article 28: Determination of the conformity of tenders

28.1. The Sub-Commission for Analysis shall carry out a detailed examination of the tenders to determine whether they are complete, whether the required guarantees have been provided, whether the documents have been correctly signed, and whether the tenders are generally in good order.

28.2. The Sub-Commission for Analysis will determine whether the tender essentially complies with the provisions of the Tender Documents on the basis of its content without recourse to extrinsic evidence.

28.3. An offer in accordance with the tender dossier is an offer that complies with all the terms, conditions, and specifications of the Tender File, without any divergence or significant reservation. An important divergence or reservation is one that:

- i. Materially affects the extent, quality or performance of the Work;
- ii. Significantly limits, in contradiction with the Tender File, the rights of the Contracting Authority or its obligations under the Contract;
- iii. Such that its correction would unfairly affect the competitiveness of other tenderers submitted tenders which essentially conform to the Tender Dossier.

28.4. If it is not substantially compliant, it will be dismissed by the competent Procurement Commission and cannot subsequently be brought into conformity.

28.5 . The Contracting Authority reserves the right to accept or reject any modification, subject to any reservation. Modifications , discrepancies, variants and other factors that exceed the requirements of the Tender Dossier shall not be taken into account when evaluating tenders.

Article 29: Qualification of the tenderer

La Sous-commission will ensure that the Tenderer selected for having submitted the tender substantially in accordance with the provisions of the tender dossier, meets the qualification criteria stipulated in Article 6 of the RPAO. It is essential to avoid arbitrariness in determining qualification.

Article 30: Correction of errors

30.1. The Sub-Commission for Analysis will verify the tenders recognised as essentially in conformity with the Tender Documents in order to rectify any calculation errors. The Analysis Sub-Committee will correct the errors as follows:

has. If there is a contradiction between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price shall prevail and the total price shall be corrected, unless,

in the opinion of the Sub-Commission for Analysis, the decimal point of the decimal places of the unit price is manifestly misplaced, in which case the total price indicated shall prevail and the unit price shall be corrected;

If the total obtained by adding or subtracting the subtotals is not accurate, the subtotals will prevail and the total will be corrected;

c. If there is a contradiction between the price indicated in letters and in figures, the amount in letters shall prevail, unless this amount is related to an arithmetic error confirmed by the sub-detail of said price, in which case the amount in figures shall prevail subject to subparagraphs (a) and (b) above.

30.2. The amount appearing in the Submission will be corrected by the Sub-Commission for Analysis, in accordance with the aforementioned error correction procedure and, with the confirmation of the Tenderer, said amount will be deemed to commit it.

30.3. If the Bidder who submitted the lowest evaluated tender does not accept the corrections made, his tender will be rejected and his guarantee may be seized.

Article 31: Conversion into a single currency

31.1. To facilitate the evaluation and comparison of tenders, the analysis sub-commission will convert the prices of the tenders expressed in the various currencies in which the amount of the tender is payable in CFA francs.

31.2. The conversion will be made using the selling price set by the Bank of Central African States (BEAC), under the conditions defined by the RPAO.

Article 32 : Evaluation et comparaison tenders at the financial level

32.1. Only tenders found to be compliant, in accordance with the provisions of Article 28 of the RGAO, shall be evaluated and compared by the Sub-Commission for Analysis.

32.2. In evaluating the tenders, the sub-commission shall determine for each tender the evaluated amount of the tender by correcting its amount as follows:

a. Correcting any possible errors in accordance with the provisions of Article 30.2 of the GDPR;

b. By excluding provisional amounts and, where applicable, provisions for contingencies in the Quantitative and Estimated Summary Detail, but adding the amount of work under management, when they are competitively quantified as specified in the RPAO;

c. By converting into a single currency the amount resulting from rectifications (a) and (b) above, in accordance with the provisions of Article 31.2 of the GDPR;

d. Adjusting appropriately, on a technical or financial basis, any other quantifiable modification, discrepancy or reservation;

e. Taking into consideration the different execution deadlines proposed by the tenderers, if they are authorized by the RPAO;

f. Where applicable, in accordance with the provisions of Article 13.2 of the RGAO and the RPAO, applying the discounts offered by the Tenderer for the award of more than one lot, if this call for tenders is launched simultaneously for several lots.

g. Where appropriate, in accordance with the provisions of Article 18.3 of the RPAO and the Technical Specifications, the proposed technical variants, if permitted, will be evaluated according to their own merit and regardless of whether or not the Bidder has offered a price for the technical solution specified by the Contracting Authority in the RPAO.

32.3. The estimated effect of price revision formulas contained in the CCAG and CCAP, applied during the period of performance of the Contract, will not be taken into account during the evaluation of the tenders.

32.4. If the offer assessed the lowest is considered abnormally low or is strongly unbalanced in relation to the Contracting Authority's estimate of the work to be carried out under the Contract, the sub-committee for analysis may, from the price sub-detail provided by the tenderer for any element, or for all elements of the Quantitative and Estimated Detail, verify whether those prices are consistent with the construction methods and the proposed schedule. In the event that the supporting documents submitted by the tenderer do not seem satisfactory, the Contracting Authority may reject the said tender after the technical opinion of the Public Procurement Regulatory Agency.

Article 33 : Preference granted to national tenderers

National SMEs benefit from a national margin of preference as provided for by the Public Procurement Code for the purpose of evaluating tenders.

Article 34 : Attribution

34.1. The Contracting Authority shall award the Contract to the Tenderer whose tender has been found to be essentially in conformity with the Tender Documents and who has the technical and financial capacities required to perform the Contract satisfactorily and whose tender has been evaluated by the less-saying by including, where appropriate, the proposed discounts.

34.2. Yes, selon l'Article 13.2 du RGAO, the call for tenders carried on several lots, the lowest bidder will be determined by evaluating this contract in conjunction with the other lots to be awarded concurrently, en prenant takes into account the discounts offered by tenderers in the event of the award of more than one lot.

34.3 Any award of works contracts is made to the Bidder fulfilling the required technical and financial capacities resulting from the evaluation criteria and presenting the lowest evaluated tender.

Article 35: Right of the Contracting Authority to declare a Call for Tenders unsuccessful or to cancel a procedure

The Contracting Authority reserves the right to cancel a Tender procedure after authorization of the Minister Delegate to the Presidency in charge of Public Procurement when the tenders have been opened or to declare an unsuccessful Call for Tenders after the opinion of the competent Procurement Commission, without there being any need for a complaint.

Article 36: Notification of the award of the contract

Before the expiry of the period of validity of the tenders fixed by rpao, the Contracting Authority shall notify the successful tenderer of the Contract by fax confirmed by registered letter or by any other means that his tender has been selected. This letter will indicate the amount that the Contracting Authority will pay to the co-contractor for the execution of the works and the deadline for execution.

Article 37 : Publication of results of attribution of the market and appeal

37.1. The Contracting Authority shall communicate to any tenderer or administration concerned, on request addressed to him within a maximum period of five (5) days after the publication of the award results, the report of the independent observer as well as the minutes of the award session of the contract relating thereto to which is annexed the report of analysis of the tenders.

37.2. The Contracting Authority is required to communicate the reasons for rejection of the tenders of the tenderers concerned who so request.

37.3. After the publication of the result of the award, tenders not withdrawn within a maximum period of fifteen (15) days will be destroyed, without there being any need for complaint, with the exception of the copy intended for the body responsible for regulating public procurement.

37.4. In the event of an appeal, it must be sent to the Authority in charge of public procurement, with copies to the Agence de Régulation des Marchés Publics, the Contracting Authority and the President of the said Commission.

It must take place within a maximum period of five (05) working days after the publication of the results.

Article 38: Signature of the contract

38.1. After publication of the results, the draft contract subscribed by the successful tenderer shall be submitted to the competent Procurement Commission for examination and opinion, and, where appropriate, to the prior approval of the Minister in charge of Public Procurement.

38.2. The Contracting Authority has a period of seven (07) days for the signature of the contract from the date of receipt of the draft contract examined by the competent Procurement Commission and subscribed by the successful tenderer and after the approval of the competent Financial Controller.

38.3. The contract must be notified to its holder within five (05) days following the date of its signature by the Head of the Procurement Department.

Article 39: Definitive guarantee

39.1. Within twenty (20) days of notification of the contract by the Head of the Procurement Department, the co-contractor will provide the Contracting Authority with a guarantee guaranteeing the full execution of the work.

39.2. The guarantee, the rate of which varies between 2 and 5% of the amount including VAT of the contract, may be replaced by the guarantee of a banking institution authorized in accordance with the texts in force, and issued for the benefit of the Contracting Authority or by a personal and joint and several guarantee.

39.3. Small and medium-sized enterprises (SMEs) with national capital and managers may produce in lieu of the guarantee, i.e. a legal hypothesis, or a caution of a banking institution or a financial body approved for the first time in the context of the texts in force.

39.4. Failure to produce the final security within the prescribed time limits is likely to give rise to the termination of the contract under the conditions laid down in the CCAG.

Part03:
Special Regulations of the
Call for Tenders (RPAO)

Special Regulations of the Call for Tenders

The following provisions, which are specific to the Works that are the subject of the Call for Tenders, supplement or, where appropriate, specify the provisions of the RGAO. In the event of a conflict, the following provisions shall prevail over those of the RGAO. The numbers in the first column refer to the corresponding article of the RGAO.

RGAO Referenc es	General					
1.1	definition of work: as part of the cantonment campaign on the national road network, the Mayor Batibo Council, project owner, launches an Open National Invitation to Tender, in emergency procedure for THE EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK 0+000 TO PK 43+000) 43 KM., North West Region; annual programme 2022.					
	The work is divided into a lot according to the following road :					
	Sections	Commune crossed	Highway Code	Length (Km)	Budget Provisional TTC	Deadline (months)
	Bamenda – Bali - Batibo (from 0+000 to pk 43+000)	Batibo	N6	43	25,000,000	Twelve (12)months
	TOTAL			43	25,000,000	
	This work includes the following operations (specific to each Commune): <ul style="list-style-type: none"> • Task 1: Weeding or clearing of roadside; • Spot 2: Pruning of trees and/or shrubs; • Task 3: Possible felling of trees and/or shrubs; • Task 4: Stripping and cleaning of shoulders; • Task 5: Cleaning of existing hydraulic structures; • Task 6: Cleaning of ditches and outlets; • Task 7: Clearance upstream and downstream of engineering structures and on sections of the riverbed; 					
1.2.	Deadline: The overall completion time of the work is twelve (12) calendar months: two (02) phases with an interval of at least six (06) months between passes. This period runs from the date of notification of the service order to start the work.					
2.1	Funding source(s): The works subject to this Call for Tenders are financed by the Budget of the Ministry of Public Works through the Road Fund line for 2022 and subsequent financial years. The estimated cost of all the work provided for in this National Open Call for Tenders is: twenty five million (25,000,000) FCFA All Taxes Included.					

6.1	<p>Main criteria for evaluating tenders</p> <p>Elimination criteria:</p> <ul style="list-style-type: none"> a) Absence of the bid bond; b) Absence after a period of 48 hours after the submission of tenders, of at least one of the documents in the administrative file with the exception of the tender security; c) Non-compliance after a period of 48 hours after the submission of tenders, of at least one of the documents in the administrative file; d) False declaration, falsified or non-authentic document; e) Incomplete Technical Offer for lack of: <ul style="list-style-type: none"> • Incomplete or non-compliant documents; • False declaration, forged or scanned documents; • Non existence in the technical file of the rubric « organization, methodology and planning » • Absence of the pre-financing capacity of at least six million two hundred and fifty thousand (6,250,000) F CFA. f) • Technical assessment mark lower than 75% of "Yes".Omission of a quantified unit price in the BPU and EQA; g) Incomplete Financial Offer for absence of one of the following: <ul style="list-style-type: none"> ➢ A submission; ➢ The unit price schedule (BPU) according to the model with indication of prices excluding VAT in numbers and letters, completed legibly; ➢ Quantitative and estimated detail (DQE); ➢ The sub-detail of unit prices; h) Have not obtained at least a total of 07 criteria out of all 10 at the end of the scoring of the essential technical criteria. <p>Essential criteria:</p> <p>Technical offers are scored according to the following ten (10) essential criteria:</p> <ul style="list-style-type: none"> a. Management staff of the Company on three (03) criteria; b. The construction equipment to be mobilized on five (05) criteria; c. References of the Company on two (02) criteria. <p>NB: Any public official listed among the staff and who has not presented all the documents likely to justify his release from the Civil Service will be considered invalid.</p>
12.	<p>Language(s) of the offer: French or English</p>
	<p>Preparation of tenders</p> <p>The list of documents referred to in Article 13 of the GDPR must be completed, grouped into three volumes inserted respectively in inner envelopes and detailed as follows:</p> <p>Volume 1: Documents constituting the administrative file</p> <ul style="list-style-type: none"> 1.1. The original of the provisional guarantee deed of the amount as specified in the Notice of Call for Tenders (Exhibit 1 of the DAO), and a period of validity of 120 days from the initial date of submission of the tenders; 1.2. The original of the certificate of non-royalty; 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 procurement issued by the Public

	Procurement Regulatory Agency (ARMP).
13.1.	<p>1.5. The original of the certificate signed by the Director of the National Social Security Fund, or one of his duly mandated representatives, certifying that he has actually paid to the fund the sums for which he is liable and specifying the subject of the tender and the number of the Call for Tenders;</p> <p>1.6. The original of the tenderer's bank domiciliation certificate to which the contract will be domiciled in the event of an award. It must be issued by a Bank approved by the Minister in charge of Finance;</p> <p>1.7. The original of the receipt of payment to the Public Treasury of the acquisition costs of the Tender File and the certificate of withdrawal of the Tender File.</p> <p>1.8. The powers in accordance with the model (Exhibit 9.10) in the event that the tenderer acts as agent of a group of undertakings;</p> <p>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 successful, for the performance of the contract (see model 9.11);</p> <p>1.10. The Special Regulations of the Call for Tenders initialled on each page signed on the last page;</p> <p>1.11. The guarantee templates initialled on each page;</p> <p>1.12. The Market project template initialled on each page and signed on the last page;</p> <p>1.13. The initialled model for the election of domicile;</p> <p>1.14. The Technical Specifications initialled on each page and signed on the last page.</p> <p>These administrative documents have a validity period of three (03) months. The deadline for the validity of the above administrative documents must be later than that of launching the Call for Tenders in accordance with Article 90.3 of Decree 2018/366 of 20 June 2018 on the Public Procurement Code. In the case of a group of undertakings, each member of the group shall produce each of the administrative documents listed above with the exception of Exhibits 1.1, 1.6 to 1.14.</p> <p>Volume 2: Parts constituting the technical offer</p> <p>2.1 Site visit; the bidder will produce the following two documents:</p> <ul style="list-style-type: none"> - The certificate of visit of the premises according to the model (Exhibit 9.4) dated, sealed and signed on the honor by the tenderer (this Certificate as well as the whole offer commits the tenderer who will not be able to rely on the lack of knowledge of the site for possible claims); - The site visit report, initialled at each and signed on the last page by the tenderer. This report must be documented and illustrative. <p>2.2 The declaration on his honour attesting that the tenderer has not abandoned a contract in the last three years, and that he is not on the list of defaulting companies established by the Ministry of Public Procurement;</p> <p>2.3 Personnel</p> <p>The Other Party must have, or have undertaken to hire before the start of the work and for the duration of the project, the necessary competent technical staff, namely:</p> <ul style="list-style-type: none"> - <u>A Works Supervisor</u> <i>One (01) Works manager, minimum level of senior technician in civil Engineering Technician, with at least three (03) years of experience in the field of road works, with at least one (01) cantonment project carried out in this position (attach 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, as well as a certificate of availability signed by the candidate);</i> - <u>A Site Manager</u> <i>One (01) Site Manager, minimum level of Technical in Civil Engineering, having at least three (03) years of experience in the field of road works, with at least one (01) cantonment project carried out in this position (attach curriculum vitae signed by the candidates, a certified copy of the highest</i>

diploma 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: The proposed personnel will only be considered for the evaluation if the required supporting documents, less than three months old and relating to said staff, are provided and signed.

2.4 Construction equipment

The company will have to prove the ownership and condition of the equipment necessary for the execution of the work. The supporting documents of the equipment are certified photocopies of the registration documents legalized by the competent services of the Ministry of Transport or certified photocopies of customs clearance certificates dating from less than three months to the deadline for submission of tenders for rolling stock, and certified photocopies of invoices for other equipment.

In case of rental, attach a copy of the rental contract and certified copies of the documents justifying that the party renting the equipment owns it with the exception of MATGENIE. These documents must be less than three months old by the deadline for submission of tenders. The list of minimum equipment to be provided is as follows:

- **Equipment to be supplied on own or for rent:**

- One (01) pick-up liaison 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 References of the Other Party during the last four years (2018-2021) (attach the first and last pages of registered contracts and minutes of receipt or certificate of completion).

These references (at least four (04)) must prove that the tenderer has executed during the last ten years 2018-2021, contracts for the cantoning or construction of roads or the rehabilitation of roads or the opening of roads or the development of roads or road maintenance or any other road works.

2.6 Organization, methodology and planning:

The tenderer must submit in his tender, under penalty of elimination, a technical note showing his understanding of the planned operations and a schedule of organization of work.

2.7 List of ongoing projects with their execution rate.

Volume 3: Documents constituting the financial offer

3.1 A quote on stamped paper, conforming to the attached model (Exhibit 10.1), signed and dated;

3.2 The price schedule (Exhibit 6) following the model with indication of the prices excluding VAT in figures and letters, completed legibly;

3.3 Quantitative and estimated details of the work (Exhibit 7);

3.4 Price sub-details (Exhibit 9.9). and the breakdown of fixed prices and construction costs.

NB: All documents of the initialled financial offer, in addition to the last pages must be signed, sealed and dated.

Price and currency of the offer

14.4. Market prices are firm and non-revisable .

15.2. The amount of the tender is denominated entirely in national currency (CFA franc).

	Preparation and submission of tenders
16.1.	<p>Period of validity of offers:</p> <ol style="list-style-type: none"> Tenderers shall remain bound by their tender for a period of ninety (90) days from the deadline set for the submission of tenders, during which time the Contracting Authority shall notify the selected undertakings of its choice. In exceptional circumstances, before the expiry of the initial period of validity of tenders, the Contracting Authority may request tenderers to extend the period of validity for an additional specified period. The request and responses must be made in writing. A Bidder may refuse to extend the validity of its tender without losing the tender bond. The Bidder who agrees to extend the period of validity of his tender may not modify his tender, but he must extend the period of validity of the Tender Bond accordingly and this, in accordance with the provisions of Article 17 of the RGAO.
17.1.	<p>Amount of the bid bond:</p> <ol style="list-style-type: none"> Pursuant to Article 6 of the RPAO, the Bidder will provide a bid bond of the amount specified in the Tender Notice, which will be an integral part of its tender. The bid bond will be in accordance with the model presented in the Tender File. The Bid Bond will remain valid for thirty (30) days beyond the original initial date of validity of the tenders, or any new expiry date requested by the Contracting Authority and accepted by the Bidder, in accordance with the provisions of Article 16.2 of the RPAO. Any offer not accompanied by an acceptable Bid Bond will be rejected by the competent Ministerial Procurement Commission as non-compliant. The Tender Guarantee of a group of undertakings must be drawn up in the name of a member of the group submitting the tender. The Bid Bonds and the tenders of the unsuccessful tenderers 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 body responsible for the regulation of public procurement. Tenders not withdrawn within this period shall be destroyed, without any need to lodge a complaint. The Tender Bond of the successful tenderer will be released as soon as the latter has signed the contract and provided the required final bond. The Submission Deposit can be seized: <ol style="list-style-type: none"> if the Tenderer withdraws its tender during the period of validity, except in the case mentioned in Article 24.2 of the RGAO if, within the time limits laid down in Article 37 of the GDPR, the successful tenderer of the Contract does not succeed: <ol style="list-style-type: none"> <i>to sign the contract, or</i> <i>to provide the required Final Bond.</i>
20.1.	<p>Number of copies of the offer that must be completed and sent :</p> <ol style="list-style-type: none"> The Bidder will prepare an original of the tender documents 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 a discrepancy between the original and the copies, the original shall prevail. The submission of tenders will have to take into account the principle of separation of administrative documents (volume 1) from the technical tender (volume 2) and the financial offer (volume 3).

21.2.	<p>Address of the Contracting Authority to be used for sending tenders: Tenders will be submitted against receipt in closed envelopes, in the services of the project owner, in particular at the Town Hall of Batibo council. Tenders must bear the words:</p> <p style="text-align: center;">« OPEN NATIONAL INVITATION TO TENDERS, EMERGENCY PROCEDURE N°0004/ONIT/BC/BCITB/2022 OF 03/03/2022 FOR THE EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK 0+000 TO PK 43+000) 43 KM., MOMO DIVISION, NORTH WEST REGION; ANNUAL PROGRAMME 2022.</p> <p style="text-align: center;"><u>FUNDING:</u> MINTP BUDGET, ROAD FONDS LINE - 2022 FINANCIAL YEARS. To be opened only in counting session".</p>
22.1.	<p>Deadline for submission of tenders: Tenders will be submitted no later than 29/03/2022</p>
25.1	<p>Place, date and time of opening of the envelopes: The opening of tenders will take place on 29/03/2022 <i>(set the date of submission of tenders)</i> from _____ <i>(opening time of tenders, one hour after that of submission of tenders)</i> 11 a.m. sharp in the meeting room of the Internal Procurement Committee <i>(specify the competent committee)</i> sitting at _____ All tenderers may attend this opening session or be represented by a single duly mandated person (even in the case of a grouping) of their choice with perfect knowledge of the file.</p>
	<p>Evaluation and comparison of offers</p>
31.2.	<p>Currency used for conversion into a single currency: The CFA franc Source of the exchange rate: The Bank of Central African States (BEAC).</p>

32.2 (g).	<ol style="list-style-type: none"> 1) Before carrying out the detailed evaluation of the tenders, the Ministerial Procurement Commission will verify that each tender essentially complies with the conditions set out in the Tender Dossier. 2) An offer that essentially conforms to the Tender File is an offer that complies with all the terms, conditions, and specifications of the Tender File, without any discrepancy or significant reservation. An important divergence or reservation is one that: <ol style="list-style-type: none"> (i) significantly affects the extent, quality or performance of the Work; (ii) significantly limits, in contradiction with the Tender File, the rights of the Contracting Authority or the obligations of the Administration under the Contract; or (iii) is such that its correction would unfairly affect the competitiveness of the other tenderers who have submitted tenders which essentially comply with the Tender Documents. 3) The Procurement Commission will determine whether the tender essentially complies with the provisions of the Tender Dossier on the basis of its content without recourse to intrinsic evidence. 4) If a tender is essentially not compliant, it will be rejected by the Ministerial Commission on Contracts and cannot subsequently be made compliant. 5) At the end of the opening of the envelopes in one time, the copies of the tenders received and initialled are entrusted to an analysis sub-committee for detailed evaluation of the tenders according to the following three stages:
	<ul style="list-style-type: none"> • Step¹: Examination of the conformity of administrative documents (Volume 1) Under penalty of elimination, the Administrative File must be complete and contain all the authentic and compliant documents listed in Article 13 of this RPAO. All required documents must be dated less than three (03) months by the deadline for submission of tenders and conform to the models. Any false declaration or presentation of falsified documents are grounds for rejection of the offer with prejudice to any criminal proceedings. Only tenders presenting a compliant administrative file will be evaluated technically. • 2nd step: Evaluation of the technical offer (Volume 2). Each tender to be declared technically compliant must have met all the eliminatory criteria and obtained 07 sub-criteria out of 10 evaluated in accordance with Article 6.1 of the RPAO. • Step³: Evaluation of the financial offer (Volume 3) Only the tenders of the tenderers who have been selected following the evaluation of the technical tenders will be evaluated financially. In evaluating the tenders, the "evaluated amount" of the tender is determined for each tender by correcting its proposed amount as follows: The amount shown in the tender shall be corrected in accordance with the procedure detailed in Article 30 of the GDPR concerning the correction of errors; The prices offered for posts where quantities are not foreseen will not form part of the contract.
	Award of the contract
34.1 and 34.2	<p>The contract will be awarded to the tenderer presenting the lowest evaluated tender as the case may be and meeting the required administrative, technical and financial criteria.</p> <p>A maximum of ____</p>
	Final bond

<p>39.1 and 39.2</p>	<p>The final guarantee will guarantee the full execution of the work and will be constituted according to the model annexed to this DAO, within twenty (20) days from the date of notification of the contract. The provisional tender security shall be returned as soon as the final guarantee is lodged.</p> <p>Its amount is set at three percent (3%) of the amount including all taxes of the contract.</p> <p>The final guarantee may be replaced by a personal and joint guarantee from a first-rate banking institution established on Cameroonian territory and approved by the Minister in charge of Finance.</p> <p>At the end of the work, the final guarantee will be returned, or the bank guarantee replacing it released, at the written request of the Other Party.</p>
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PART 04:
Special Administrative
Clauses (CCAP)

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Chapter I: General

Article 1: Subject matter of the contract

The subject matter of the contract must be in line with Article 1 of the CCAG on the scope of application.

The purpose of this contract is The EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK 0+000 TO PK 43+000) 43 KM., Momo Division, North-West Region, ANNUAL PROGRAMME 2022.

Article 2: Procurement procedure

This Contract is awarded after **“OPEN NATIONAL INVITATION TO TENDER, EMERGENCY PROCEDURE**

N°0004 /ONIT/BC/BCITB/2022 OF 03/03/2022

Article 3: Definitions and attributions (CCAG Article 2 supplemented)

3.1. General definitions (see code)

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **MAYOR OF BATIBO COUNCIL**

He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.

- The Project Owner is the **MAYOR OF BATIBO COUNCIL**. He represents the beneficiary administration of the works.

He ensures respect of the administrative, technical and financial conditions and contractual deadlines.

- The Contract Engineer shall be the **DIVISIONAL DELEGATE OF PUBLIC WORKS MOMO** hereinafter referred to as the Engineer and shall sign the “Attachment”

- The Project Manager shall be the **CHIEF OF TECHNICAL SERVICE OF PUBLIC WORKS, Momo**

He ensures respect of the administrative, technical and financial conditions and contractual deadlines.

- The **control brigade of MINMAP MOMO** shall carry out regular unannounced control visit to the site to ensure the respect of this jobbing order.

- The contractor shall be

3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be the **Mayor of BATIBO Council**
- The authority in charge of the clearance of expenditures shall be the **Mayor of BATIBO Council**.
- The body or official in charge of payment shall be the **Road Fund**.
- The official competent to furnish information within the context of execution of this contract shall be the Mayor of Mbengwi Council, Project Engineer and Administrator of Road Fund.

ARTICLE 4: Language, law, and regulation

4.1. The language used during the submission is either English or French,

4.2. The laws and regulations are the laws and regulations in force in Cameroon;

4.3. The Contractor undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the contract.

If in Cameroon, these laws, regulations, administrative and fiscal obligations in force are changed after the signature of the contract, the eventual costs will be borne by the contracting

parties.

ARTICLE 5: Constituent Parts of the Jobbing order (CCAG article 4).

The constituent parts of this contract are in order of priority:

- The letter of undertaking;
- The letter of submission corrected eventually;
- The special administrative Clauses (CCAP);
- The special Technical Clauses (CCTP);
- The unit price schedule;
- The bill of estimates and quantities;
- The unit price break down;
- The duly approved work plans;
- The Planning of the work (the work schedule).
- The bids of the contractor;
- The tender file;

ARTICLE 6: General applicable texts

- This jobbing order is subject to the following General texts of law
- The special General administrative Clauses (CCLS);
- The law N ° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- Decree No. 2008/377 of 12/11/2008 fixing the attributions of Heads of Administrative Units, its organization and the functioning of their services;
- The Decree N ° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree n ° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n ° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Arrete N°0205/A/MINMAP of 03 July 2018 relating to the creation of Divisional Tenders' Boards;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);
- Circular N°001/CAB/PR of 19 june 2012 on the award, the control of execution of public contracts;
- The circular N° 000000456/C/MINFI of 30/12/2021 on instructions relating to the execution of the finance law, the control and the follow up of the execution of the State

Budget, Administrative, Public Establishment, of Councils and State Organizations for the 2022 Financial Year;

- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Order No 00002/MINEPDED of 08th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).
- Other texts specific to contracting fields.

ARTICLE 7: Communication (CCAG article 2 and 10).

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

- a) In the case where the contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was done;
- b) In the case where the Project Owner is the addressee:
Sir/Madam _____ [to be specified] with a copy addressed to the Delegated Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Delegated Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Project Manager, Contract Engineer and Project Manager, where applicable

7.2. The contractor shall address all written notifications or correspondences to the Project Manger with a copy to the Contract Manager and the contract Engineer.

ARTICLE 8: Service Order (CCAG article 8).

8.1. The different service orders will be established and notified. The administrative service order to start work will be signed by the Delegated Contracting Authority and notified to the contractor by the project owner with copies to the Delegated Contracting Authority, the Contract Manager, and the Contract Engineer.

8.2. On the proposal of the project owner, service orders having an incidence on the subject, the amount ou delay in the execution of the contract will be signed by the Delegated Contracting Authority and notified by the project owner to the contractor with copies to the contract manager and the contract engineer.

8.3. Technical service orders on technical issues concerning the execution of the contract will be signed by the contract manager and notified to the contractor by the contract engineer with copies to the Delegated Contracting Authority.

8.4. Service orders on warning notices will be signed by the project owner and notified by his services to the contractor with copies to the Delegated Contracting Authority and the Contract Engineer.

8.5. Service orders on suspension and restart of works because of unforeseen circumstances will be signed by the Delegated Contracting Authority and notified by his services to the contractor with copies to the Contract Manager and the Contract Engineer.

8.6. Service orders concerning remedial actions during the guarantee period will be signed by the Contract Manager on the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

8.7. The contractor has fifteen (15) days to issue reservations on any service order received. The fact of issuing reservations does not prevent the contractor to execute the service orders received.

8.8. The Delegated Contracting Authority has the right to notify service orders signed by him that are to be notified by the project owner in case this is done within 30days.

ARTICLE 9: Contractor's Equipment and Personnel (CCAG article 15).

9.1. **Personnel:** In his bid the contractor engaged to mobilize human and material resources necessary for the proper execution of the works in conformity with the standards and norms in force in Cameroon, and according to the stipulations of the CCAP/CCTP. All these personnel should be effectively present on site up to the end of works. The contract was awarded on the basis of an elaborated list of equipment and personnel requested by the Delegated Contracting Authority

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the contract engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the contract engineer.

In case of any modification, the contractor shall replace any personnel with one having the same qualification, experience and competence or with appropriate performant equipment.

9.2. **Replacement of a senior staff:** The contractor's representative and the site foreman shall be approved by the contract manager. Their workers can be replaced or excluded from the site without a prior accord by the contract manager.

Any partial and total changes on the technical bid, shall take place only after a written approval by the contract manager. In case of any changes, the contractor shall replace any personnel with one having the same qualification, experience and competence. The list of personnel to be replaced will be transmitted to the project manager for approval.

The contract manager has the right to order for the replacement of any worker or labourer for reasons of misconduct, insubordination and incapacity. The contractor is responsible for all crimes and disorders committed by his workers. Any replacement of any senior staff shall have a lumpsum fine of Two hundred thousand (200 000) FCFA per person except for unforeseen circumstances. Any such replacement shall not interrupt the execution of the contract. The charges shall be born by the contractor. In case of any accident or illness, the contractor shall replace the worker in question without delay.

9.3. Any one sided decision to effect change of personnel of the technical bid before and during the execution of the contract constitute a justified reason for the cancellation or termination of the contract.

CHAPTER II: FINANCIAL PROVISIONS

ARTICLE 10: Guarantees (CCAG articles 29 and 41).

10.1. The performance bond:

Within twenty (20) days from the date of notification of the contract, the contractor shall produce a performance bond of three percent (2%) of the amount of the contract TTC, to guarantee the complete and proper execution of the contract. Beyond this time-limit, the Delegated Contracting Authority has the right to terminate or cancel the contract to the detriment of the contractor.

The contractor may replace the performance bond with a bank guarantee of corresponding or same amount, from financial or banking institution approved by the Minister in charge of finance which

must be furnished prior to each payment on account. The bond or the security will be released simultaneously with each monthly payment, proportionately to the amount of work done.

The performance bond or the bank guarantee shall be released within thirty (30) days after the provisional acceptance of works by a waiver issued by the Delegated Contracting Authority after a written application from the contractor.

10.2. The retention guarantee:

A 10%, taxes inclusive, retention guarantee on the amount of the work actually carried out or executed shall be retained. It is obtained through successive deductions on all the installment payment. It will be restituted at the final reception.

The retention guarantee shall be released within thirty (30) days after the final acceptance of works by a waiver issued by the Delegated Contracting Authority after a written application from the contractor.

If, for any reason, the contractor refuses to comply with the service orders on corrections of imperfections or defects after the provisional acceptance and in the extra time allocated after the period of twelve (12) months, the amount of the holdback the Project Owner, the Contract Engineer and the Delegated Contracting Authority shall have the right to have the repairs carried out by their own workers or another contractor and to collect the money at the expense of the contractor through deductions on all sums due the latter by virtue of the contract.

10.3. The start of advance guarantee:

A startup advance that is at most equal to twenty percent (20%) of the amount of the contract all taxes inclusive (ATI) may be granted to the contractor on express request and without justification on his part. This advance must be guaranteed at one hundred percent (100%) by a first class Bank approved by the Ministry in charge of finance. This advance may be released after the notification of the Service order to start the work.

It shall be reimbursed by deductions done on the payments on account made to the contract holder during the execution of the contract and in accordance with the terms and conditions laid down in the said contract. The advance must be completely reimbursed not later than when the value of the basic price of the goods and services rendered shall have reached eighty percent (80%) of the price of the contract.

Following of the rate of reimbursement of the advance, the Delegated Contracting authority will authorize the payment of the corresponding part of the contractor upon written request.

ARTICLE 11: The Amount of the Contract (CCAG articles 18 and 19).

The amount of this contract, from the detailed quantitative cost estimates here attached stands at the sum of _____ (_____) FCFA, i.e.

- Amount (EVAT): _____ (_____) francs CFA;
- Amount VAT : _____ (_____) francs CFA;
- Amount net to be paid: _____ (_____) francs CFA;

The amount of the contract is calculated using conditions stipulated in article 19 of the General Administrative Clauses (CCAG),

ARTICLE 12: Payment Modalities

The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments. The contractor shall be bound to submit to the project owner, before the sixth day of each month, a detailed account, accompanied by a justificatory calculations and job cost sheet establishing the total amount spent at the end of the period under consideration, sums he may be entitled approved by the contract engineer and the Delegated Contracting Authority. The bills must correspond to the amount of work done, obtained

from the amount of work actually executed under the conditions of the contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

The payment of an account to the contractor shall be determined from the corresponding provisional detailed account established simultaneously, from which is deducted the amount of the balance due. Payments on account are not considered to be the final payment. The contractor is debited with such payments until the final settlement of the contract.

Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account.

At the end of the work, a final account of the work is established.

ARTICLE 13: Mode of Payment

The payment of an account to the contractor shall be effected in accordance with the conditions specified in this contract and made base on justifying documentation required to credit of account:

1. Open: _____ agency;
2. Account number: _____

ARTICLE 14: Price variation

The prices are definite (fixed) and not to be changed. The contractor before submitting his bids or signing his contract must have had perfect knowledge about the local conditions under which he has to execute the contract.

ARTICLE 15: Price revision

The prices are not to be revised. Hence there is no price revision formula.

ARTICLE 16: Work using local direct labour (CCAG article 22)

Not required or necessary.

ARTICLE 17: Valorisation of works executed (CCAG article 23)

This contract is lump sum. The contract shall be paid on the basis of approved plans by the contracting parties. Possible differences noticed, for each type of structure or each element of the structure, between the quantities effectively executed and the quantities in the cost estimates shall not lead to the modification of the said price. This applies to errors that the cost estimates may include.

ARTICLE 18: Valorisation of supplies (CCAG article 24)

If need be, each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the project owner or the contract engineer.

ARTICLE 19: Advances (CCAG article 28)

The contractor may, upon simple request addressed to the project owner and without any justification, and after providing the guarantees required in the Public Contracts Code, obtain a so-called "start-off" advance or advance "for purchase of building materials".

This advance whose amount shall not exceed twenty percent (20%), all taxes inclusive, of the initial contract price shall be guaranteed at one hundred percent (100%) by a banking establishment

governed by Cameroon law or a first rate financial institution authorized according to the instruments in force.

It shall be reimbursed by deductions done on the payments on account made to the contract holder during the execution of the contract and in accordance with the terms and conditions laid down in the said contract.

The advance must be completely reimbursed not later than when the value of the basic price of the goods and services rendered shall have reached eighty percent (80%) of the price of the contract.

ARTICLE 20: Payment of works executed (CCAG articles 26, 27 and 30)

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

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

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

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

- [100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the contractor;
- 1.1 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

The contract engineer has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

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

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

ARTICLE 21: Interests on overdue payments (CCAG article 31)

Where the delay in payment fixed in the special administrative clauses is attributed to the Delegated Contracting Authority or accounting officer, the contract holder shall be fully entitled to interest on overdue payments calculated from the day following the expiry of the said deadline up to the day of issue of the payment voucher by the accounting officer.

Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 and 167 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

ARTICLE 22: Penalties (CCAG article 32)

A. Penalties for lateness.

In case of overrun of the contractual deadlines set in the contract, the contractor shall be liable to penalties after a formal prior notice.

In the event of force majeure, the contractor must file a comprehensive request for an extension of time. The Delegated Contracting authority after consideration of the relevance of the request shall notify a new time frame. After this new time frame, the penalties for delay will be applied entirely without further notification. Except by waivers provided for in the contract, the amount of penalties for time-limit overrun shall be set as follows:

- a. One two thousandth (1/2000th) of the amount ATI of the contract per calendar day overrun from the first to the thirtieth (30) day beyond the contractual time-limit provided for in the contract;
- (b).One thousandth (1/1000th) of the amount ATI of the contract, per calendar day overrun beyond the thirtieth day;
- (c).The cumulative amount of penalties is limited to ten per cent (10%) of the amount ATI of the contract under pain of termination.

B. Specific penalties.

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

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

ARTICLE 23: Final detailed account (CCAG article 34)

23.1 After completion of the works, and within fifteen (15) days after the provisional acceptance, the contractor shall draw up the draft final detailed account from the joint sheets to which he may be entitled as a result of the integral execution of the contract.

23.2 The Contract Engineer has twenty (20) days to notify the corrected final detailed account.

23.3 The Contractor must within ten (10) days following the date of this notification, send back the final detailed account with his signature, with or without reservations, or make known the reasons for which he refuses to sign it.

ARTICLE 24: Final detailed General Payment (CCAG article 35)

24.1 Within a deadline of one (01) month after the final acceptance, the Contract Engineer shall draw up the detailed final payment.

At the end of the guarantee period leading to the final acceptance, the Contract Engineer shall draw up the detailed final payment sign by the contractor and the Delegated Contracting Authority, which includes:

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

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

24.2 The general detailed account signed by the Delegated Contracting Authority must be notified to the contractor by an administrative service order. The contractor then has one (01) month from the date of this notification to return this general detailed account, with or without reservations, to make known the reasons for his refusal to sign the general detailed account.

24.3 If the final detailed account is signed without reservations, this acceptance definitely binds the two (02) parties, except in the case of interests on overdue payments; if there are any. The detailed account thus becomes the final general detailed account of the contract.

24.4 If the contractor does not return the general payment within the deadline referred to above, this general detailed account shall be considered as having been accepted by him and thus become final. The detailed account shall become final once it is signed without reservations by the contractor, except in the case provided for in the preceding paragraph. The acceptance of a claim from the contractor shall be regularized by a rider to the general detailed account.

ARTICLE 25: Tax and customs regulations (CCAG article 36)

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

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

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

All taxes inclusive prices means VAT included.

ARTICLE 26: Stamp duty and registration (CCAG article 37)

Seven (07) original copies of the contract shall be stamped and registered by the contractor in the competent taxation unit within in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF WORKS

ARTICLE 27: Work consistency

The works include the following:

- Task 1: Weeding or clearing brush from the roadside;
- Spot 2: Pruning of trees and/or shrubs;
- Task 3: Possible felling of trees and/or shrubs;
- Task 4: Stripping and cleaning of the shoulders;
- Task 5: Cleaning of existing hydraulic structures;
- Task 6: Cleaning of ditches and outlets;
- Task 7: Clearance upstream and downstream of engineering structures and on sections of the riverbed;

ARTICLE 28: The obligations of the Project owner

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

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

ARTICLE 29: Execution Time Frame (CCAG article 38)

29.1 The execution time frame for the execution of this contract shall be four (04) months. This shall include the completion of the works provided incumbent on the contractor, the folding up of installations and restoring the sites and lands.

29.2 The execution time frame for the execution of this contract shall run from the date of notification of the administrative service order to start execution. It shall end upon provisional acceptance of the works.

RTICLE 30: Roles and responsibilities of the contractor (CCAG article 40)

The contractor shall have as mission to ensure the proper execution of the works that he has been selected to carry out. For that reason the works shall be executed under the supervision of the contract engineer and in accordance to the applicable rules and standards. Hence the works shall be executed according to the notified drawings, technical specifications and service orders from the competent authorities.

The contractor shall submit for the prior approval of the contract engineer, the local organization of the work, the work planning schedule, all structural calculations, trials and soil tests, list of skilled and unskilled workers.

The contractor shall be responsible for the implantation of the structures in relation to the original reference landmarks, lines and levels furnished by the project owner.

The contractor is responsible for the entire site, including interventions of certified subcontractors. He shall therefore:

- Put in place all the necessary conditions to enable his suppliers and sub-contractors, who are working with him to intervene in a timely manner and in accordance with the schedule of execution and under his leadership, and
- Ensure the proper execution of the service orders from competent authorities.

The contractor shall constantly keep a general and updated detailed schedule of the progress of the works and make available four (4) copies to the contract engineer at the beginning of each month.

To this end, the contractor shall take all measures and provide all necessary means, determine, choose and purchase all materials, equipment and supplies and hire any specialized staff if necessary.

ARTICLE 31: Provision of documents and site (CCAG article 42)

Within twenty (20) days after the notification of the contract, a reproducible copy of plans featuring in the tender file of the contract will be made available to the contractor by the project owner as well as the work site and its access

The contractor shall preserve in good state the site put at his disposal during the execution of the contract. He shall hand it back, at the request of the project owner in their initial state after the execution of the contract, with due consideration of its normal wear and tear.

ARTICLE 32: Insurance of structures and civil liability (CCAG article 45)

The following insurance policies are necessary for the execution of this contract within fifteen (15) days after the notification of the contract, and before the commencement of work guaranteeing against any loss or damage occurring on the structures and third parties up till the provisional acceptance:

Civil liability insurance and all construction risk.

The Contractor shall justify that he holds an insurance policy of civil liability for damage caused to third parties of all kinds:

- (a) By its current salarized personnels.
- (b) By the equipment in use.
- (c) As a result of the work.

Comprehensive insurance coverage

The working site must be covered for all the works by a construction site comprehensive insurance coverage issued by a company approved by the competent authority. The cost of this insurance is the responsibility of the contractor.

No settlement except the startup advance will be made without presentation of a certificate from an insurance company proving that the contractor has fully addressed the premiums or contributions for the work for this contract.

The contractor has a period of 15 (fifteen) days from the date of notification of the Service order to start the work to present a certificate of insurance proving the premiums or contributions for the work for this contract was fully settled. After that the contract may be terminated.

ARTICLE 33: Documents to be submitted by the contractor (CCAG article 49)

Within a maximum period of fifteen (15) days from the date of notification of the service order to start work, the contractor shall submit to the contract engineer, the programme of execution, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan in six (6) copies. A duly signed copy of the execution programme must be deposited at the Mayor's Office latest 15 (fifteen days) from the date of notification of the Administrative Order to commence execution. This working document shall include the following:

- General site installation;
- Company localization plan;
- Execution plans, drawings, calculations, detailed studies, quality control plan and work planning,
- Exhaustive list of personnel with their certified true copies of their diplomas
- Bill of estimate and quantities;
- Detailed list of materials and equipment available on the site;
- Detailed execution planning updated forecasts on the work progress in view of comparing the actual progress to the forecasts;
- The annexes files if the contractor deems it necessary.
- The site sign board

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

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

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

The approval given by the Contract Engineer does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule. The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the contract engineer. After approval of the execution schedule by the Contract Engineer, the latter shall transmit it within five (5) days to the **Delegated Contracting Authority** without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the **Delegated Contracting Authority** shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

ARTICLE 34: Organisation and security of the construction sites (CCAG article 50)

34.1 The sign boards:

The contractor will be responsible to ensure day and night signaling of working site close to the main road in accordance with instructions given by the control engineer. Two (2) signs board are required per construction site and should be in conformity with the regulatory provisions such as:

- The title of the project;
- The Project Owner;
- The Delegated Contracting Authority;
- The Contract Engineer;
- The Project Controller
- The Contractor;
- The funding;
- The execution time-frame;
- The date of notification of the Service order to start work.

The signboard shall have the dimensions of 2, 00 x 3, 00 m.

34.2 The site installation plan:

The site installation plan shall be done considering the following:

- Particular access roads;
- Vegetation to be protected;
- Temporal fence of the site;

34.3 The building site installation:

The contractor shall set up temporary constructions and facilities needed to execute the works, such as:

- Offices of the Contractor equipped with tables, chairs and lock-up cupboards.
- Building site toilet facility(if it does not exist)
- Storehouse for materials
- Removal of temporary work (fences, field office, sheds, signs, etc.).

34.4 The site logbook:

A site log book shall be kept by the contractor at the construction site before site installation.

It is a unique non contradictory document. Its pages are numbered and sign. No page should be removed. Strikeout or rescinded parts are reported in the margin for validation.

The following informations are recorded in it:

- Atmospheric conditions;
- The daily executed tasks, personnel and equipment used;
- The progress of the work;
- The requirements imposed;
- The detailed work quantities;
- The work carried out by subcontractors;
- The receptions of building materials;
- The incidents, accidents or events on the construction site;
- Nonconformities;
- The official visits;
- The administrative operations;

The site logbook shall be counter signed by the contract engineer and the person in charge of technical or administrative work at each site visit and systematically sign the minutes of site meetings.

Any refusal of presentation or any attempt of total or partial destruction or falsification of this log book may give rise to administrative sanctions.

34.5 The site meetings:

- Site meetings shall hold regularly at the behest of the Project Owner. The presence of the contractor or his representative in these meetings is obligatory or mandatory.
- Periodic meetings shall hold in the presence of the Delegated Contracting Authority, the Contract Engineer and the Project Owner or their representatives.
- Minutes of these meetings shall be entered in the site logbook. The contractor or his representative shall at the beginning of the meeting present the level of physical execution of the work and the difficulties faced.

34.6 Sub-contracting:

The ceiling of the percentage of the works to be sub-contracted shall be set at thirty (30) % of the total amount of the contract.

34.6 Site laboratory:

The contractor shall have his own laboratory on the site to enable him carry out all tests and studies on building materials defined in the Special Technical Clauses. The personnel and the equipment must be approved by the Contract Engineer.

34.7 Security Measures:

The contractor shall provide and maintain at his expense all lighting, protection, closing and guarding devices that will be necessary for the proper execution of the work or that will be required by the engineer.

The contractor shall be responsible for all the consequences directly or indirectly of deficiency of signaling during the work.

The Delegated Contracting Authority reserves the right, at the request of the engineer, without prior notice and at the expense of the contractor, to take all necessary measures engaging the responsibility of the contractor.

CHAPTER IV: ACCEPTANCE OF WORKS

ARTICLE 35: Provisional acceptance (CCAG article 67)

Before the provisional acceptance, the contractor shall apply to the Project Owner with copies to the Delegated Contracting Authority and the Contract Engineer for a pre-technical acceptance. This pre-technical acceptance shall notably involve a proper evaluation of the works executed as per stipulation of the contract. The minutes of this evaluation is drawn on the spot by the contract engineer and signed by the contractor or his representative.

The provisional acceptance commission shall be composed of the following members:

- 1- The project owner.....(Chairman)
- 2- Contracting Authority or his representative(Member)
- 3- DDMINMAP OR REP.....(Member)
- 4- The Contract Engineer.....(Secretary)
- 5- The Project manager.....(Member)
- 6- The Contract manager.....(Member)
- 7- The Stores accountant at Batibo Council(Member)
- 8- The Contractor or his Representative.....Member)

The contractor is convened at the reception as observer. He is required to attend or to be represented.

The Commission after site visit, reviews the minutes of the pre-technical acceptance and proceed to the provisional acceptance.

The provisional acceptance site visit will be concluded with minutes of provisional acceptance signed on the field by all members of the Commission. Minutes of provisional acceptance shall precise or specify the date of completion of the work from which the guarantee period shall run.

ARTICLE 36: Documents to be submitted after execution i.e plan de recollement. (CCAG article 68)

During the execution of the works the contractor shall update all the modifications on the contractual plans. At the end of the works he shall then reproduce the modified, updated and validated drawings and submit them to the contract engineer, the Delegated contracting authority and the project owner.

The non-submission shall attract a penalty of 20% from the retention guarantee.

ARTICLE 37: The guarantee period (CCAG article 70)

The guarantee period is twelve (12) months from the date of the provisional acceptance.

ARTICLE 38: Final acceptance (CCAG article 72)

Final acceptance shall take place fifteen (15) days from the date of the expiry of the guarantee period.

The final acceptance commission shall be the same as that of provisional acceptance and shall meet in the presence of the contractor.

The final acceptance procedure shall be the same as that of provisional acceptance and under the same conditions. Before pronouncing the final acceptance, the commission shall verify by all means put at their disposal that all the contractual provisions were fully respected by the contractor during the guarantee period.

The minutes of the final acceptance shall be drawn on the spot and signed by all the members.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 39: Termination of the contract (CCAG article 74)

The contract may be terminated as provided for in Article 180 of the Decree 2018/366 of 20/06/2018 of the Public Contracts code and equally under conditions stipulated in articles 74, 75 and 76 of the CCAG, notably:

- Delay for more than fifteen (15) calendar days in the execution of a Service order or unjustified stoppage of work for more than seven (7) calendar days;
- Delay in the execution of work resulting to penalties above 10% of the amount of the contract;
- Default of the contractor;
- Refusal to repeat poorly executed works;
- Persistent non respect of payments on account.

ARTICLE 40: Case of force majeure (CCAG article 75)

40.1 No party to the contract shall be considered as having contravened his contractual obligations if he is prevented from doing so by a force majeure.

40.2 No claims shall be made against the contractor if he fails or delays in the execution of his contract due to cases of force majeure such as:

- Rains : 200 millimetres in 24 hours ;
- Winds : 40 metres per second ;
- Floods: frequent floods.

ARTICLE 41: Disagreements and disputes (CCAG article 75)

Disagreements and disputes during the execution of the contract shall be the subject of an attempt of amicable settlement, where need be, through mediation, in accordance with the provisions of the SAC and subject to the provisions of the Public Contracts Code.

Where the disagreements and disputes cannot be settled amicably, the matter shall be brought before the competent Cameroon jurisdiction, subject to the provisions of the SAC.

ARTICLE 42: Production and dissemination of this present contract.

Ten (10) copies of this present contract shall be produced and multiplied at the expense of the contractor.

ARTICLE 43 and last: Entry into Force of the Jobbing order

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

PART 05:
Special Technical Clauses
(CCTP)

TECHNICAL SPECIFICATIONS (CPT)

SUMMARY OF THE CPT

TITLE II : DESCRIPTION AND METHOD OF OPERATION

Task- 1.Weeding or clearing of roadsides

Task - 2.Pruning trees and/or shrubs

Task - 3.Possible felling of trees and/or shrubs

Task - 4.Stripping and cleaning of shoulders

Task - 5.Cleaning of existing hydraulic structures

Task - 6.Cleaning ditches and outlets

Task - 7.Clearance upstream and downstream of engineering structures and on sections of the riverbed

CHAPTER I : GENERAL PROVISIONS RELATING TO ALL WORK AND ENVIRONMENTAL CLAUSES

CHAPTER I: DESCRIPTION AND METHOD OF OPERATION

(1) Task 1: Weeding or clearing of roadside brush

Weeding or clearing the roadsides consists of:

-weeding on a strip of four (04) meters (measured horizontally) from the outer edge of the ditch or the crest of the embankment, if the development of the latter is less than two (02) meters, on either side of the road. The height of any vegetation must be between five (05) and ten (10) cm at any point, after weeding.

-the cutting, de-soiling and reconstitution of the de-soiling holes with the filler earth, of any shrub whose diameter measured at one (01) meter from the ground is less than ten (10) centimeters. On a strip of four (04) meters, all shrubs less than ten (10) centimeters in diameter should be removed, including fruit bushes.

N.B: If the road does not have ditches, the distance will be counted from the outer edge of the shoulder if it exists; or the side of the road, if not.

This task is remunerated per square meter (m²) weeded.

(2) Task 2: Pruning trees and/or shrubs

The pruning of trees and/or shrubs consists of pruning to one (01) meter from the ground, all trees and shrubs (excluding those planted as part of environmental developments) of measured diameter greater than ten (10) centimeters (cm), located either in the right-of-way of the four (4) meters cleared or beyond, and which threaten to fall and block traffic.

The objective of this operation is to give the user continuous visibility during traffic. Fruit trees and ornamental plants, sodding, mixed wooden metal slides, will have to be preserved and maintained. Their cutting should only take place on prescription of the Minister of Public Works.

This task is paid for by unit (U) of pruned tree or shrub

(3) Task 3: Possible felling of trees and/or shrubs

The possible felling of trees and / or shrubs consists in possibly felling trees at a height of one (01) meter maximum from the ground, trees with a diameter of at least fifty (50) cm.

This task is remunerated by the unit (U) of tree or shrub possibly felled.

(4) Task 4: Shoulder stripping and cleaning

The stripping and cleaning of the shoulders consists of:

- to strip manually or mechanically, any cord and / or deposit of earth, silting or grasses that would have formed along the shoulders likely to prevent the flow of water out of the roadways;
- to deposit outside the right-of-way, existing topsoil or pickling products in order to avoid the development of vegetation and promote the flow of water from the roadway to ditches and outlets;
- to clean the shoulders over their entire width. Cleaning under guardrails and in front of road curbs will be done in such a way as to avoid the development of vegetation. The joints between the coated shoulder and the masonry ditch will also be weeded and cleaned.

This task is remunerated per square meter (m²) of shoulder cleaned and stripped.

(5) Task 5: Cleaning of existing hydraulic structures.

The cleaning of existing hydraulic structures consists of:

- To clean the passages of nozzles and slats, upstream and downstream, over a length of 10 meters (m) from the head of the structure, in order to free them from any obstacle to the free flow of water;
- to remove any material preventing or hindering the proper flow of water (earth deposits, stones, boulders, plant debris, logs, tree branches, etc.).

Any structural defects found (scouring, subsidence, advanced corrosion or rupture of the elements), will be reported in writing to the Minister of Public Works. These particular situations will be the subject of specific work.

This task is remunerated by the unit (U) of the parish priest' work.

(6) Task 6: Cleaning ditches and outlets

The cleaning of ditches and outlets consists of:

- to clean, clear and cure, exclusively by hand, ditches and outlets made of earth, masonry or concrete;
- to evacuate the products resulting from the cleaning out of the right-of-way in such a way as to establish or restore the normal flow of water.

Particular attention will be given to cleaning the outlets so that they are well open over as long a distance as possible. The cleaning must be done in such a way as to restore the original gauge of the ditches.

This task is remunerated per linear meter (ml) of cured ditch.

(7) Task 7: Clearance upstream and downstream of engineering structures and on sections of the riverbed

The upstream and downstream clearance of the structures as well as the sections of the riverbed consists in clearing and cleaning structures as well as upstream and downstream funnels of culvert and bridge type structures on the one hand; and on the other hand, on the sections of the riverbeds. More specifically, these are:

- the removal of obstacles (deposits and plant debris) of any kind hindering the flow of water;
- clearance over a length of 10 m upstream and downstream of the structure;
- the clearing of the bed and banks for about fifteen (15) meters, at the entrance and exit of the structure, as well as any operation to relieve congestion of the water net;
- the removal of all rubble and waste from the right-of-way and its deposit in a place so that it does not create an environmental problem;
- cleaning work on the roadway to the right of the work and its equipment.

This task is remunerated by the unit (U) of work released.

CHAPTER III - GENERAL PROVISIONS RELATING TO ENVIRONMENTAL DIRECTIVES AND ALL WORK

I- GENERAL PROVISIONS ON ENVIRONMENTAL DIRECTIVES

Start-up meeting.

The contracting party will organize a meeting at the start of the work, with the authorities and the population to inform them of the work that will be carried out and to collect any comments from them. The information on the works must specify the routes and locations affected by the work and the duration of the work.

The contracting party will inform on this occasion about the needs for local recruitment, and will identify possible buyers of plant debris.

Brush clearing and pruning

Brush clearing and pruning concern the immediate vicinity of the road, in order to improve and clear the visibility of users. They affect the right-of-way of the road, shoulders, ditches, embankment embankments, entrances and exits of structures.

Pruning

All branches overlooking the platform will be cut vertically through the brush clearing boundary. All trees overlooking the surrounding area and threatening to fall on the road and block traffic after a tornado will be cut down.

Slashing

The clearing of shoulders and embankments consists of cutting vegetation at ground level, without uprooting. Shrubs that may have grown on the shoulders and in ditches will be uprooted.

All vegetation at the entrance and exit of the structures (bridges, slats, nozzles, etc. ...) will be cut. Trees and shrubs will be uprooted in such a way as to facilitate the flow of water and to allow regular inspections of the structure, unless they serve to stabilize an embankment embankment and do not threaten the foundations of the structure.

Waste burning

The contracting party is asked to identify from the start of the construction sites, buyers of said waste among the residents (fodder for livestock, for construction, firewood, etc.)

It is strictly forbidden to burn the cut plant waste on site and if necessary, if the burning of the waste is authorized by the Prime Contractor, the contracting party must make small piles at intervals of about in the ditches, ensuring that the residues of the slash-and-burn do not form an obstacle to the flow of water into the ditches. 5 m

In the event of slash-and-burn in the vicinity of villages, forests and cropping areas, the contracting party must take additional precautions by, for example, increasing the width of seat belts around the waste to be burned.

Manual maintenance of paved road shoulders

The other party must:

- organize the distribution of piles on only one side of the road over restricted distances,
- proceed to the regaling as and when,
- restore the platform's drainage system by adjusting the shoulders,

- remove excess materials from ditches, deposit them and regale them out of the right-of-way in places that do not impede the normal flow of water,
- set up adequate mobile signage,
- regulate transit traffic by flag bearers,
- avoid the accumulation of side beads on the sides and in ditches.

Ditch maintenance

Manual maintenance of ditches.

The other party must clean the ditch manually and restore the original ditch gauge.

The other party must also:

- feast cleaning products downstream of the road on thin thickness and in areas that do not require brush clearing
- Avoid obstructing riparian access to the crossing of agglomerations.

Erosion control

The other party must:

- intervene as soon as erosion is visible;
- carry out the work of stabilizing ditches and shoulders according to the processes previously submitted to the validation of the engineer;
- perform water speed limitation devices under the same conditions as above.
- ensure the safety of the site and report the work properly.
- ensure that in the evening no material clutters the roadway.
- reconstitute the shoulders

Deposits of materials must not impede the normal flow of water.

The materials needed for the repair of the ditches are to be stored outside the roadway

Maintenance of sanitation works, engineering structures

Fight against silting

The contracting party must intervene preventively before the rainy season and release all plant and solid products obstructing the structures.

Waste must be deposited outside the right-of-way in suitable locations that do not require brush clearing and do not impede the flow of water.

The deposits are to be regaled on a reduced thickness.

Erosion control

The contracting party must carry out the work prescribed to combat erosion according to the instructions of the controller.

The storage of materials and equipment necessary for the work must be done in areas that do not require brush clearing.

The work must be carried out before the rainy season.

When work is carried out in running water, the contractor must take the necessary measures not to disturb the aquatic environment.

The other party must remove all rubble and waste out of the right-of-way and deposit it in a place accepted by the controller.

The contracting party must adequately report the work near the edge of the roadway.

Sanctions and penalties

Article 79 of Framework Law No 96/12 of 5 August 1996 provides:

Any person who has:

- carried out, without an impact assessment, a project requiring an impact assessment;
- carried out a project that does not comply with the criteria, standards and measures set out in the Impact Statement;
- prevented the carrying out of the checks and analyses provided for by the said law and/or by its implementing texts.

Pollution

Article 82 of Framework Act No. 96/12 of 5 August 1996 provides:

Is punishable by a fine of one million (1,000,000) to five million (5,000,000) FCFA and a prison sentence of six (6) months to one (1) year or one of these two penalties only, any person who pollutes, degrades soils and subsoils, alters the quality of air or water, in violation of the provisions of the said law. In the event of recidivism, the maximum amount of penalties is doubled.

Suspension

In application of the provisions of the Cahier des Clauses Administratives Particulières, non-compliance with environmental directives is a reason for termination of the contract. And in accordance with Article 102 of Decree No. 2004/275 of 24 September 2004 on the Public Procurement Code, a terminated company will be excluded for the period of two (02) years from the right to tender.

Reception of work

Under the contractual provisions of the works, non-compliance with these guidelines in the context of the execution of the project exposes the offender to the refusal to sign the report of provisional or final acceptance of the works, by acceptance, with blocking of the retention of guarantee of good end, notwithstanding the prescriptions of the CCAP. la Commission

Notification

Any violation of the requirements duly notified to the company by the Engineer or the Supervisor must be rectified. The resumption of work or additional work resulting from non-compliance with the clauses is the responsibility of the contracting party, without prejudice to the application of the fundamental principles stipulated in Article 9 paragraphs c and d of la Loi Cadre.

II- GENERAL PROVISIONS RELATING TO ALL THE WORK

- 1- Before the start of all the work, the contracting party and the Prime Contractor will proceed contradictorily to the identification and identification of the quantities of the work to be carried out (tasks 1, 2, 3, 4, 5, 6, and 7) and to a measurement of the length of the lot with marking on the roadway every hundred (100) meters. This operation will be carried out using a chain or a topographic device and will be the subject of a report signed by both parties.
- 2- After identification and identification of the works and prior to the start of the works, the contracting party will gather the necessary personnel and equipment on the date fixed by the

Supervisor for the execution of a control section. This control section carried out under the supervision of the Master Builder must include all the elementary tasks.

- 3- Services not provided for or whose complexity requires means not defined above will be performed punctually by the company at the request of the Administration after receipt of a service order initiated by the Prime Contractor. Any service performed without a service order will not be paid by the Administration.
- 4- To encourage the HIMO (High Labour Intensity) method, the contracting party will have to recruit its unqualified staff in the localities of the places of work or nearby except in the event that these local populations are not interested or are defective.

PART 6

UNIT PRICE SCHEDULE (UPS)

GENERAL

The prices of this slip include all the constraints imposed for the execution of the works as well as the local conditions that may influence their execution and cost.

The prices include in particular labour, the supply of equipment and materials, the rental, depreciation, operation and maintenance of equipment, the costs of transporting staff, allowances, the agreement of 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 premiums, insurance costs and social charges due to the various staff and all local taxes and duties as well as costs relating to the proper signage of the site.

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

The overhead costs applicable to all prices are deemed to include the installation of two information panels positioned at each end of the site, defined by the Prime Contractor.

UNIT PRICE SCHEDULE

PHASE 1			
Price no.	DESIGNATION Unit price excluding VAT in letters	UNITE	Unit price excluding VAT in figures
T1	<p><u>Task 1: Weeding or clearing of roadside brush</u></p> <p>This price remunerates per square meter (m²) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), weeding or clearing brush of the roadsides, including all constraints.</p> <p>The square meter at _____ Francs _</p>	m ²	
T2	<p><u>Task 2: Pruning trees and/or shrubs</u></p> <p>This price remunerates per unit (U) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the pruning of trees and / or shrubs, including all constraints.</p> <p>The unit at _____ Francs _</p>	U	

Price no.	DESIGNATION Unit price excluding VAT in letters	UNITE	Unit price excluding VAT in figures
T3	<p><u>Task 3 : Possible felling of trees and/or shrubs</u></p> <p>This price remunerates per unit (U) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the felling of trees and /or shrubs, including any constraints.</p> <p>The unit at _____ Francs_</p>	U	
T4	<p><u>Task 4: Stripping and cleaning of shoulders</u></p> <p>This price remunerates per square meter (m²) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the stripping and cleaning of the shoulders, including all constraints.</p> <p>The square meter at _____ Francs_</p>	m²	
T5	<p><u>Task 5: Cleaning of existing hydraulic structures</u></p> <p>This price remunerates per unit (U) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the cleaning of existing hydraulic works, including all constraints.</p> <p>The unit at _____ Francs_</p>	U	
T6	<p><u>Task 6: Cleaning ditches and outlets</u></p> <p>This price remunerates per linear meter (ml) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the cleaning of ditches and outlets, including all constraints.</p> <p>The linear meter at _____ Francs_</p>	ml	
T7	<p><u>Task 7: Clearance upstream and downstream of engineering structures and on sections of the riverbed</u></p> <p>This price remunerates per unit (U) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the clearance upstream and downstream of the structures and on the sections of the riverbed, including all constraints.</p> <p>The unit at _____ Francs_</p>	U	

PHASE 2			
Price no.	DESIGNATION Unit price excluding VAT in letters	UNITE	Unit price excluding VAT in figures
T1	<p><u>Task 1: Weeding or clearing of roadside brush</u></p> <p>This price remunerates per square meter (m²) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), weeding or clearing brush of the roadsides, including all constraints.</p> <p>The square meter at _____ Francs _</p>	m ²	
T2	<p><u>Task 2: Pruning trees and/or shrubs</u></p> <p>This price remunerates per unit (U) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the pruning of trees and / or shrubs, including all constraints.</p> <p>The unit at _____ Francs _</p>	U	

Price no.	DESIGNATION Unit price excluding VAT in letters	UNITE	Unit price excluding VAT in figures
T3	<p><u>Task 3 : Possible felling of trees and/or shrubs</u></p> <p>This price remunerates per unit (U) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the felling of trees and /or shrubs, including any constraints.</p> <p>The unit at _____ Francs_</p>	In the	
T4	<p><u>Task 4: Stripping and cleaning of shoulders</u></p> <p>This price remunerates per square meter (m²) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the stripping and cleaning of the shoulders, including all constraints.</p> <p>The square meter at _____ Francs_</p>	m ²	
T5	<p><u>Task 5: Cleaning of existing hydraulic structures</u></p> <p>This price remunerates per unit (U) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the cleaning of existing hydraulic works, including all constraints.</p> <p>The unit at _____ Francs_</p>	U	
T6	<p><u>Task 6: Cleaning ditches and outlets</u></p> <p>This price remunerates per linear meter (ml) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the cleaning of ditches and outlets, including all constraints.</p> <p>The linear meter at _____ Francs_</p>	ml	
T7	<p><u>Task 7: Clearance upstream and downstream of engineering structures and on sections of the riverbed</u></p> <p>This price remunerates per unit (U) under the conditions provided for in the contract and in accordance with the requirements of the Technical Specifications (CPT), the clearance upstream and downstream of the structures and on the sections of the riverbed, including all constraints.</p> <p>The unit at _____ Francs_</p>	U	

PART 7

BILL OF QUANTITIES AND ESTIMATES (BOQ)

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE EXECUTION OF MANUAL ROAD MAINTENANCE
WORKS ON THE PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK
0+000 TO PK 43+000) 43 KM**

NO	DESCRIPTION	UNIT	PHASE 1			PHASE 2		
			QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
	LOT 100: LABOUR/EARTH WORKS							
T1	Weeding or clearing of roadsides	m ²	152,000			152,000		
T2	Pruning of trees and/or shrubs	U	3			3		
T3	Possible felling of trees and/or shrubs	U	5			5		
T4	Stripping and cleaning of shoulders	m ²	12,000			1,607		
T5	Cleaning of existing hydraulic structures	U	6			6		
T6	Cleaning of ditches and outlets	ml	8,200			4,200		
T7	Upstream and downstream clearance of engineering structures and on sections of the riverbed	U	4			4		
	TOTAL HT/PHASE							
	GENERAL TOTAL HT							
	TVA(19.25%)							
	AIR(2.2%)							
	TOTAL TTC							
	NET PAYMENT							

PART 8

UNIT PRICE BREAKDOWN

SUB-MODEL - UNIT PRICE DETAILS

PRICE SUB-DETAIL				
	DESIGNATION :			
PRICE NUMBER	Daily yield	Total quantity	Unit	Duration of activity
	CATEGORIES	Daily Wage	Invoiced days	Amount
LABOUR FORCE				
TOTAL A				
EQUIPMENT AND MACHINERY	TYPE	Daily Rate	Invoiced days	Amount
TOTAL B				
MATERIALS AND MISCELLANEOUS				
TOTAL C				
D	TOTAL DIRECT COSTS A+B+C			
And	Construction overhead costs	%	= Dx%	
F	Headquarters overhead costs	%	= Dx%	
G	COST OF COST	-	= D+E+F	
H	Risks and Benefits	%	GX%	
P	SELLING PRICE EXCLUDING TAXES		= G+H	
In	UNIT SELLING PRICE EXCLUDING TAXES		= P/Quantity	

PART 9

JO MODEL

REPUBLIC OF CAMEROON

Peace -- Work -- Fatherland

MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION
MOMO DIVISION
BATIBO COUNCIL

P.O BOX 06, BATIBO
CELL (237) 677 980 303
Email batiboruralcouncil@yahoo.com



REPUBLIQUE DU CAMEROUN

Paix -- Travail -- Patrie

MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST
DEPARTEMENT DE LA MOMO
COMMUNE DE BATIBO

B.P BOX 06, BATIBO
CELL (237) 677 980 303
Email batiboruralcouncil@yahoo.com

JOBING ORDER N° _____/JO/BC/BCITB/2022

AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER, EMERGENCY
PROCEDURE N°...../ONIT/BC/BCITB/2022 OF

FOR EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED
SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK
0+000 TO PK 43+000) 43 KM, MOMO DIVISION, NORTH WEST REGION; ANNUAL
PROGRAMME 2022.

CONTRACTOR:.....
BP.....
Tel.
Fax.
TAX PAYER'S N°.....
BANK ACCOUNT N°.....

SUBJECT: EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE
PAVED SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI –
BATIBO (FROM PK 0+000 TO PK 43+000) 43 KM, MOMO DIVISION, NORTH
WEST REGION

ITINERARY: BAMENDA – BALI - BATIBO

EXECUTION DEADLINE: ONE (01) YEAR

AMOUNT:

AMOUNT FCFA	TOTAL AMOUNT
ALL TAXES INCLUSIVE	
HTVA	
VAT (19, 25%)	
A.I.R (2,2%)	
NET TO BE PAID	

FUNDING: PUBLIC INVESTMENT BUDGET MINTP
Exercice 2022

SUBSCRIBED ON : _____

SIGNED ON : _____

NOTIFIED ON : _____

REGISTERED ON : _____

BETWEEN:

The Government of the Republic of Cameroon, represented by the Mayor BATIBO Council, hereinafter referred to as the "The Delegated Contracting Authority"

ON THE ONE PART

AND :

CONTRACTOR:

BP.....

Tel.

Fax.

TAX PAYER'S N°.....

BANK ACCOUNT N°.....:

Represented by so Hereinafter referred to as the "Contractor"

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

DOCUMENTS TO BE INSERTED (before the signature page):

TITLE 1: SPECIAL ADMINISTRATIVE CLAUSES (CCAP)

TITLE II – THE TECHNICAL SPECIFICATIONS (CPT)

TITLE III – UNIT PRICE SCHEDULES (BPU)

TITLE IV – QUANTITATIVE AND ESTIMATED DETAILS (DQE)

Page And the last of the jobbing order

JOBGING ORDER N° _____/JO/BC/BCITB/2022

AWARDED AFTER AN OPEN NATIONAL INVITATION TO TENDER , EMERGENCY
PROCEDURE N°...../ONIT/BC/BCITB/2022 OF

**FOR THE EXECUTION OF MANUAL ROAD MAINTENANCE WORKS ON THE PAVED
SECTION OF THE NATIONAL ROAD N6: BAMENDA – BALI -BATIBO (FROM PK
0+000 TO PK 43+000) 43 KM, MOMO DIVISION, NORTH WEST REGION**

ITINERARY: BAMENDA – BALI - BATIBO

EXECUTION DEADLINE: ONE (01) YEAR

CONTRACTOR:

AMOUNT:

MONTANT FCFA	MONTANT TOTAL
TTC	
HTVA	
TVA (19,25%)	
A.I.R (2,2%)	
Net à Mandater	

Read and approved by the contractor

Batibo, the _____

**Signed by the Mayor Batibo Council,
Contracting Authority**

Batibo, the _____

REGISTRATION

ANNEXES

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Annex No. 1: Undertaking by the Bidder

I the undersigned (name and first name of the signatory)

_____ acting as

_____ (quality of the signatory with respect to the company), of Nationality _____, and residence in _____.

After having read and taken note of all the parts of the Open National Invitation to Tender in emergency procedure N°... ..

FOR THE

I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.

I commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.

I declare to have perfect knowledge of the decree n° 33/CAB/PM of February 13 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.

I declare moreover that I remain committed by the present tender during a one hundred and eighty (180) days deadline as from the date of opening of the bids.

Done in.....on the

The CONTRACTOR (Signature and seal)

Annex No. 2: Model tender

I, the undersigned _____ [indicate the name and capacity of signatory]
Representing the _____ company or enterprise or group with head office at _____
registered in the trade register of _____ under the number No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addendum (addenda): the invitation to tender [recall the subject of the invitation to tender]

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____ [in figures and words] CFA francs exclusive of VAT and at _____ CFA francs inclusive of all Taxes. [In figures and words].
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my bid for [indicate duration of validity, in principle 90days for national invitations to tender 120 days for international invitations to tender] from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Project Owner shall pay the sums due for this contract by crediting account No.....
opened in.....Bank.....Branch

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Done at..... on.....

Signature of.....

in the capacity of.....duly authorised to sign the bids on behalf of.....

ANNEX No. 3: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"

Whereas the undertaking _____ hereinafter referred to as the "bidder" has submitted his bid on _____ for [recall the subject of the invitation to tender], hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

We _____ [name and address of the bank], represented by _____ [names of signatories], hereinafter referred to as "the bank" hereby guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract;

We pledge to pay to the [Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

Annex No. 4: Model final bond

Bank:

Reference of the bond: No _____

Addressed to [Indicate the Project Owner and his address] Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ [name and address of Contractor], hereafter referred to as "the Contractor", has committed himself, in execution of the contract referred to as "the contract", to carry out [indicate the nature of the works].

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to [3%] of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

We, _____ [name and address of bank]
represented by _____ [name of signatories],
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Contractor has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of _____ [in figures and words] .

We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment made by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 5: Model of start-off advance bond

Bank: reference, address _____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of _____ [the holder] to the benefit of the Project Owner [address of the Project Owner] (the beneficiary)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [indicate the subject of the works, the references of the invitation to tender and the lot, if possible] of the total sum corresponding to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of _____ [the holder] opened in the _____ bank under No. _____.

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 6: Model of performance bond (Retention fund)

Bank: _____

Reference of the bond: No _____

Addressed to [Indicate the Project Owner]

[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

Whereas _____ name and address of Supplier] hereinafter referred to "the contractor",
pledged, in execution of the contract, to carry out the works of [indicate the subject of the works]

Whereas it is stipulated in the contract that the retention fund fixed at [percentage below 10 % to be
specified] of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,

We, _____ [name and address of the bank],

Represented by _____ [names of signatories] and hereinafter referred to as "the
bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project
Owner for a maximum amount of _____
[in figures and letters] corresponding to [percentage below 10 % to be specified] of the contract price.

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple
written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the
Project Owner within the meaning of the contract, amended where need be, by its additional clauses, without
being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the
amount equal to [percentage below 10 % to be specified] of the total amount of the works featuring in the
final detailed account, without the Project Owner having to prove or give the reasons nor the motive for the
amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any obligation
incumbent on us by virtue of this bond and we hereby incline by the present to the notification of any
amendment, addendum or change.

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the
final acceptance of the works and upon release issued by the Project Owner.

Any request for payment made by the Project Owner by virtue of this bond should be done by registered
mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.
This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts
shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX 7: EVALUATION GRID

TENDER N° /ONIT/MC/MCITB/2022 OF, FOR THE EXECUTION OF
MANUAL ROAD MAINTENANCE WORKS, THE ON REGIONAL ROAD RO501: BAMENDA –
MBENGWI (FROM PK 0+000 TO PK 23+000) 23 KM, ANNUAL PROGRAMME 2022, MOMO
DIVISION OF THE NORTH WEST REGION

ADMINISTRATIVE DOCUMENTS.

NO	DESCRIPTION	YES	NO
A.1	Declaration of intention to tender stamped with the tariff in force..		
A.2	Certified Copy of the Business Registration, not more than three months old		
A.3	Certificate of non-bankruptcy established by the Court of 1st Instance or the Chamber 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 public treasury		
A.6	A bid bond 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 signed by 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 tax center		
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of tax center		
A.11	Plan and attestation of localization signed by the taxation authorities		
A.12	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped)..		

	EVALUATION GRID OF TECHNICAL BID			
N°	EVALUATION CRITERIA AND SUB-CRITERIA		YES	NO
B)	ESSENTIAL CRITERIA			
B.1	General presentation of the tender files			
B.1.1	-Document spirally bound -Table of content page			
B.1.2	-Colour sheets separation - Presentation of documents in the order given in this tender			
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS			
B.2.1	<input type="checkbox"/> List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last four (04) years of at least (20 000 000F CFA). <input type="checkbox"/> Show proof of similar projects executed by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2021 projects) or final reception(for 2018 and/or 2020 projects) and related contracts, and jobbing orders).			
	1st Reference			
	2nd reference			
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT			
B.3.1	01 works supervisor (at least HND or equivalent certificate)			
.	Qualification of the works supervisor: (Senior Technician certificate in Civil Engineering (BAC +2) Professional experience of the project engineer \geq 03 years (signed CV)			
.	➤ A certified copy of the technical diploma,			
.	➤ Certified copy of ID card			
	➤ An Attestation of presentation of original of the technical diploma			
	➤ CV signed and dated by the candidate,			
B.3.2	01 Site foreman(Civil Engineering Senior Technician)			
.	Qualification of the Site foreman: (Technician certificate in Civil Engineering (BAC F4 or equivalent certificate)			
.	Professional experience of the Site foreman \geq 03 years (signed CV) A certified copy of			
	➤ A certified copy of the technical diploma,			
	➤ Certified copy of ID card			
	➤ An Attestation of presentation of original of the technical diploma			
	➤ CV signed and dated by the candidate,			
B.3.3	Other personnel			
.	List of support staff			
B.4	TECHNICAL PROPOSALS			
B.4.2	Organizational chart of the project (Specify names of the personnel handling the various functions)			
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	A pick-up liaison vehicle		
B.5.2	One (01) Chainsaw		
B.5.3	One (01) Pharmacy box		
B.5.4	The Small Equipment (at least 20 machetes, 5 spades, 5 round shovels, 5 wheelbarrows, 20 pairs of gangs)		
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. 100%		
B.7	Attestation of site visit signed by the company		
B.8	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.9	Special Technical Clauses initialed in all the pages and last page signed and dated		

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

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

A. Eliminatory criteria

- 1- -False declaration or falsified documents;
- 2- -Absence or insufficient bid bond;;
- 3- -Incomplete financial file;
- 4- -Omission of a unit price in the financial bid;
- 5- - Score less than 75%.

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- Logistics;
- 7- Attestation and report of site visit;
- 8- Special Technical Clauses initialed in all the pages;
- 9- Special Administrative Clauses completed and initialed in all the pages.

11. Main qualification criteria

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

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

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

ANNEX 8: MODELE ATTESTATION OF SITE VISIT

I the undersigned Mr./Mrs./Miss[Surname and Name of Director]The Director of [Name of company] confirm that

Mr./Mrs./Miss (Surname and Name)

Engineer of the Company:..... (Name of Enterprise),

has actually visited the site which is going to receive the structure relative to tender OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY PROCEDURE N°0004 /ONIT/MC/MCITB/2022 OF 03/03.2022, FOR THE EXECUTION OF MANUAL ROAD MAINTENANCE WORKS,, ANNUAL PROGRAMME 2022, MOMO DIVISION OF THE NORTH WEST REGION

The interested person declares:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of the job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall in no condition claim the Delegated Contracting Authority for any increase of unit price.

In Testimony Whereof, this present **ATTESTATION OF SITE VISIT** is established and issued to serve the purpose it deserves.

Date
Stamp of enterprise

Signature and Names of the Engineer

ANNEX 9: SITE VISIT REPORT

Name of Project.....

Name of Enterprise

1. CONTEXT OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE

Date.....

Name of Enterprise:

Stamp and signature of enterprise

ANNEX No. 10:
**List of banking establishments and
financial bodies authorised to issue
bonds for public contracts**

République du Cameroun
 Paix-travail-patrie
 Ministère des Finances
 Secrétariat Général
 Direction Générale du Trésor,
 de la Coopération Financière et Monétaire
 Direction de la Coopération Financière et
 Monétaire
 Sous-Direction de la Monnaie et des
 Etablissements de Crédit



Republic of Cameroon
 Peace-work-fatherland
 Ministry of Finance
 Secretariat General
 Directorate General of the Treasury
 Monetary and Financial Cooperation
 Department of Monetary and Financial Cooperation
 Sub-Directorate for Monetary Affairs and Credit Institution

**LISTE DES BANQUES ET DES COMPAGNIES D'ASSURANCES AGREES ET HABILITEES A
 EMETTRE DES CAUTIONS DANS LE CADRE DES MARCHES PUBLICS EN 2018**

I) BANQUES

1. Afriland First Bank (FIRST BANK), B.P. 11 834, Yaoundé ;
2. Banque Atlantique Cameroun (BACM), B.P. 2 933, Douala ;
3. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), B.P. 12 962, Yaoundé ;
4. Banque Gabonaise pour le Financement International (BGFIBANK), B.P. 600, Douala ;
5. Banque Internationale du Cameroun pour l'Epargne et le Crédit (BICEC), B.P. 1 925, Douala ;
6. Bank Of Africa Cameroun (BOA Cameroun), B.P. 4 593, Douala ;
7. Citibank Cameroun (CITIGROUP), B.P. 4 571, Douala ;
8. Commercial Bank-Cameroun (CBC), B.P. 4 004, Douala ;
9. Ecobank Cameroun (ECOBANK), B.P. 582, Douala ;
10. National Financial Credit-Bank (NFC-Bank), B.P. 6 578, Yaoundé ;
11. Société Commerciale de Banques-Cameroun (SCB-Cameroun), B.P. 300, Douala ;
12. Société Générale Cameroun (SGC), B.P. 4 042, Douala ;
13. Standard Chartered Bank Cameroon (SCBC), B.P. 1 784, Douala ;
14. Union Bank of Cameroon (UBC), B.P. 15 569, Douala ;
15. United Bank for Africa (UBA), B.P. 2 088, Douala.

II) COMPAGNIES D'ASSURANCES

16. Activa Assurances, B.P. 12 970, Douala ;
17. Aréa Assurances S.A., B.P. 1 531, Douala ;
18. Atlantique Assurances S.A., B.P. 2933, Douala ;
19. Beneficial General Insurance S.A., B.P. 2328, Douala ;
20. Chanas Assurances S.A., B.P. 109, Douala ;
21. CPA S.A., B.P. 54, Douala ;
22. Nsila Assurances S.A., B.P. 2 759, Douala ;
23. Pro Assur S.A., B.P. 5963, Douala ;
24. SAAR S.A., B.P. 1 011, Douala ;
25. Saham Assurances S.A., B.P. 11 315, Douala ;
26. Zenithe Insurance S.A., B.P. 1 540, Douala.-

Fait à Yaoundé, le 26 FEV 2018

