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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

REGIONALE DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

COMMUNE DE NDOP

SERVICE DE PASSATION DES MARCHES PUBLIC



REPUBLIC OF CAMEROON Peace-Work- Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGIONAL

NGOKETUNJIA DIVISION

NDOP COUNCIL

PUBLIC CONTRACTS SERVICE

CONTRACTING AUTHORITY: MAYOR NDOP COUNCIL

NDOP COUNCIL TENDERS BOARD

CONTRACTING AUTHORITY: MAYOR OF NDOP COUNCIL

PROJECT OWNER: THE MAYOR OF NDOP

FINANCING: ROAD FUND LINE 2024

FINANCIAL YEAR: 2024

TENDERFILE

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DOCUMENT No. 1. LETTER OF INVITATION TO TENDER

TENDER NOTICE

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

REGIONALE DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

COMMUNE DE NDOP

SERVICE DE PASSATION DES MARCHES
PUBLIC



REPUBLIC OF CAMEROON
Peace-Work- Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGIONAL

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NDOP COUNCIL

PUBLIC CONTRACTS SERVICE

FUNDING: ROAD FUND LINE 2024 FISCAL YEAR. **LETTER OF INVITATION TO TENDER**

NB: Candidates on the shortlist cannot form a group.

I ask you to kindly let me know within a maximum period of (10) ten days from receipt of this letter of invitation to tender that you have received this letter of invitation, and whether you will submit or not. Otherwise, your withdrawal will be noted.

Please accept, Madam/Sir, the assurance of my distinguished consideration. /-

The mayor,

Copy:

- DDMAP/MR
- ARMP/NO;
- DDT/MR
- PDT/CIPM;
- Archives/Chronos
- Interested

REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

MINISTERE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

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REPUBLIC OF CAMEROON Peace-Work- Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGIONAL

NGOKETUNJIA DIVISION

NDOP COUNCIL ************

PUBLIC CONTRACTS SERVICE

TENDER NOTICE

PEN NATIONAL INVITATION TO TENDER NO./ONIT/NC/NCTB/2024 OF FOR SENSITISATION AND TRANING OF COMMERCIAL BIKE RIDERS ON ROAD SAFETY MEASURE AND RESPONSIBLE BEHAVIOR IN NDOP

FUNDING: ROAD FUND LINE 2024 FISCAL YEAR.

1- SUBJECT OF THE INVITATION TO TENDER

Within the framework of resources transferred from 2023 program of road safety activities financed by the ROAD Fund, the contracting Authority of the Ndop Council Launches and Open National Invitation to Tender under emergency procedure for sensitisation and training of commercial bike riders on road safety measures and responsible behavior in Ndop

2- NATURE OF SERVICES

The services which are clearly defined in the terms of reference essentially consist of the following:

- 1. Identifying all community radio stations operating in Ngoketunjia
- 2. Identifying the main road insecurity factors around the National Road No 11
- 3. Carrying out an assessment of media production on road safety
- 4. Designing innovative radio program to improve road safety sensitization
- 5. Negotiating broadcasting spaces in the daily or weekly schedules of the community radio stations in the council
- 6. Collecting weekly reports from the radios to ascertain the effectiveness of the broadcasting of road safety sensitization programs
- 7. Carryout campaign in schools and create road safety clubs
- 8. Create working session/educational talk with heads of driver union syndicates (Bus, Motor Bike and Camion) in Ndop

3 - FUNDING

The studies shall be funded by the Road Fund Line for 2024,

4 - ESTIMATED COST OF THE PROJECT

The Provisional estimated cost of the project stands at fifteen Million (15,000,000) FCFA.

5- CONSULTATION OF THE TENDER FILE

Tender files can be consulted during opening hours at the Project Development Unit Room Ndop council, Tel: 677185523 Ndop Council main office from the date of publication of

6 - ACQUISITION OF TENDER FILE

The complete tender file may be obtained from the office of the Project Development Unit Room, Ndop Council as soon as this notice is published against a payment of a non-refundable sum of thirty five thousand (35,000) FCFA payable at the Ndop Council Treasury. When acquiring the files, each bidder shall be expected to leave his/her complete address.

7- PLACE, DATE ANDSUBMISSION OF BIDS

The bids written in English or French in seven copies [one original and six copies labeled as such] shall be submitted at the private secretariat and a receipt issued not later than the _____ local time and shall bear the inscription:

AND TRAINING OF COMMERCIAL BIKE RIDERS ON ROAD SAFETY MEASURES AND RESPONSIBLE BEHAVIOR IN NDOP "To be open only at the tender opening session"

9-ADMISSIBILITY OF OFFERS

Each bidder should attach to his administrative documents, a bid bond of Three hundred thousand (300,000)frs cfa issued by a first class bank or any Insurance company approved by the Ministry of Finance and featuring on the list of documents of

The bid bond should be valid 90days after the tender submission deadline.

The other required administrative documents must be originals or certified true copies signed by the issuing service in accordance with the specifications of the special tender rules and regulations, failing which shall be rejected.

Such document must be less than three (03) months old prior to the date of submission of bids and must have been issued after the date of signature of the invitation to tender. Any bid that does not respect the prescription of this tender notice shall be declared inadmissible. Especially the absence of a bid bond issued by a first order bank or any Insurance company approved by the ministry of Finance or the non-respect of the tender file documents shall lead to a simple rejection of the offer without any appeal entertained.

10 -OPENING OF BIDS

Bids shall be opened at the Tenders Board Office of the NDOP Council on the from D'OUCI-Mocal time, by the NDOP Council Internal Tenders' Board in the presence of all bidders who so wish, or their duly mandated representatives with a sound knowledge of

11 - EXECUTION DEADLINE

The execution deadline is 90 days from the date of notification of the service order to start

12 - MAIN ELIMINATORY CRITERIA

Bids shall be rejected in case of the following:

- Incomplete administrative documents forty eight (48) hours after the opening of bids as stipulated in article 92(9) of decree No. 2018/366 of 20th June 2018 to institute the Public
- false declaration or Falsified documents
- Incomplete Technical / Financial Offers
- Non conformity to the tender documents.
- Failure to obtain at least 70% of the technical evaluation as outlined in the qualification
- Absence of a bid bond.

13 - MAIN QUALIFICATION CRITERIA

The criteria relating to the qualification of Bidders could indicatively be on the following

C	RITERIA	POINTS
Prese	entation	
A Turn	01/04 00000	5 points
or ot.	over, access to credit her financial sources	5 points
Appr	aisal of action plan	15 points
Refere	ences of the enterprise	
. Logia	tion/material	20 points
resou		10 points
Huma	an resources	45 points
TOTA	\L	100 points

Only the offers that will have totaled at least 70% of the technical evaluation will be eligible

14 - VALIDITY OF BIDS

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

15- COMPLEMENTARY/TECHNICAL INFORMATION

Further Complementary technical information may be obtained during working hours from the Office of the Project Development Unit Room, NDOP Council. Tel: +237 677185523

The Contracting Authority

Copies:

- MINMAP
- ARMP (for publication and archiving)
- Private Secretary to the Mayor Ndop Council (for archiving)
- Chairperson of Tender Board (for information)
- Notice boards (for information)
- CRTV local and National Station (for publication
- Local Radio houses

2 6 JUIL 2024

AVIS D'APPEL D'OFFRES

 REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

MINISTERE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

REGIONALE DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

COMMUNE DE NDOP

SERVICE DE PASSATION DES MARCHES **PUBLIC**



REPUBLIC OF CAMEROON Peace-Work- Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGIONAL

NGOKETUNJIA DIVISION

NDOP COUNCIL

PUBLIC CONTRACTS SERVICE

AVIS D'APPEL D'OFFRES NATIONAL OUVERT NO. 1.3. /AONO/ NC/NCITB/2024 DU ... 6 JUL. 2024. pour la sensibilisation et formation des Conduiteurs des motos taxis en matières de Sécurité et comportement responsables sur la route national N° 11 de la Commune de Ndop.

FINANCEMENT: BUDGET FOND ROUTIERE 2024

1 - OBJET DE L'APPEL D'OFFRES :

Dans le cadre de l'exécution du budget autonome Fond Routier 2024, le Autorité Contratante de la Commune de NDOP invite les entreprises intéressé à soumissionner pour L'étendre La Campagne de sensibilisation à l'attention des conduiteur des motos taxis situes dans la Route Nationale Nº 11 de la Commune de Ndop.

2- CONSISTANCE DES TRAVAUX

La nature des prestations est clairement définie dans les termes de références de la mission

- a. Identifier toutes les radios de proximité émettent dans la commune
- b. Identifier les principaux facteurs d'insécurité routière dans la commune
- c. Effectuer une évaluation de la production médiatique en matière de sécurité routière
- d. Élaborer des émissions radio novatrices en vue d'améliorer la sensibilisation en matière de sécurité routière
- e. Négocier des espaces de diffusion dans la programmation quotidienne ou hebdomadaire des radios communautaires de la commune
- f. Assurer le suivi de la diffusion des émissions nouvelles conçues auprès desdits radios
- g. Recueillir les rapports hebdomadaires de diffusion auprès des radios en vue de s'assurer e l'effectivité de la diffusion des émissions de sensibilisation
- h. Mener une campagne dans les écoles et créer des clubs de sécurité routière
- i. Créer une séance de travail et campagne avec les responsables des syndicats de chauffeurs (bus, taxi et camions)

3 - PARTICIPATION

Le présent appel d'offres est ouvert aux entreprises ayant des expériences dans ce domaine.

4 - FINANCEMENT

Les études seront financées par le budget de fond routière 2024

5 - BUDGET PREVISIONNEL

Les couts prévisionnelles des prestations est de quinze million (15, 000,000) frs cfa.

6 - CONSULTATION

Le dossier d'appel d'offre peut être consulté aux heures ouvrables au Services de Marches Room, bâtiment principal de la commune de NDOP àQuarters, Tel :

7 - ACQUISITION DU DOSSIER D'APPEL D'OFFRE.

Le Dossier d'appel d'offre peut être obtenu au Services de Marches Room de la Commune de NDOP Tel:, Sur présentation d'une quittance de versement recettes Municipal de la commune de NDOP d'une somme non remboursable de **trente-cinq** mille(35,000) francs cfa Pendant le retrait du dossier d'appel d'offre, chaque soumissionnaire devra laisser son adresse complète.

8 - REMISE DES OFFRES

Les offres établie en Anglais ou en Français en Sept exemplaires [un original et six copies marques comme tels] devra parvenir au secrétariat particulier, contre récépissé au plus tard le ______ á ____ heures et portera l'inscription:

AVIS D'APPEL D'OFFRES NATIONAL OUVERT NO. 1.3./AONO/ NC/ NCITB/2024 DU 1.2024 pour la sensibilisation et formation des Conduiteurs des motos taxis en matières de Sécurité et comportement responsables sur la route national N° 11 de la Commune de Ndop.

"A n'ouvrir qu'en séance de dépouillement "

9 - RECEVABILITE DES OFFRES

Chaque soumissionnaire devra joindre á ses pièces administratives, un caution de soumission établie par une banque de premier ordre ou une agence d'assurance agréée par le ministère chargé de finances et dont la liste figure dans le présent dossier d'appel d'offre, d'un montant de **trois cent mille (300,000) frs cfa** Toutes les cautions de soumissions seront valables pendant quatre-vingt (90) jours au-delà de la date originale de validité des offres.

Sous peine de rejet, les autres pièces administratives devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous -préfet), conformément aux stipulations du Règlement Particulier de l'appel d'offre.

Elles devront obligatoirement dater de moins de trois (3) mois précédant la date de dépôt des offres et avoir été établies postérieurement à la date de la signature de l'avis d'appel d'offres. Toute offre non-conforme aux prescriptions du présent avis et du dossier d'appel d'offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréé par le ministère chargé des Finances ou le non-respect des modèles des pièces du DAO, entraînera le rejet de l'offre.

10 - OUVERTURE DES OFFRES

Les offres seront ouvertes au Bureau des Marches Public de la commune de NDOP le 26/05/2024 neures locale, par la commission interne de passation des marchés auprès de la Commune de NDOP en présence des soumissionnaires désirant d'être présent ou leurs représentant dument mandate ayant une parfaite connaissance de leur offre

11 - DELAI D'EXÉCUTION

Le délai maximal pour l'exécution des travaux est de 90 jours à compter de la notification de l'Ordre de service de démarrage des travaux.

12- PRINCIPAUX CRITERES ELIMINATOIRE

Les offres pourront être rejettes dans l'un des cas ci-après :

- Dossier administratives incomplet 48 heures après l'ouverture des plis comme stipule dans l'article 92 alinéa 2 du décret No. 2018/366 du 20 juin 2018 instituant le code des marches
- Fausse déclarations ou document falsifie
- Offre technique/ financier incomplet
- Non-conformité au DAO
- Non obtention d'au moins 70% des points dans les critères de qualification
- Absence de la caution de soumission

13 - LES PRINCIPAUX CRITERES DE QUALIFICATION

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

CRITERES	
 Presentation 	POINTS
Chiffree d'offe:	5 points
financement	5 points
Plan des actions	
Références d'entreprise	15 oints
 Logistique et moyen matériels 	20 points
* Personnel	10 points
TOTAL	45points
Seule la soumission ayant obtenu au m	100 points

Seule la soumission ayant obtenu au moins 70% des points sera éligible pour l'analyse financière

14 - VALIDITE ET DUREE DES OFFRES

Les Soumissionnaires resteront engagés par leur offre pendant une période de Quatre-vingt-dix [90] jours à compté de la date limite fixée pour leur remise.

15 - RENSEIGNEMENT COMPLEMENTAIRES

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Services de Marches, de la commune de Ndop, Tel: +237

Ampliation:

MINMAP Ngoketunjia

ARMP (pour publication et archivage)

Président CIPM de la Comune de dop

Affichage (pour information)

Archives/Chrono

L'AUTORITE CONTRACTANTE 6 JUIL 2024 MD(PHD) I SURGERY I ORTHOPAEDIC THE MAYOR I LE MAIRE

DOCUMENT No. 2

GENERAL TENDER REGULATIONS

GENERAL RULES OF THE INVITATION TO TENDER

A) - GENERAL PROVISION

ARTICLE 1; SCOPE OF THE TENDER

- 1.2 The successful bidder must complete the works within the time –limit indicated in The Special Regulations and which time- limit runs from the date of notification of the Service Order to Commence works.
 - 1.3 In this tender file, the terms **Contracting Authority** shall imply **THE MAYOR**, **NDOP COUNCIL** and the term **day** means a Working day

ARTICLE 2; FINANCING

The works subject of this invitation to tender shall be financed by the Road Funds line 2023

ARTICLE; 3 FRAUDS AND CORRUPTION

- 3.1 The contracting Authority requires of bidders to strictly respect rules of Professional ethics during the award and execution of public contracts. By virtue of this principle, the contracting Authority;
- A) defines within the context of this clause, the following expressions in the following manner;
- i) Shall be guilty of corruption whoever offers, gives, requests or accepts an advantage in view of influencing the action of a public official during the award of execution of a contract;
- ii) Is involved in fraudulent manœuvres' who ever deforms or distorts facts in order to influence the award or execution of a contract;
- iii) Collusive practices mean any form of agreement between two or among several bidders (whether the contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
- iv) And coercive practices mean any form of harm against person or their property or threats against them in order to influence their action during the award or execution of a contract.

ARTICLE 4: CANDIDATES ALLOWED TO COMPETE

- 4.1 Participation is open to duly legalized Cameroonian enterprises or companies that fulfill the requirements of this invitation to tender.
 - 4.2 Generally, the invitation to tender is addressed to all suppliers, subject to the following provisions:
 - (a) A bidder (including all members of a group of enterprises and all sub suppliers to the bidder) must be from an eligible country, in accordance with the funding agreement.
 - (b) A bidder (including all members of a group of enterprises and all subsuppliers to the bidder) must not be in a situation of conflict of interest.

A bidder shall be judged to be in a situation of conflict of interest if he:

- is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-suppliers in more than one offer.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority.
- (e) The beneficiary should not have any abandoned project with FEICOM

ARTICLE 5; MATERIAL, EQUIPMENT AND RELATED SERVICE

- **5.1** Material supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the special regulation of the invitation to tender and all expenditure done within the contract shall be limited to the said materials, supplies, equipment and services.
- **5.2** Within the meaning of Article 5.1 above, the term originate shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the service originates.

ARTICLE 6; QUALIFICATION OF BIDDER

- 6.1 As an integral part of their offer, bidder must;
 - A) Submit a power of attorney making the signatory of the offer bound by the offer; and
 - B. Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender) Where necessary, bidders should update the information relating to the following points.

Access to a credit line or availability of other sources of funding considering the scope of the service, the production of recent balance sheets and turnovers may be required;

(ii) Orders acquired and contracts awarded;

(iii) Pending litigations

- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following:
 - (a) The offer must include all the information listed in Article 6(1) above;
 - (b) The offer and the contract must be signed in a way that is binding on all members of the group;
 - (c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due for;
 - (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Contracting Authority with regard to the execution of the contract
- (e) In the case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account; or on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.
- 6.3 Bidders must equally present sufficient detailed proposals to demonstrate that they conform to the technical specifications and delivery time limits set in the special Regulations of the invitation to tender.
- 6.4 National bidders and groups of national and international bidders requesting to benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish ball the necessary information to prove that they satisfy the eligibility criteria set in Article 32 of the General Regulations of the invitation to tender.

ARTICLE 7: VISIT OF WORKS SITE (not applicable)

B. TENDER FILE

ARTICLE 8: CONTENT OF THE TENDER FILE

- 8.1 The Tender file describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with Article 10 of the General Regulations of the invitation to tender, it includes the following
 - The letter of invitation to tender (for restricted invitation to tender);
 - b. The tender notice;
 - c. The General Regulations for the invitation to tender;
 - d. The Special Regulations for the invitation to tender;
 - e. The Special Administrative Conditions;
 - The Special Technical Conditions; f.
 - The Price Schedule;
 - h. The Bill of Quantities and Estimates;
 - The Sub Details of Prices;
 - The Execution Schedule; j.
 - k. Charts and Other Elements of the Technical File;
 - Forms indicating the Equipment, Personnel and References of the Bidder:
 - m. Model Bid Letter;
 - n. Model Bid Bond;
 - o. Model Final Bond;
 - p. Model of Bond of Start-Off Advance;
 - q. Model of Bank Guarantee in Replacement of the Retention Fund;
 - r. Model Contract;
 - s. Forms Relating to Preliminary Studies;
 - List of Commercial Banks and Financial Institutions approved by the Ministry in charge of Finance authorized to issue bonds.
- 8.2 The bidder must examine and respect all the rules, forms, conditions, and specifications contained in the Tender File. Bidder must furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any adequacy may lead to a rejection of his offer.

ARTICLE 9: CLARIFICATIONS ON THE TENDER FILE AND PETITION

- 9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or email) at the Contracting Authority's address - The Mayor, NDOP Council. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of
 - A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, shall be addressed to all bidders who bought the Tender File.
- Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the

public contracts award procedure may lodge a complaint to the Contracting Authority.

9.3 The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the Chairperson of the Tenders Board.

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

9.4 The contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to the body of the regulation of public contracts.

ARTICLE 10: AMENDMENT OF THE TENDER FILE

- 10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.
- Any published addendum shall be an integral part of the Tender File, in accordance with Article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.
- 10.3 In order to give bidders sufficient time to take account of the addendum in preparation of their offers, the Contracting Authority as is necessary, the deadline for submission of offers, in accordance with provisions of Article 22 of the General Regulation of the invitation to tender.

C. PREPARATIONS OF TENDER

ARTICLE 11: COSTS OF TENDER

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

ARTICLE 12: LANGUAGE OF OFFER

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

ARTICLE 13: DOCUMENTS OF THE OFFER

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

Volume 1: Administrative File

It includes:

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

b. Volume 2: **Technical Offer**

Information on qualifications

The Special Conditions lists the documents to be furnished by bidders to justify the qualification criteria mentioned in Article 6(1) of the Special Conditions of the invitation to tender.

B.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the Technical offer of the bidder especially: a methodological statement on an analysis of the works and specifying the organization and program which the bidder intends to put in place or use to execute the works (installations, schedules, PAQ, sub-contracting, attestation of site visit, etc).

Proof of Acceptance of Conditions of the Contract **B.3**

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

- The Special Administrative Conditions (SAC);
- the Special Technical Conditions (STC); 2.
- Model Contract 3.

Commentaries (Optional) b.4

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

C. Volume 3: Financial Offer

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

- The signed and dated original offer (Bid letter) prepared according to the attached model, stamped at the prevailing rate;
- the duly filled Unit Price Schedule;

- 3. The duly filled detailed estimates;
- 4. The sub-details of prices and /or breakdown of all-in prices;
- 5. The projected schedule of payments, where needed.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of Article 17(1) of the General Regulation of the invitation to tender concerning the other possible forms of guarantees.

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

ARTICLE 14: CONTRACT AMOUNT

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in Article 1.1 of the General Regulation of the invitation to tender, on the bases of the price schedule and the detailed Bill of Quantities and Estimates presented by the bidder.
- 14.2 The bidder shall fill the Unit Prices and totals of all items on the schedule and Bill of Quantities and Estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of offers, shall be included in the prices and in the total amount of the offer presented by the bidder.
- 14.4 If a price revision /updating clause are provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in Annexures.

ARTICLE 15: CURRENCY OF OFFER AND PAYMENT

- 15.1 In case of international invitations to tender, the currencies of the offer shall follow the provisions of either Option A or Option B below, the applicable option being that retained in th Special Regulations of the invitation to tender.
- 15.2 **Option A:** the amount of the offer shall be in the national currency (CFA francs). The amount of the offer, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in the CFA francs in the following manner:
 - a) Prices shall be entirely drawn in CFA francs. The bidder who intends to commit expenditures in other currencies for the realization of the works shall indicate in the annex to the tender the percentage (s) of the amount necessary to cover the needs in foreign currencies, without exceeding the maximum of

- the three currencies of member countries of the funding institution of the contract.
- b) The exchange rates of the foreign currency in CFA francs used by the bidder to convert his offer into national currency shall be specified by his in an annex to the offer. This rate shall be applied to any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.
- 15.3 **Option B:** The amount of the offer shall be directly made in the national and foreign currency at the rates fixed in the special Regulations.
- a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's Country shall be the in currency of the Contracting Authority "s country specified Regulation and called " national Currency.
- b) The prices of the inputs necessary for works which the bidder intends to procure out of Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.
 - 15.4 The contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annexures to the bids are reasonable, to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder
 - During the execution of the works, most of the foreign currency to be paid as part of the contract, may be revised in common accord between the Contracting Authority and the contractor in a way as to take account of any modification in the foreign currency needs within the context of the contract.
 - 15.6 For national invitation to tender, the currency shall be the CFA franc.

ARTICLE 16: VALIDITY OF OFFERS.

- 16.1 Offers must remain valid **One hundred and twenty (120) day** as stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of Article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority as not being in Conformity.
- 16.2 Under exception circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time- limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in Article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bound. A bidder who consents to an extension shall not be asked to modify his offer nor shall he be authorized to do so.

Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the Service Order for start of execution of works by the retained bidder, as Specified Regulations. The effect of updating shall not be into account for purposes of evaluation

ARTICLE 17: BID BOND

- 17.1 In application of Article 13 of the General Regulation, the bidder shall furnish bid bounds as specified in the special regulation and which bid bound shall be an integral part of his offer.
- 17.2 The bid bond must conform to that presented in the tender file; other models may be authorized subject to the approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of Article 16 (2) of the General Regulations.
- 17.3 Any offer without an acceptable bid bond shall be rejected by the Tenders Board for non-conformity. The bid bound of associated enterprises must be established in the name of the group submitting the offer and mention each member of the associated grouping.
- 17.4 The bid bond of the bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter signs the contract and furnishes the required final bond.
- 17.6 The bid bond may be seized:
 - a) If the bidder withdraws his offer during the period of validity;
 - b) If the retained bidder:
 - Fails in his obligation to register the contract in application of Article i) 37 of the General Regulations:
 - Fails in his obligation to furnish the required final bond in application ii)
 - of Article 38 of the General Regulations. iii)

ARTICLE 18: VARYING PROPOSALS OF BIDDERS

- Where the works can be executed within variable deadlines, the Special Regulations shall Specify these deadline and shall indicated the method retained for the evaluation of the completion deadline proposed by the bidder within the Specified deadlines. Offers that propose deadlines beyond that Specified shall be considered as not being in conformity.
- 18.2 Except in the case mentioned in article 18 (3) below, bidders wishing to offer technical variants must assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the

Contracting Authority needs for a Complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposes construction methods and all other useful information. If necessary, the Contraction Authority will examine only the technical variants of the bidder offer conforming with the basic solution that has been evaluated as the lowest bid.

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

ARTICLE 19: PREPARATORY MEETING TO THE ESTABLISHED OF OFFERS.

- 19.1 Except otherwise stipulated in the Special Regulation, a bidder may be invited to take part in the preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in writing or by fax to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received late. In this case the questions and answers shall be transmitted according to the methods set out in Article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modifications of the documents of the Tender File listed in Article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of offers shall not be a reason for disqualification.

ARTICLE 20: FORM AND SIGNATURE OF OFFER

- 20.1 The bidder shall prepare an original of the documents described in Article 13 of the General Regulations in the volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number of copies required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The originals and copies of the offer must be typed or written in undeletable ink (photocopies shall be accepted in case of copies) and shall be signed by the person(s) duly empowered to sign on the behalf of the bidder, in accordance with Article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialed by the signatory (i.e.) of the offer.

20.3 The offer shall bear no modification, cancellation or alteration unless such corrections are initialed by the signatory (i.e.) of the offer.

D. SUBMISSION OF OFFERS

ARTICLE 21: SEALING AND MARKING OF OFFERS

21.1 The bidder shall seal the original and each copy of the offer in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The internal and external envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) Should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE **OPENING BIDS"**
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is late in accordance with Article 23 of the General Regulations and to meet the provisions of Article 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the

offer is misplaced or opened prematurely.

ARTICLE 22: DATE AND TIME-LIMIT FOR SUBMISSION OF OFFERS

22.1 The offers must be received by the Contracting Authority at the address specified in Article 21(2) of the Special Regulations not later than the date and limit stated in the Special Regulations.

The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations. In this case all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

ARTICLE 23: LATE OFFERS

Any offer received by the Contracting Authority beyond the deadline for the submission of offers in accordance with Article 22 of the General Regulations shall be declared late and consequently rejected.

ARTICLE 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF OFFERS

- 24.1 A bidder may modify or withdraw his offer after submitting it, on condition that a written notification of the modification or the withdrawal is received by the contracting authority prior to the end of the time limit prescribed for the submission of the offers. The said notification must be signed by and authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".
- 24.2 The notification of the modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the general regulations. The withdrawal may equally be notified by Telex but in this case be confirmed by a duly written notification whose date, post mark being authentic, shall not be posterior to the time limit set for the submission of offers.
- **24.3** Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.
- 24.4 No offer may be withdrawn during the interval between the submission of the offers and the expiry of the validity of offers.

E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS

ARTICLE 25: OPENING OF ENVELOPES AND PETITIONS

- **25.1** The competent tenders board shall open the envelopes in one or two phases and in the presence of the representatives of the bidders who wish to attend at the date, time and address specified in the special regulations. Representatives of bidders shall sign a register attesting to their presence.
- Firstly, envelopes marked "withdrawal" shall be opened and the contents 25.2 announced to the hearing of anyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request the withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modifications of the offer shall only be allowed if the notification contains a valid empowerment of the signatory requesting the modifications and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the prices offered, including any rebates (in case of opening the financial offers) and any variants, where necessary, the existence of a guarantee of the offer if it is required and any other details which the contracting authority deems useful to be mentioned. Only rebates and variants of offers announced the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Offer (and modifications received in accordance with the provisions of article 24 Of the general regulations) which were not opened and read to the hearing of everyone during the bid opening season for so whatever reasons, shall not be submitted for evaluation.
- 25.5 Bid-opening minute are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time limits as well as the composition of the evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to the participants at the end of the session.
- 25.6 At the end of each bid opening session, the chairpersons of the tenders' board immediately hands over to the persons designated by ARMP an initialed copy of the offers presented by bidders.
- 25.7 In case of petition as provided by the public contracts code, it should be addressed to the Public contracts authority with copies being sent to the body in charge of Public contracts, the contracting authority. It must reach within the deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petitioners form duly signed by the petitioner and possibly by the chairperson of the tenders' board.

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

ARTICLE 26: CONFIDENTIAL CHARACTER OF THE PROCEDURE

- 26.1 No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidder and the recommendations of the award shall be given to the bidders nor to any persons before the announcement of the award.
- **26.2** Any attempt by a bidder to influence the evaluation sub-committee of bids or the contracting authority in his award decision may cause the rejection of his offer.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to contact the contracting authority about his offer, he may do so in writing.

ARTICLE 27: CLARIFICATION ON THE OFFERS AND CONTACT WITH THE CONTRACTING AUTHORITY

- 27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the tenders' board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but, however, no change on the amount or content of the offer should be sought, offered or authorized, except it is necessary to confirm the correction of calculation errors discovered by the evaluation sub-committee during the evaluation in accordance with provisions of article 29 of the general regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the tenders' board or the evaluation sub-committee for questions related to their offers, between the opening of envelops and the award of the contract.

ARTICLE 28: DETERMINATION OF COMFORMITY OF OFFERS

- **28.1** The evaluation sub-committee shall carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.
- **28.2** The evaluation sub-committee shall determine if the offer is essentially in conformity with the conditions fixed in the tender file based on the content without recourse to external elements to proof.
- 28.3 An offer that conforms to the tender file shall essentially be an offer that respects all the terms, conditions and specifications of the tender file, with substantial divergence or reservations. A substantial divergence or reservation is that:
 - i) Which substantially limits the scope, quality or realization of the work or supply;
 - Which substantially limits and is not in conformity with the tender file, the rights of the contracting authority or the obligations of the bidder in relation to the contract; or
 - Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the tender file.
- **28.4** If an offer is essentially not in conformity it shall be rejected be the competent tender board and shall not eventually be rendered in conformity.
- 28.5 The contracting authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the tender file shall not be considered during the evaluation of the offers.

ARTICLE 29: QUALIFICATION OF THE BIDDERS

The evaluation sub-committee shall ensure that the successful bidder, who has an offer substantially in conformity with provisions of the tender file, fulfils the qualification criteria stipulated in article 6 of the special regulations. It is essential to avoid any arbitrariness in determining qualification.

ARTICLE 30: CORRECTION OF ERROR

- **30.1** The evaluation sub-committee shall verify offers considered essentially in conformity with the tender file to correct the possible calculation errors. The evaluation sub-committee shall correct the errors in the following manner:
- (a) Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price presented shall be authentic and the unit price corrected.
- **(b)** If the total price obtained by addition or subtraction of the totals is not exact, the subtotal shall be considered authentic and the totals corrected.
- (c) Where there is a difference between the price indicated in words and figures, the amount in words shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub detail of the said price, in which case the amount in figures shall prevail subject to paragraph (a) and (b) above.
- 30.2 The amount featuring in the offer shall be corrected by the evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deem to commit him.
- 30.3 If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the bid bond may be seized.

ARTICLE 31: CONVERSION INTO A SINGLE CURRENCY

- **31.1** To facilitate the evaluation and comparison of offers, the evaluation subcommittee shall convert the prices of offers expressed in various currencies into those in which the offers is payable.
- 31.2 The conversion shall be done using the selling rate fixed by the bank of Central African States (BEAC) under the conditions fixed by the special tender regulations.

ARTICLE 32: EVALUATION AND COMPARISON OF OFFERS AF THE FINANCIAL LEVEL

- **32.1** Only offers considered as being in conformity, as per the provisions of article 28 of the general regulations, shall be evaluated and compared by the evaluation sub-committee.
- **32.2** By evaluating the offers, the evaluation sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:
 - a) By correcting any possible error in accordance with the provisions of article 30.2 of the general regulations.
 - **b)** By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of the works done the approval and supervision where they are valued in a competitive manner as specified in the special regulations.
 - c) By converting into a single currency the amount resulting for the rectifications (a) and (b) above, with the provisions of article 31(2) of the general regulations.
 - **d)** By appropriately adjusting any other modification, divergence or quantifiable reservation on technical and financial basis.
 - e) By taken into consideration the various execution time-limits proposed by the bidders, if they are authorized by the special regulations.
 - f) If need be, in accordance with the provisions of article 13(2) of the general regulations and the special regulations by apply the rebates offered by the bidder for the award of more lots, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of the special regulations and the technical specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the contracting authority in the special regulations.
- **32.3** The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.

The contracting authority reserves the right to accept or reject any modifications, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are no taken into account during the evaluation of offers.

32.3 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the contracting authority, the evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any

element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the contracting authority may reject the offer.

ARTICLE 33: PREFENCE GRANTED TO NATIONAL BIDDERS

If this provision is mentioned in the special regulations, National contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the public contracts code.

F. AWARD OF THE CONTRACT

ARTICLE 34: AWARD

- 34.1 The contracting authority shall award the contract to the bidder whose offer was judged essentially in conformity with the tender file and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated the lowest by including, where necessary, the proposed rebates.
- **34.2** If, according to article 13(2) of the general regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taken into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of the award.

ARTICLE 35: THE RIGHT OF THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE

The contracting authority reserves the right to cancel a procedure of invitation to tender after the authorization of the Minister delegate at the presidency in charge of Public Contracts where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent tenders' board, without any claims being entertained.

ARTICLE 36: NOTIFICATION OF THE AWARD OF THE CONTRACT

Before the expiration of the validity of the offers set by the special regulations, the contracting authority shall notify the successful bidder in writing. The letter will indicate the amount the contracting authority will pay the contractor to execute the works and the execution time limit.

ARTICLE 37: PUBLICATION OF RESULTS AND PETITIONS

37.1 The contracting authority shall communicate to any bidder or the administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the independent observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.

37.2 The contracting authority is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

- **37.3** After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- **37.4** In case of petition, it should be addressed to the authority in charge of Public contracts, the contracting authority and the chairperson of the tenders' board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

ARTICLE 38: SIGNING OF THE CONTRACT

- **38.1** After the publication of the results, the draft contract subscribed by the successful bidder is submitted to the tenders' board and the competent specialized contracts control board where need be for approval.
- **38.2** The contracting authority has a deadline of five (5) days to sign the contract from the date of reception of the draft contract approved by the competent tenders' board and subscribed by the successful bidder.
- **38.3** The contract must be notified to the holder within five (5) days of its date of signature.

ARTICLE 39: FINAL BOND

- **39.1** Within twenty (20) days of the notification by the contracting authority, the contractor shall furnish to the contracting authority a final bond.
- **39.2** The final bond whose rate varies between two (2%) percent or five (5%) percent of the amount of the contract may be replaced by a guarantee from a banking establishment.
- **39.3** Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract.

DOCUMENT No. 3 SPECIAL TENDER REGULATIONS

II- / MAIN QUALIFICATION CRITERIA

	EVALUATION SUB-CRITERIA 100 POINTS						
	14 .		CRITERIA				
		PRESENTATION (5points)					
		Spiral binding of all documents1pt					
	×22 × 7	Order of presentation	n with color separate	ors1nt			
	A	Numbering of pages on various parts1pt					
		Clarity of documents	S	1nt			
		Table of content on a	all set of document	1pt			
			5p				
		TURN OVE	ER AND ACCESS TO	CREDITS			
		Turn over (TO) shall be certificate(3pts)	assessed based on the	non-indebtedness			
		TO less than 15million	TO between 15 to 50 million	TO above 50 million			
		1pt	2pt	3pts			
	В	Access to credit (AC) or	pre-linancing	2naint-			
	В	Access to credit (AC) or This shall be judged a capacity of a bank his be awarded loans.	from the certificate of	f pre financia			
	В	This shall be judged a capacity of a bank his	from the certificate of	f pre financing he candidate could			
	В	This shall be judged to capacity of a bank his be awarded loans. AC less than 5	from the certificate of storic showing that the AC between 5 to 10	f pre financing he candidate could			
C	;	This shall be judged to capacity of a bank his be awarded loans. AC less than 5 million 1pt Action plan (descrip organize itself for the human researched because its located axation or building possible capacity of a bank his	AC between 5 to 10 million 2pt tion of how the conhe execution of its sources and logistic adde proof of office speed (tenancy agreement)	AC above 10 million 3pts asulting firm shall tasks in terms of es, etc.) ace where their			
C	; 11 t	This shall be judged to capacity of a bank his be awarded loans. AC less than 5 million 1pt Action plan (descrip organize itself for the human researched) Here they should included	AC between 5 to 10 million 2pt tion of how the conhe execution of its sources and logistic adde proof of office speed (tenancy agreement)	AC above 10 million 3pts asulting firm shall tasks in terms of es, etc.) ace where their			

Action plan and proposed methodology					
	fair	good	Very	excellen t	
Methodology of execution of mission	0.5	1	2	3	3
Planning of tasks	0.5	1	2	3	3
Planning on deployment of personnel	0.5	1	2	3	3
Coherence between planning	0.5	1	2	3	3

REFERENCES

_20points

The references shall be assessed in three sub criteria;

- General references by number of projects in the domain of elaboration of economic and financial studies or business plans.
- Pertinent references by number of projects in the domain of consultancies in economic and financial activities
- Cumulative amount of the references presented

These shall be assess as below;

GENERAL EXPERIENCE IN DESIGN AND/OR SUPERVISION OF WORKS OR ELABORATION OF STUDIES6points

D

Number of projects	Less than 3	Between 3 to 5	Above 5
Number of points	2	4	6

PERTINENT EXPERIENCE IN THE ELABORATION OF STUDIES......8points

Number of projects	0	1	3	Above 3
Number of points	0	3	5	8

Cumulation	T .1			
Cumulative	Less than	Between 20	Between 50	Above

		0million	to 50 millio	_	o 75mill	ion 75 millio
	Number of points	0	2		3	6
	LOGISTIC OR	MATER	IAL MEA	ANS OF	THE E	ENTERPRIS
	Pick ups	N	lumber	0	1	2 /ABOVE
			points	0	1	2
	Personal vehic	les N	umber	0	1	2 /ABOVE
		I	oints	0	1	2
E	ii -Computer ha	ers Ni	umber	0	1	
E		ers Ni				6point
E		ers Ni	umber	0	1	6point 2 /ABOVE
E		ers N	umber	0	1	6point 2 /ABOVE
E	Desktop comput	p Nu	umber oints	0	1 1.5	6point
E	Desktop comput	p Nu	oints	0 0	1 1.5	6point 2 /ABOVE 2 /ABOVE

		HUMAN RES		
	A - I	KEY STAFF FO	R THE PROJ	JECT
I - I	read of mission	(TEAM LEADE	ER)	8points
	Master	r's degree		3 points
	Dachel	or s degree		2.5 nointa
	Certificate or	aipioma		15 nainte
	Less in	nan a university d	egree	1 point
Profe	essional experier	ice in the domain	as judged for	
datea	l CV	·····	i us juugeu jro	m a signed and3points
				spoints
	LESS THAN	DEI WEEKS	BETWEEN	
	5 YEARS	AND 10	10 AND 15	YEARS
	1 pt	YEARS 2 pts	YEARS 3 points	
		2 pts	3 points	5 pts
Profes	Less tha	or s degree	gree.	1point
Profes lated	Less that sional experience CV2.5pc	or s degree liploma In a university de ce in the domain oints	greeas judged from	2.5points1.5 points1point n a signed and
Profes lated	Less than Syears	liploma In a university de	greeas judged from BETWEEN 10 AND 15	2.5points 1.5 points 1point
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0.5point	1 points	Ipoints	1.5points

B - support staff (SECRETARY AND DRIVER)

THE CONSULTING FIRM IS EXPECTED TO PRESENT AT LEAST TWO (2) SECRETARIES AND A DRIVER

1 – SECRETARIES......3.5 points for each of them

LESS THAN 5YEARS	BETWEEN 5 AND 7 YEARS	ABOVE 7 YEARS
0.5	1point	1.5points

1 – DRIVER......2.5 points for each of them

category of driver's license......1points

Professional experience in the domain......1.5points

LESS THAN 5YEARS	BETWEEN 5 AND 7 YEARS	ABOVE 7 YEARS
0.5	lpoint	1.5points

All certificates must be certified true copies not less than 3 months all, the CV of experts signed and dated.

ONLY BIDDERS WHOSE OFFER SHALL SCORE ATLEAST 70/100 SHALL BE ELIGIBLE FOR FINANCIAL EVALUATION.

THE FINANCIAL OFFERS SHALL BE EVALUATED AS FOLLOWS;

 $(alb/ab \times 100) \times 30$ where alb = amount of lowest bidder ab = amount of bidder

	THE FINAL SHALL = 0.8 (TECHNICAL SCORE) + 0.2 (FINANCIAL SCORE)
6	
7	In case of group enterprises: power of attorney for the representative SITE VISIT
	Visit of works site: Not applicable
8	Language of offer: All offers shall be a six
9	Language of offer: All offers shall be written in either English or French PRESENTATION OF OFFERS
	The list of documents referred to in Article 13 of the General Regulations must be completed, grouped in three volumes as indicated and inserted in envelopes and labeled as follows:
	ENVELOPE A - VOLUME I:
	ADMINISTRATIVE DOCUMENTS
	a. Declaration of intention to tender (Rid letter)
	a fiscal and communal stamp affixed
	b. The group agreement, where need be; c. The power of attorney where need be;
	d. A certificate of non-bankruptcy established by the court of the place of
	of Holl-ballki upicy established by the court of the place of

d. A certificate of non-bankruptcy established by the court of the place of residence of the bidder dated not more than three (03) months preceding the date of submission of offers;

e. An attestation of Bank Account issued by a Commercial Bank approved

by the Ministry in charge of Finance and approved by COBAC;

f. Original receipt of purchase of Tender File;

g. The Bid Bond (according to the attached model) of three Hundred thousand (300,000) frs cfa. They shall have a validity of 90 days and issued by the same bank that produced the attestation of bank account; Cheques shall not be accepted.

h. An attestation of non-exclusion from public contracts delivered by the

Public Contracts Regulatory Agency, ARMP;

- i. An Attestation of site visit and site visit report endorsed by the bidder and supervisor;
- j. An Attestation of Bidding purposes for this tender of not more than three (03) months old issued by the National Social Insurance Fund;
- k. An Attestation of Tax Clearance of not more than three months old issued by the Tax Department certifying that the bidder has effected all statutory declarations in issues of taxes for the current financial year;

1. A valid Taxpayers card certified by taxation;

m. Attestation of localization certified by taxation

n. Certificate of business incorporation according to OHADA

In case of a group of companies each member of the group must present a complete administrative file, documents e, f, g, being presented only by the representative of the group.

ENVELOPE B - VOLUME II: TECHNICAL OFFER

B.1 INFORMATION ON QUALIFICATION CRITERIA

Bidders shall be evaluated based on the criteria outlined in 5 above and are expected to furnish all relevant justifications relating to their response.

B.2 TECHNICAL PROPOSALS

Bidders shall study the terms of reference and establish a suitable action plan for the execution of the mission.

- B.3 PROOF OF ACCEPTANCE OF THE CONTRACT CONDITIONS Bidders must sign as proof of acceptance of contract conditions in the following documents:
 - Specimen Contract Documents Nos. 4 & 9 (each page should be initialed and the last page signed and stamped)
 - Technical Specifications (each page should be initialed and the last page signed and stamped)
- B. 4

References of the bidder shall obligatorily be for similar works i.e. studies, design and supervision of similar works

ENVELOPE C - VOLUME III: FINANCIAL OFFER

- C.1 The offer shall be as per the attached model Bid letter (Annexure 1), with a 1500 FCFA fiscal stamp affixed to it and dated.
- C.2 The duly filled Unit price schedule (indicating the price in words and figures);
- C.3 The duly filled detailed estimates;
- C.4 Price sub details
- C.5 pre financing capacity of at least() million.
- N.B The various parts of the same file must obligatorily be separated by color dividers both in the original and in the copies in a way as to facilitate examination.

10 PRICE AND CURRENCY OF OFFER

- Prices shall be inclusive of taxes and the currency shall be the national currency Franc CFA
- The prices of the contract are not revisable

PREPARATION AND SUBMISSION OF OFFERS

11 VALIDITY OF OFFERS:

The period of validity of offers is 90 days from the date of submission of offers

12 BID BOND

Bidders shall furnish bid bond of **three hundred thousand (300,000)** frs cfa issued by a Commercial Bank recognized by the ministry in charge of Finance and recognized by COBAC.

Cheques will not be accepted.

13	EXECUTION PERIOD Offers are called on the basis of a maximum execution period of three (3) months. The execution period proposed by the successful bidder shall become the contractual execution period.			
14	MANNER OF SUBMISSION The number of copies of the offer shall be SEVEN (7) including one original copy. The address of the Contracting Authority to be used for the submission of offers: The Mayor, NDOP Council with the inscription;			
	OPEN NATIONAL INVITATION TO TENDER NO/ONIT/NC/NCITB/2024 OF			
15	SUBMISSION OF OFFERS Place, date and time-limit of submission of bids: Bidders shall submit their offers at the Project development Office ROOM NDOP Council on or before the			
16	OPENING OF BIDS Place, date and time of opening of bids: Bids shall be open in a single phase at the Tender Board office Room NDOP Council			
17	AWARD OF THE CONTRACT AND FINAL BOND The contract shall be awarded to the bidder with the lower or lowest financial offer who satisfies the administrative and technical requirements. The successful Bidder must furnish a final bond of two percent of the contract amount all taxes inclusive.			

DOCUMENT No. 4 SPECIAL ADMINISTRATIVE

REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

MINISTERE DE LA DECENTRALIZATION ET DU DEVELOPPEMENT LOCAL

REGIONALE DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

COMMUNE DE NDOP

SERVICE DE PASSATION DES MARCHES



REPUBLIC OF CAMEROON Peace-Work- Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGIONAL

NGOKETUNJIA DIVISION

NDOP COUNCIL

PUBLIC CONTRACTS SERVICE

PUBLIC		
JOBBING ORDER NoINVITATION TO TENDER FOR SENSITISATION A ON ROAD SAFETY MEA	CONCLUD R NO	ED AFTER OPEN NATIONAL COMMENCIAL BIKE RIDERS BLE BEHAVIOR IN NDOP
CONTRACTING AUTHORITY	: THE MAYOR, NDOP C	COUNCIL
CONTRACT HOLDER:		
RESPONSIBLE BEHAVIO	KIIICKS IIN DIAKI C	ON AND TRANING OF SAFETY MEASURE AND
PLACE OF EXECUTION:	NDOP	
CONTRACT AMOUNT:		
	AMOUNT WITHOUT TAX	
	VAT (19.25%)	
	AIT (5.5% OR 2.2%) AMOUNT ATI	
	Net payable	
CONTRACTUAL DEADLINE:	90 DAYS	
	70 DA13	
UNDING:	Road Fond line 2024	
		SURSCRIPE ON
		SUBSCRIBE ON:SIGNED ON:
		NOTIFIED ON:
		REGISTERED ON:
1 P a g e		

JOBBING ORDER

SIGNED

BETWEEN THE MAYOR OF NDOP COUNCIL represented by the **MAYOR** herein referred to as the **CONTRACTING AUTHORITY** on one hand

AND	
represented by _	
Manager of the Enterprise herein referred to as	the Contractor on the other hand.

IT HAS BEEN AGREED THAT:

SUMMARY CHAPTER 1 GENERAL PROVISIONS Subject of the works order Article 1: Article 2: Contract award procedure Definitions and attributions of functions Article 3: language, applicable laws and regulations Article 4: Reference documents of the contract Article 5: General applicable texts Article 6 Communication between the contracting authority and the service provider Article 7: Article 8: Service orders Article 9: logistics and human resources of the contractor CHAPTER 2 FINANCIAL PROVISIONS Article 10: Guaranties and cautions Amount of the contract Article 11: Place and mode of payment Article 12: Article 13: Price variation Formula for price revision Article 14: Advances or start up payments Article 15: Article 16: Method of payment Article 17: Penalties for delay Article 18: Partial payments Article 19: Final payments Article 20: Tax and custom dues registration and stamp duty of the contract Article 21: **CHAPTER 3 EXECUTION OF SERVICES** Article 22: **Duration of Contract** Role and duties of the project owner Role and duties of the service provider Article 25: Insurance

Article 23: Article 24:

Work execution program Article 26:

Article 27: Accreditation of human resources

Sub-contracting (subletting) Article 28:

Article 29: Additional Work

CHAPTER 4 ACCEPTANCE AND FOLLOW UP

Acceptance and follow up committee Article 30:

Article 31: Acceptance of services

CHAPTER 4 MISCELLANEOUS PROVISIONS

Article 33: Validities of the contract.

Article 34: Litigations

Residence of the Contractor Article 35: Article 36: Cancellation of the contract

Article 37: Force Majeur

CHAPTER 1 GENERAL PROVISION

Article 1: Subject of contract

The subject of this Jobbing Order is to sensitization and training of commercial bike riders on road safety measures and responsible behavior in Ndop

Article 2: Contract award procedure

The contract has been awarded through an Open National Invitation to Tender No./ONIT/NDOP COUNCIL/NCITB/2024

Article 3: Definitions and attributions of functions

3.1-General definitions

- The contracting authority is the Mayor of the NDOP Council.
- The project owner is the Mayor of the NDOP Council
- The contract manager is the Project Adviser to the NDOP Council hereafter referred to as contract manager; she
- The control engineer is the Divisional Delegate of Transport Ngoketunjia,
- The Divisional Delegation of MINMAP/NGOKETUNJIA shall also ensure monitoring and evaluation for MINMAP.
- The Contractor is _

3.2- Securities

3.2.1 The authority in charge of ordering payment shall be the Mayor NDOP Council (Contracting Authority).

And if it is the final or last payment, they must be a final endorsement from the Divisional Delegate of Public Contracts Ngoketunjia

- 3.2.2 The authority in charge of the clearance of expenditure shall be the Contracting Authority.
- 3.2.3 The body or official in charge of payment shall be Road Fund line 2024.
- 3.2.4 The official competent to furnish information within the context of execution of this Jobbing Order shall be the Mayor NDOP Council

3.3- Follow up and acceptance

The committee shall be convened by the chairman (project owner) following a written request from the consultant. The committee is composed of members as enumerated in article 30 of this contract.

Article 4: language, applicable laws and regulations

The language to be used is either French or English. The service provider shall observe and respect all laws, ordnances, circulars and orders in force in the republic of Cameroon, and also in his institution in the execution of this contract.

Article 5: Reference documents

The reference documents of the present works order are by order of priority as follows

- The tender file.
- The bids of the consultant.

This jobbing order shall be governed by the following texts:

- 1. Texts governing the various professional bodies.
- 2. Law No. 92/007 of 14 August 1992 relating to the work code,
- 3. Law N°. 096/12 of 05^{th} August, 1996 on the management of the environment;
- 4. Law N°. 2000/10 of July 13, 2000 fixing the organization and the modes of the exercise of the profession of the Civil Engineer;
- 5. Law N°. 2018/012 0F 11 July relating to the Fiscal Regime of the State and Other Public Entities;
- Eaw N°. 2022/020 of 27 December 2022 fixing the Finance law of the Republic of Cameroon for 2023 financial year.
 - 7. Decree N°. 2001/048 of 23 February 2001 relating to the setting up, organization and Functioning of the Public Contracts Regulatory Agency.
 - 8. Decree N° 2001/651/PM of 16th April 2003 to lay down the procedure for implementing the Tax and Customs System applicable to Public Contracts
 - 9. Decree N°. 2003/651/PM of April 16, 2003 fixing the modes of application of the Fiscal and Customs Régime of the Public Contracts;
 - 10. Decree N°. 2004/275 of 24th September 2004 to institute the Public Contracts Code;
 - 11. Decree N°. 2005/577 of February 23, 2005 fixing the modes of realization of Environmental impact studies;
 - 12. Decree N° 2012/074 of 08th March 2012 relating to the setting up, organization and functioning of Tenders Board;
 - 13. Decree No 2012/075 of 08th March 2012 organizing the Ministry of Public Contracts;
 - 14. Decree N° 2012/076 of 08th March 2012 to amend and supplement some provisions of Decree N° 2001/048 of February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency (ARMP);
 - 15. Decree $n^{\circ}093/CAB/PM$ of November 05, 2002 fixing the amounts of the Bid Guaranty and of the cost for the purchase of the Tender files,
 - 16. Decree $n^{\circ}070/MINEP$ of April 20, 2005 fixing the different categories of operations whose realization is submitted to the survey of environmental impact,
- 17. the decree n°033/CAB/PM of February 13, 2007 putting in force the Notebooks of the General Administrative Terms (CCAG) applicable to Publics Contracts ,
- 18. Decree n°2018/366 of 20 June 2018 instituting the new Publics Contracts Code,
- 19. Circular No 004/CAB/PM of 4th November 2002 carrying Public Contracts Regulations,
- 20. Order No. 033/CAB/PM of 13th February 2007 enforcing the General Administrative Clauses applicable to Public Works, Supply and Service Contracts,
- 21. Circular n°003/CAB/PM of 18th April 2008 relative to the respect of the rules governing the Award, the Execution and the Control of the Public Contracts;

- 22. Circular n° 002/CAB/PM of 31^{st} January 2011 relative to the improvement of the performance of the System of the Public Contracts;
- 23. Circular n° 003/CAB/PM of January 31, 2011 specifying the modes of management of the Changes of the Economic Conditions of Public Contracts;
- 24. Circular Nº 001/CAB/PR of 19th June 2012 relating to the Award and Control of the Execution of Public Contracts,
- 25. Circular N°00000006/C/MINFI of 30 December 2022 Relating to Instructions to the Execution of Finance Laws, the Monitoring and Control of Execution of the Budget of the State, Public Corporations and Public Establishments, Regional and Local Authorities and Other Subsidized Bodies, for the 2023 financial year.
- 26. The technical norms in force in the Republic of Cameroon,
- 27. Other texts specific to contracting fields.

Article 7: Communication between the contracting authority and the service provider

Any communication between the Administration and the Contractor shall be written either in English or in French.

7.1 -in case where the service provider is the receiver:

The correspondence shall be addressed to [to be précised] or in case of default to the NDOP Council.

7.2 - in case where the contracting authority is the receiver:

The correspondence shall be addressed to the Mayor to the NDOP Council with copies to the contract manager, and control engineer.

Article 8: Service orders

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

- 8.1 The Service Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the contract Engineer.(DD/TRANSPORT)
 - NB: Service Orders to Start Execution shall be considered notified to the contractor after fifteen (15) days following the signing of the Jobbing Order, in case the contractor does not come to collect the Jobbing Order document from the office.
- 8.2 Service Orders with financial incidence likely to notify the time-limits shall be signed by the Contracting Authority and notified by the Chief of service (secretary general of the council) and copy Divisional Finance Controller Ngoketunjia and DDMINMAP/NGOKETUNJIA
- 8.3 Service Order of a technical nature linked to the normal progress of the execution of works and without financial incidence shall be signed directly by the chief of service and notified by the Contract engineer.
- 8.4 Service Order serving as warnings shall be signed by the Contracting Authority and notified to the contractor by the chief of Service.
- 8.5 Service Order for suspension or resumption of execution of works as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the chief of service to the contractor with a copy to the contract Engineer.

- Service Order prescribing execution of works necessary to remedy disorders which could appear 8.6 on structures during the guarantee period and not related to normal usage shall be signed by the Chief of Service upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Service Order received. Having reservations shall not free the enterprise from executing the Service Order received

Article 9: logistic means and human resources of the Consultant

- 9.1 The service provider cannot modify the personnel and equipment presented in his bid without the consent of the contracting authority or the contract manager. In the case of modification the person shall be replace with another of at least the same competence (qualification and experience) or with equivalent equipment of the same performance and in
- 9.2 Any unilateral modification of personnel or equipment before or during the execution of the service can lead to the cancellation of the contract or an application of a penalty of one hundred thousand francs CFA (100.000 FRS) per month per personnel.

CHAPTER 2 FINANCIAL PROVISIONS

Article 10: Guarantees and cautions

10.1 - A final caution fixed at 3% of the contracts amount inclusive of tax shall be furnished by the service provider within twenty (20) days from the date of notification of the signed contract. This caution shall be reimbursed one (1) month from the date of provisional acceptance of the services

upon a written letter addressed to the project owner by the service provider.

10.2 - Caution for start off payment: start off payment could be granted the service provider upon his written request. The start off payment shall not exceed 20% of the contract amount and shall be totally at 100% guarantee by a first class commercial bank. The guarantee shall be released upon complete reimbursements of the said start off payment.

10.3 – The final bond for the performance of this contract is fixed at 3% of the contract amount taxes inclusive

Article 11: Amount of contract The amount of the present contract stands at as shown the detail estimates herein mentioned below The amount of this Contract as per the attached bill of quantities are	nd cost estimates is
Francs CFA inclusive of all tax	xes; that is:
-Amount exclusive of VAT) FCFA.
-Amount of VAT	·····FCFA.
Article 12: Place and mode of payment All settlement shall be done through bank transfer to bank accommode of the payment open in the name of	ccount No at
Article 13: Price variation	

Not applicable in this contract

Article 14: formula for price revision

Not applicable in this contract

Article 15: advances or start off payment

A start off payment of 20% of the total amount of the contract could be granted to the consultant upon his request and presentation of a bank guarantee of 100% of the amount of the start off payment.

This amount shall be deducted from the partial payment i.e. 5% from each payment.

Article 16: Method of payment

Payments to the consultant shall be dove upon presentation of the payment certificate by consultant:

Payment shall be done after validation by the control engineer.

Final payment is conditioned by the validation of the final report and acceptance by the project owner of the said document within fifteen (15) days

Article 17: Penalty for delay

17.1 - The following penalty shall be inflicted if the service provider fails to complete the project within the stipulated time limit;

(a) - 1/2000 of the total cost of the project shall be deducted per calendar day of the first to the thirtieth day.

(b) - 1/1000 of the total cost of the project shall be deducted per calendar day of delay after the thirtieth day.

17.2 – The cumulated amount of the penalties for delay is limited at 10% of the contracts amount taxes inclusive after which the contract shall be systematically cancelled without prior notification.

Article 18: Partial payments (bills)

The service provider disposes of seven (7) days to deposit his bill corresponding to the phase validated by the follow up and acceptance committee.

He shall forward the bill to the control engineer and the bill shall be signed by;

- The Contractor
- The control engineer
- The contract manager (Project Adviser)
- The project owner (contracting authority)

Article 19: Final payment

19.1 - At the end of services, the consultant has a maximum of fifteen (15) days after the reception of the final reports to establish the final bill which shall recapitulate the payments done and the balance to be paid.

19.2 - The control engineer has seven (7) days to notify any irregularities on the bill and accepted by the service provider.

19.3 - In addition to the members cited in article 18 above, the Regional Chief of control Brigade MINMAP Ngoketunjia shall also counter signed the final payment.

Article 20: Tax and custom regime

Decree No. 2003/651/PM of 16th April 2003 to lays down the procedure for implementing the tax and customs systems applicable to Public contracts.

Article 21: Registration and stamp duty of the contract Seven (07) original copies of the contract shall be stamped duty and registered within thirty (30) days following the date of signature at the rate in force and at the expense of the contractor as required by the regulation in force.

CHAPTER 3 EXECUTION OF SERVICES

Article 22: Duration of contract

The time limit for the execution of the project shall be three (03) months except in a situation of circumstances beyond control to be determined by the contracting authority. Any delay shall be penalized according to the regulation in force as stipulated in article 17 above.

Article 23: Role and duties of the Project owner

23.1 - The project owner shall furnish all necessary documentation for the success of the work to the consultant and also ensure the access to the project site at the expense of the service provider.

23.2 – The project owner shall ensure the protection of the consultant against all forms of insults and violence in the execution of the works.

Article 24: Role and duties of the service provider

24.1 - The consultant shall be responsible to execute the works in a diligent, effective and economic manner in conformity to standards and techniques and acceptable practice in his domain of activity.

24.2 – During the period of this contract the consultant shall not be engaged either indirectly or directly to any other professional acts susceptible to compromise his independence with respect to his work.

24.3 - The consultant is obliged to keep all professional secrets on information, documents and any enquiry.

To this effect documents established by the consultant cannot be publish.

All communications and publications shall be done with the approval of the project owner.

24.4 – The consultant shall bear all professional cost, and all cost relative to illness and accidents during the exercise of the work.

24.5 – The consultant cannot modify the composition of the project team without the approval of the project owner.

Article 25: Insurance

The contractor shall be responsible for all damaged or accident at the work site on his personnel or on any material. Subscription to a "global insurance policy" covering all risks during the execution of the

work shall be his responsibility. The consultant has the obligation to submit the global insurance policy within seven (7) days following the notification of the service order to commence work.

Article 26: Action Plan

The work execution program shall be in conformity to the specifications (terms of reference)

Article 27: Accreditation of human resources

The project owner may request the replacement of a member of the project team in case of incompetence or errors committed by the staff and duly established. The replacement is done at the expense of the consultant within fifteen (15) days. The project owner has the right to reject the proposed replacement from the consultant in case of non-qualification.

Article 28: Sub-contracting (subletting)

Not applicable.

Article 29: Additional Work

No additional work shall be carried out without the preliminary written consent of the project owner.

Any work done outside what is contained in this contract shall not be recognized nor paid for unless it has been subject to a written request from the consultant and approved by the project owner.

The consultant must bring up early enough written requests for orders and instructions which he may need for the normal execution of the project.

CHAPTER 4 ACCEPTANCE AND FOLLOW UP

Article 30: Acceptance

A committee comprising the personalities below shall ensure the follow up of the studies and pronounce provisional acceptance of the work:

- Project Owner or Representative

- Chairman

- The Divisional Delegate Transport/Ngoketunjia

- Secretary

- The contract manager

- Member

 The Divisional Delegate MINMAP Ngoketunjia, or his representative observer
- The Divisional Delegate MINDEVEL Ngoketunjia, or his representative observer
- The Contractor

- Member

The chairman can invite any other person based on his/her competence.

Article 31: Acceptance of services

The committee made up of the persons stipulated in article 30 above shall pronounce the acceptance of the services after preliminary approval of the contract manager (chief of service) with the consent of the control engineer on the respect of the terms of reference (specifications) by the consultant. This shall be done through a restitution workshop at the expense of the consultant

CHAPTER 4 MISCELLANEOUS PROVISIONS

Article 33: Validities of the contract

This contract shall be considered valid only after it has been signed by the Mayor, NDOP Council and after notification to the consultant. The contract shall be final after registration.

Article 34: Litigations

Any litigations arising between the contracting parties within the framework for this contract must be subject to a tentative reconciliation through mutual understanding.

Where there is no peaceful settlement, all differences shall be settled by arbitration or taken to the competent jurisdiction connected with such matters in Ndop.

Article 35: Residence of the Consultant

The contractor shall elect residence in Ndop, if he fails to conform to this provision, all correspondence shall be addressed to the Ndop Council.

Article 36: Cancellation of the contract

This contract can only be cancelled by the administration if the contractor;

- Delays in the commencement of works for more than fifteen days after notification.
- Penalties for delay of more than 10% of the contract amount.
- Refuses to execute the work notified by service orders.
- Refuses to repeat works poorly done.
- Violates any regulation necessitating the cancellation of the contract.

Article 37: Dissemination of the contract and related documents

The contract manager shall forward to all members of the follow up and acceptance committee a copy of the contract and related documents at the expense of the consultant.

Article 38: Force Majeure

The contractor is reputed to have perfect knowledge of all the aspects to the works to be executed as well as the local conditions to which might influence the execution and cost. He cannot therefore present claims outside the conditions in the present contract.

The prices contained in the schedule all labour costs, supplies, hiring, operation and maintenance of equipment, cost of transportation of personnel, insurance and social charges of

divers personnel, cost of trans charges.	portation from and to site, all taxes and duties and all incidental
The contractor shall not engag	ge any NDOP council worker for the execution of the contract.
CONTRACT No	CONCLUDED AFTER AN OPEN NATIONAL TO TENDER NO. 2024 OF
CONTRACTING AUTHORITY	THE MAYOR, NDOP COUNCIL
CONTRACT HOLDER:	
SUBJECT OF THE CONT COMMERCIAL BIKE RIDES BEHAVIOR IN NDOP	RACT: SENSITIZISATION AND TRANING OF RS ON ROAD SAFETY MEASURE AND RESPONSIBLE
PLACE OF EXECUTION:	NDOP
CONTRACT AMOUNT:	
	AMOUNT WT VAT (19.25%) AIT (1.1% OR 2.2%) AMOUNT ATI Net payable
CONTRACTUAL DEADLINE:	90 DAYS
FUNDING: PAGE 14 AND LAST: COMMERCIAL BIKE R RESPONSIBLE BEHAVIOR	NDOP COUNCIL TO SENSITIZISATION AND TRANING OF IDERS ON ROAD SAFETY MEASURE AND R IN NDOP
Read and approved by	Mayor, NDOP Council
The Contractor	
Ndop, the	Ndop, the

REGISTRATION

DOCUMENT No. 5

TERMS OF REFERENCE (SPECIFICATIONS)

TERM OF REFERENCE

I.1 Introduction, Context & Justification

I.1.1 Global Context

Road insecurity has in the last decades become very serious in Cameroon, with road accidents causing large numbers of deaths and disabilities, impoverishing families and showing the development of the country as a whole

According to statistics from the Ministry of transport, road accidents are responsible for an average 1,200 deaths per year. An analysis of the occurrences shows that 70% of road accidents are due to human behavior, because of road users' ignorance of the basic rules of the Highway Code and disrespect of accident prevention measuresput in place by the Ministry of Transport to improve on the road safety.

In spite of the measures taken by public authorities and their partners, the frequency of occurrence of road accidents remains high, which shows that such measures have not been sufficiently communicated to the public. In order to overcome this deficiency, the Ministry of transport has decided to use all available means of mass communication in order to encourage behavior change among road users in the country. More specifically, community radios which are proximity radios appear to be an appropriate means of communication to foster behavior change among grassroots populations, in order to curb the trend of the frequency and gravity of road accidents in Cameroon.

In this respect, some local councils are selecting consulting firms to implement a project to improve on the information and sensitization of the population on road safety through community radios.

II. OBJECTIVES OF THE PROJECT

General Objective

The project aims at reducing the frequency of accidents and the vulnerability of the people of NDOP Council to road accidents, and to gradually instigate a culture of road safety among the population.

Specific Objectives

The specific objectives

- To sensitize the denizen of NDOP municipality about the major stakes in road safety
- To support local radio stations in producing more communicative road safety materials

To monitor the broadcasting of road safety media products on community radio stations over a certain period.

III. SCOPE OF WORK

The present assignment shall consist in:

1. Identifying all community radio station operating in the Ndop

2. Identifying the main road insecurity factors around the National Road No 11

3. Carrying out an assessment of media production on road safety

4. Designing innovative radio program to improve road safety sensitization

5. Negotiating broadcasting spaces in the daily or weekly schedules of the community radio stations in the council

6. Collecting weekly reports from the radios to ascertain the effectiveness of the broadcasting of road safety sensitization program

7. Carryout campaign in schools and create road safety clubs

8. Create working session with heads of driver union syndicates (Bus, Taxi and Camion) in NDOP

N.B

All productions must proceed the approval of the contracting authority.

IV. PLANNING OF THE MISSION

The time allocated for this project is 90 days

The project comprises a diagnosis of the behaviour of the target population on the road. The consultant shall use an interview guide to carry out a qualitative study of road insecurity among stakeholders in the area in order to elicit all pertinent information that can help understand the root causes of road insecurity.

The project also includes an assessment of the local media communication on road safety in the council. The consultant shall describe the situation preceding the project in terms of media, size, broadcasting area, popularity among the public and interest in road safety sensitization. The aim of such assessment shall be an objective selection of the local radios to partner with for the purpose of information and sensitizing the people about safe behavious on the road.

Another main activity shall be designing new messages and media programs based of the specific road safety issues in the council and the capacities and capabilities within the local radios. Some of these shall include interactive programs on radio, slogans, spots, and interviews with experts, contributions from the locally competent Divisional Delegate of Transport, event reports, etc

Upon completing the afore-mentioned activities, the consultant shall proceed with the implantation of the radio information and sensitization, including daily monitoring of the broadcasting of negotiated media products on road safety behaviors and gradual reporting by the media managers.

At the end of the project the consultant shall submit a final report comprising all indicators requested as well as recommendations for the perpetuation of the effects of the project among the target population.

V. ROLES AND RESPONSIBILITY

- The Mayor of NDOP Council shall be responsible for the monitoring of the present project through the various indicators stated in the present terms of reference
- The Divisional Delegate of Transport for Ngoketunjia shall ensure administrative facilitation for the project and follow up the activities of the consultant.
- * The consultant shall be responsible for the technical and logistical implementation of the project, in conformity with the project description in the present terms of reference

I.7. QUALIFICATION REQUIRED

The service provider shall comprise the following

Head of mission: a road safety expert with at least a master degree and at least a 5 years experience in road safety sensitization

Members

A social communication expert with at least Bachelor's degree in either communication, socio-anthropology, and at least three years' experience in road safety sensitization.

DOCUMENT No. 6 SCHEDULE OF UNIT PRICES

NO	DESCRIPTION		U.PRICE	U.PRICE
I	EXPERT FEES	UNIT	in figures	in words
1	Head of mission: Road safety expert This price covers the sum total of fee paid monthly to the head of mission is compensation for all his expertis work. All allowances and responsibility allocations are included	Person/month		
2	social Communications expert: the price covers the amount allocated monthly to the expert in social communication for his time and expertise dedicated to the project	e d d d d d d d d d d d d d d d d d d d		
3	Support staff: this price covers the monthly allowances paid to a driver and a secretary for the duration of the project	Person/month		
	COMMUNITY RADIO INFOR	RMATION AND S	ENSITIZATI	ON
4	Transport fees: this price covers the cost of deployment of the consultant team from the headquarters to the project site in order to carry study and sensitization activities required by the project	unit		
5	Mission Fees: This price covers the cost of accommodation and other displacement expenditure related to the team of experts stay in the project area for each trip			
6	Community radio bills: this price covers the media spaces acquired by the consultant to disseminate road safety messages. All selected radio stations shall issue monthly bills	month		
	Functioning of the mission: this price overs all other expenditures necessary for the smooth conducts of the project, including office material, various reports, maintenance costs etc	Month		
	OTHER DIRECT COSTS Communication costs (telephone, internet, etc) this price covers monthly communication costs in terms of phone calls, internet, fax and other means of	Month		

	communication		
9	Monitoring cost: This involves daily follow up of project activities by contract engineer and contract manager. This includes logistics and other practical modalities for the concerned.	Per activity	
10	Project evaluation cost: This cost covers evaluation of project activities through workshops. This includes logistics and other practical modalities for the follow-up committee.	Monthly(three sessions)	
11	Reporting Costs: this price covers the costs relating to the production of reports and other technical documentation necessary for the conduct of social mobilization project	Month	

DOCUMENT No. 7 DETAIL COST ESTIMATE

DETAIL COST ESTIMATE TO SENSITIZISATION AND TRANING OF COMMERCIAL BIKE RIDERS ON ROAD SAFETY MEASURE AND RESPONSIBLE BEHAVIOR IN NDOP

NO.	DESCRIPTION	UNIT	Q'TY	U.PRICE	total
I	EXPERT FEES				total
1	Head of mission: Road safety expert	Person/month	3		
2	Social Communications expert:	Person/month	3		
3	Support staff (02):	Person/month	6		
7.5	II. COMMUNITY RADIO INFO	ORMATION AND	SENSI	TASATION	
4	Transport fees:	unit	1	11101111011	
5	Mission Fees:	trip	1		
6	Community radio bills:	month	2		
7	Functioning of the mission:	Month	3		
	III. OTHER	DIRECT COSTS			
8	Communication costs (telephone, internet, etc)	Month	3		
9	Monitoring by control team	Per activity			
10	Evaluation of Project by project committee	Monthly	3		
9	Reporting Costs:	Month	3		
	GRAND TO	OTAL WT			
	VAT (19				
	AIT (2.2 O	OR 5.5 %)			
	TOTAL	LATI		AND STREET	

DOCUMENT No. 8 SUB DETAIL OF UNIT PRICES

BIDDERS SHALL USE THE METHODOLOGY THEY MASTER FOR THE ESTABLISHMENT OF THEIR BREAK DOWN OF UNIT PRICES

DOCUMENT No. 9

MODELS AND FORMS TO BE USED

ANNEX No.1: DECLARATION OF THE INTENTION TO TENDER

I, the undersigned
Having taken cognizance of all the documents featured or mentioned in the Tender File:
OPEN NATIONAL INVITATION TO TENDER NO/ONIT/NDOP COUNCIL/MCTB/2024 OF
Commit myself to execute the said contract in conformity with the Tender File.
Signature ofin The capacity of duly authorized to sign the tenders on behalf of

 f^1 present power of attorney

ANNEX No.2: BID LETTER

I, the undersigned [Indicate the name and capacity of signatory]
topicociting the
registered in the trade register of
No under the number
Having taken cognizance of all the documents featured or mentioned in the Tender File:
OPEN NATIONAL INVITATION TO TENDER NO/ONIT/NC /NCITB/2024 OF
The Contracting Authority shall pay the sums due for this contract by crediting account
Noopened in
Prior to the signing of the contract this same balls,
Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.
DONE INTHIS
Signature ofin The capacity
authorized to sign the tenders of duly
on behalf of 1
f ¹ present power of attorney

ANNEX No. 3: MODEL BID BOND

Addressed to the Mayor, NDOP Council 'Contracting Authority'

9
Whereas the consultanthereinafter referred to as the "bidder" has submitted his tender onto sensitization and training of commercial bik riders on road safety measure and responsible behavior in NDOP, hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to
We
The conditions of this commitment are as follows:
If the bidder withdraws his offer during the validity period specified by him in the tender;
 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 the Contracting Authority an amount up to the maximum of the sum referred 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 tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. 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, be submitted to Cameroon law. Cameroon Courts shall be the only jurisdictions competent to rule on this commitment and its
Signed and authenticated by the bank at, on

ANNEX NO. 4: MODEL OF FINAL BOND

Bank: reference,
Addressed to The Mayor to the NDOP Council herein after referred to as the Contracting Authority
Whereas the consultant hereinafter referred to as the "consultant" has committed himself to execute the services in contract No to sensitization and training of commercial bike riders on road safety measure and responsible behavior in Ndop wherefore it is provided for in the contract that the supplier shall furnish the Contracting Authority with a final bond equal to 5% of the contract amount as guarantee for proper execution of the services required
Whereas we have agreed to provide the services required with the said bond, We
We equally engage that we shall also remain bind to the Contracting Authority in spite of any changes that is regularly effected on the contract.
This final bond becomes effective and binding upon its signature and once the Contracting Authority notifies the contract to the service provider. It shall be liberated within 5 days after the completion of the services requested
Beyond this period the bond becomes null and should be returned to us without our asking.
All requests for payment by the Contracting Authority in relation to this bond should be made by registered mail with prove of service addressed to the Bank within the period of validity.
The applicable law and jurisdiction shall be those of the Republic of Cameroon.
Signed and authenticated by the bank at, on
Signature of the hank

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 Contracting Authority: the Mayor to the NDOP Council (the beneficiary).		
	The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that		
	, total sum corresponding to the advance of twenty (20) % of the amount inclusive of all taxes of the contract No		
1	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 thebank under No.		
t	This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the guarantee shall be proportionately reduced on the progressive reimbursement of the advance.		
1	The applicable law and jurisdiction shall be those of the Republic of Cameroon.		
S	Signed and authenticated by the bank at on		
	Sigmature		
	Signature of the bank		

ANNEX No. 6: MODEL OF PERFORMANCE BOND (RETENTION FUND)

	ON FUND)
Bank: Reference of the bond: No: Addressed to the Mayor to the NDOP Council Hereinafter referred to as "the Contracting Authority Whereas	n (10) % of the
Hence, we hereby affirm that on behalf of the Contractor, we guarantee and to the Contracting Authority for a maximum amount of corresponding to Ten (10) % of the contract. (in figures and	d are responsible
corresponding to Ten (10) % of the contract amount. (in figures and	letters)
And we pledge to pay the Contracting Authority within a maximum deadlin weeks upon his simple written request declaring that the contractor has no contractual obligations or is indebted to the Contracting Authority within the contract, amended where need be, by its additional clauses, without being a payment nor raise any contest for whatever reason, any sum(s) within limit equal to ten (10)% of the total amount of the works featuring in the final dewithout the Contracting Authority having to prove or give the reasons nor the amount of the sum indicated above.	ot fulfilled his he meaning of the able to defer the ts of the amount
We hereby agree that no change or addendum or any other amendment sha any obligation incumbent on us by virtue of this bond and we hereby deroga- to the notification of any amendment, addendum or change.	all release us of ate by the present
This bond shall enter into force upon signature. It shall be released within the from the date of the final acceptance of the works upon release issued by the Authority.	hirty (30) days e Contracting
Any request for payment formulated by the Contracting Authority by virtue of should be done by registered mail with acknowledgement of receipt to reach the period of validity of this commitment. This bond shall, for purposes of its interpretation and execution, be subject Cameroon Courts shall be the only jurisdictions competent to rule on this coits consequences.	the bank during
Signed and authenticated by the bank at on	

Signature of the bank

DOCUMENT No. 10

LIST OF FINANCIAL INSTITUTIONS TO ISSUE BID BONDS

LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS AUTHORISED TO ISSUE BID BONDS

1 - BANKS

- a. BICEC
- b. UNION BANK OF CAMEROON PLC
- c. ECOBANK
- d. UNITED BANK OF AFRICA
- e. AFRILAND FIRST BANK
- f. SCB CREDIT AGRICOL
- g. SGBC
- h. AMITY (BANQUE ATLANTIQUE)
- i. STANDARD CHARTERED BANK
- j. NATIONAL FINANCIAL CREDIT
- k. CBC
- 1. CITIBANK
- m. CCA BANK
- n. BANK OF AFRICA CAMEROUN (BOA CAMEROUN)
- o. UNION BANK OF CAMEROON PLC
- p. BANQUE CAMEROUNAISE DES PETITES ET MOYENNES ENTREPRISES (BC-PME)

2 - INSURANCE COMPANIES

- 1- CHANAS ASSURANCES
- 2- ACTIVA ASSURANCE
- 3- ZENITHE ASSURANCE
- 4- AREA ASSURANCES
- 5- ATLANTIQUE ASSURANCE SA
- 6- BENEFICIAL GENERAL INSURANCES
- 7- CPA SA
- 8- NSIA ASSURANCES
- 9- PRO ASSUR SA
- 10 SAAR SA
- 11- SAHAM ASSURANCES

This list is available at ARMP.