

MINISTÈRE DE DÉCENTRALISATION ET DU
DÉVELOPPEMENT LOCAL
REGION DU NORD-OUEST
DEPARTEMENT DE BOYO
COMMUNE DE FUNDONG
COMMISSION INTERNE DE PASSATION
DES MARCHES



MINISTRY OF DECENTRALISATION AND LOCAL
DEVELOPMENT
NORTH-WEST REGION
BOYO DIVISION
FUNDONG COUNCIL
FUNDONG COUNCIL INTERNAL
TENDERS BOARD

FUNDONG COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
No. 04 /ONIT/ MINDDEVE/FUNDONG COUNCIL/FCITB/2025, OF 13 / 02 /2025
**FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE
FUNDONG MUNICIPALITY, BOYO DIVISION**

Expenditure authorization N°: JA06324

Imputation No:

S/N	Subject	FINANCING	PROJECT AMOUNT	Bid Bond	Tender fee
1	MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION	BIP MINH DU 2025	25,000,000 F.CFA	500,000	50,000

DURATION: 90 CALENDAR DAYS (3 MONTHS)

Re 18-02-25

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Tender Notice

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
No. 04 /ONIT/MINDDEVEL/ FUNDONG COUNCIL/FCITB/2025, OF 13 / 02 /2025
FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY,
BOYO DIVISION

1) SUBJECT OF THE INVITATION TO TENDER: Within the framework of the execution of the 2025 state budget, the State of Cameroon represented by the Mayor of Fundong Council hereby launches an Open National Invitation to Tender for the **MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION**

2) NATURE OF SERVICE: The different tasks to be executed for this project shall comprise the following:

1. PRELIMINARY WORKS
2. EARTH WORKS
3. DRAINAGE WORKS

3) EXECUTION DEADLINE: The maximum deadline for the execution provided for by the Contracting Authority shall be **Three months (90 calendar days)** with effect from date of notification of the Administrative Order to start works.

4) Estimated cost: The estimated cost after preliminary studies is as follows

LOTS	Subject	Amount for the Project	Expenditure authorization N°	IMPUTATION
1	MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION	25,000,000 FCFA	JA06324	

5) Participation and origin: Participation in this invitation to tender is opened to competent Cameroonian enterprises that are in compliance with the fiscal laws and who are not currently excluded from public procurement.

6. FINANCING: The said works shall all be financed by the Public Investment Budget under the Ministry of Urban Development and Housing.

7. BID BONDS: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry of Finance - the list of which is found in document No. 12 of the Tender File, whose amount is **(500,000) Five hundred thousand francs** and shall be valid for thirty (30) days beyond the deadline of validity of bids.

LOT	Subject	Locality	Bid Bond	Tender fee
1	MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION	ISAIBAL – MISSION ROAD	500,000 FCFA	75.000

8. **CONSULTATION OF TENDER FILE:** The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Contracts Management Unit (SIGAMP) room 11 of the Fundong council during working hours.
9. **ACQUISITION OF TENDER FILE:** The Tender file shall be obtained from the Fundong Council Chamber as soon as this notice is published against payment of a non-refundable sum of 50,000 frs payable at the Fundong Council Treasury room 18. Such receipt shall identify the payer as representing the company that wants to participate in the tender.
10. **SUBMISSION OF BIDS:** Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in **Seven (07) copies**, that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one external envelope - sealed, containing three (3) internal envelopes, that is,
- Envelope A: Administrative Documents,
 - Envelope B: Technical file
 - Envelope C: Financial file.
- The sealed external envelope shall bear no information about the company and shall reach the Fundong Council secretariat not later than the 13 / 03 /2025 at **10:00 am local time** and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions

- OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
 No. 04 /ONIT/ MINDDEVEL/FUNDONG COUNCIL/FCITB/2025, OF 13 / 02 /2025
 FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY,
 BOYO DIVISION-
(To be opened only during the bids opening session)

12) **ADMISSIBILITY OF BIDS:** At the risk of being rejected, only originals or certified true copies by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of this Invitation to Tender. They must not be more than three (3) months old as at the date of submission of bids or must not be established before the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance and valid for a period of thirty days shall be rejected.

13) **OPENING OF BIDS:** The bids shall be opened in a single phase, in the Fundong Council Hall, on 13 / 03 /2025 at 11:00am. Only bidders or their authorized representatives, having a perfect knowledge of the file may attend the bids opening session. Any bid which shall not comply with the requirements of the Tender File shall be rejected.

14) Evaluation criteria

The bids shall be evaluated in three (03) steps:

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

The criteria of evaluation are the following:

14.10- Eliminatory criteria

14.11- Administrative documents

- Absence of Bid bond
- Any **Administrative document** not in conformity with the prescriptions of this tender file shall results in elimination if the situation is not regularized within forty-Eight Hours. This rule shall not be applied to the Bid Bond
- Any bids not in conformity with the prescriptions of this tender shall be inadmissible
- False declaration or falsified documents.

14.12- Technical File

- Incomplete documents or scanned documents.
- False declaration forged or scanned documents.
- Technical assessment mark lower than 75% of "YES".

14.13- Financial Offer

- Incomplete financial Offer.
- Non-compliant documents.
- Omission of quantified unit price in the financial offer.
- Absence of breakdown of prices.

14.20 **Essential criteria:**

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

NO	CRITERIA	MARKS
		Yes/No
1.	General presentation	Yes/No
2.	Quality of the personnel	Yes/No
3.	Execution Methodology	Yes/No
4.	Equipment	Yes/No
5.	Pre-financing capacity	Yes/No
6.	References of the bidder	Yes/No
7.	Attestation and report of site visit	Yes/No
8.	Non-existence in the technical file of the rubric "organization, methodology and planning	Yes/No
9.	Special Technical Clauses initialled in all the pages and signed, stamped and dated on the last page;	Yes/No
10.	Special Administrative Clauses completed and initialled on all the pages and signed, stamped and dated on the last page	Yes/No

15) Award:

The contract shall be awarded to the bidder who would have obtained a minimum technical score of **75%** in the essential criteria and **100%** in the eliminatory criteria, taken in consideration and who would have proposed a bid with the lowest amount, in conformity with the regulations of the tender documents. (See article 33 of the Public Contracts Code).

16) DURATION OF TENDER VALIDITY: Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

17) COMPLEMENTARY INFORMATION: Complementary information which could be technical in nature can be obtained from the Fundong Council Tel.: Phone: (237) 677755510
Email: fundongcouncil2014@gmail.com Website: www.fundongcouncil.org

18) AMENDMENT TO THE INVITATION TO TENDER: The Contracting Authority reserves the right, if need be, to subsequently amend this invitation to tender in conformity with the Public Contracts Code.

Fundong, the 13/02/2025

THE MAYOR OF FUNDONG COUNCIL
(Contracting Authority)



Enis Awoh Ndang

Copies:

- ARMP/B'DA
- CHAIRPERSON OF FCITB/BOYO;
- DD/MINMAP BOYO
- DD MINDHU BOYO
- NOTICE BOARDS
- FILE/CHRONO



AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR LE PROCEDURE D'URGENCE NO.
04 /ONIT/FC/FCITB /2025, DU 13 /02 /2025 POUR REHABILITATION DE LA ROUTE DU QUARTIER
ISAIBAL – MISSION (1.633 KM) DANS LA MUNICIPALITE DE FUNDONG, DEPARTEMENT DE BOYO

OBJET DE L'APPEL D'OFFRES : Dans le cadre de l'exécution du Budget d'Investissement Public 2025, l'Etat de Cameroun représenté par, le maire de Fundong lance un Appel d'Offres national ouvert pour **REHABILITATION DE LA ROUTE DU QUARTIER ISAIBAL – MISSION (1.633 KM) DANS LA MUNICIPALITE DE FUNDONG, DEPARTEMENT DE BOYO**

Consistance des travaux : Les travaux comprennent notamment :

1. Travaux préliminaires
2. Travaux de terrassement
3. Travaux de drainage

3) **DELAI D'EXECUTION :** Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de (03 mois) à partir du jour de la notification de l'ordre de service

4) **Prévisionnel :** Le coût prévisionnel de l'opération à l'issue des études préalables est de ;

Lot	Sujet	Coût prévisionnel	N° de l'autorisation de dépense	IMPUTATION
1	L'ENTRETIEN DE LA ROUTE ISAIBAL – MISSION QUARTER (1.633 KM) DANS LA MUNICIPALITE DE FUNDONG, DEPARTEMENT DE BOYO	25,000,000 FCFA	JA06324	

5) **Participation et origine :** La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.

6) **FINANCEMENT :** Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget MINH DU au titre de l'exercice 2025 assigné au Maire de Fundong sur la ligne d'imputation budgétaire. Bon à savoir, cette publication est faite sous réserve de la disponibilité de l'imputation budgétaire du financement du projet.

8). **Cautionnement Provisoire :** Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une garantie de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréée par le Ministère en charge des Finances d'un montant égal à **500,000 (Cinq cents milles.) francs CFA**. Les cautionnements provisoires seront libérés au plus tard trente (90) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfet, Sous-Préfet ou Services Emetteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés

inadmissibles.

Lot	Objet	Localité	Cauton bancaire	Cout de DAO
1	REHABILITATION DE LA ROUTE DU QUARTIER ISAIBAL – MISSION (1.633 KM) DANS LA MUNICIPALITE DE FUNDONG, DEPARTEMENT DE BOYO	ISAIBAL – MISSION QUARTER	500,000 FCFA	50,000 FCFA

7) **CONSULTATION DU DOSSIER D'APPEL D'OFFRES** : Le dossier de consultation peut être consulté aux heures ouvrables à la Mairie de Fundong, dès publication du présent avis.

ACQUISITION DU DOSSIER D'APPEL D'OFFRES : Le dossier d'appel d'offres peut être obtenu des publications du présent avis d'appel d'offres aux services de l'Autorité Contractant (Cashier, bureau 18 la marie de Fundong pendant les heures ouvrables contre présentation d'une quittance de versement de la somme non remboursable de 50,000. FCFA à la recette Municipal de la Commune de FUNDONG.

8) **REMISE DES OFFRES** : Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels seront remise au Service de Passation des Marchés, situé à la Marie de Fundong, au plus tard le 13 / 03 / 2025 à **11heures**. Il doit être dans un paquet contenant trois enveloppes marquées

- A : pour le dossier Administratif,
- B : pour le dossier technique
- C : pour le dossier financier.

Ce paquet devra porter la mention :

- **AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR LE PROCEDURE D'URGENCE NO. 04 /ONIT/MINDDEVEL/FC/FCITB /2025, DU 13 / 02 /2025 POUR REHABILITATION DE LA ROUTE DU QUARTIER ISAIBAL – MISSION (1.633 KM) DANS LA MUNICIPALITE DE FUNDONG, DEPARTEMENT DE BOYO**

-
« A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »

9) **Recevabilité des offres** : Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une Autorité Administrative (Préfet, Sous-préfet,), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances. Les offres ne respectant pas le mode de séparation de l'offre financière, des offres administratives et techniques seront irrecevables.

10) **Ouverture des plis** : L'ouverture des plis se fera le 13 / 03 / 2025 à **10heures**, heure locale en une phase par la Commission communal de Passation des Marchés de la marie de Fundong, (Salle de conférence de la Marie de Fundong) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

- les dossiers administratifs et les offres techniques seront premièrement étudiées par les membres de la Commission communal de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins **100%** des points de la notation sur des dossiers administratifs et **75%** pour dossier techniques seront éliminées.

14) **ÉVALUATION DES OFFRES** : Les offres seront évaluées selon les conditions suivantes :

14) Les Offres sera évalué en 3 étapes

- 1ère étape : évaluation d'Offre technique
- 2eme étape ; Analyse d'offre financière
- 3eme étape ; Critère d'évaluation sont les suivant :

14-10 **Critères éliminatoires**

- Absence de caution banque
- Les dossiers non-conforme aux prescriptions de ce Dossier d'Appel d'Offre sera déclarer non-recevable si la situation

n'a pas régularisé dans 48 heures

- Fausse déclaration et pièces falsifiées ;
- Les plis non-conformité

14-12- L'Offre Technique

- Documents non-conforme ou documents scanne
- Fausse déclaration ou document scanne ;
- Obtention des notes inférieure à 75% de "OUI"

14-13- L'Offre Financière

- L'Offre Financière incomplet
- Documents non-conforme
- Omission des quantités de Prix Unitaire dans offres financière
- Absence des Prix détaillée.

14-14- Critères essentiels

L'Offre Technique de soumissionnaire sera évaluée de manier suivant :

No.	Critère	NOTE
1.	Présentation général	Oui/Non
2.	Qualité du personnel	Oui/Non
3.	Organisation Technique des Travaux	Oui/Non
4.	Equipment	Oui/Non
5.	Capacite financière	Oui/Non
6.	Références de l'entreprise dans la réalisation similaire	Oui/Non
7.	Attestation et Rapport de visite du site	Oui/Non
8.	Non-existence dans l'Offre Technique les mentions "organisation, Méthodologie et Planning"	Oui/Non
9.	Cahier des Clauses Technique Particulier paraphe à chaque page	Oui/Non
10.	Cahier des Clauses Administratif particulier complet et paraphe à chaque page.	Oui/Non

15) **Attribution** : Cette évaluation sera binaire (OUI ou NON). Le marché sera attribué au soumissionnaire qui aura proposé l'offre le moins disant, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

16) **Durée de validité des offres** : Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

17) **Les Renseignements Complémentaires** : Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès du Maire de Fundong Tel. : Phone:(237) 677755510 Adresse mail : fundongcouncil2014@gmail.com , Site web : www.fundongcouncil.org

18) **Additif à l'appel D'offres** : L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

Fundong, le 13/02/2025

Copies :

- ARMP/B,da
- Présidents CPMF
- DD/MINMAP/Boyo
- DD MINDHU Boyo
- Affichage.
- Chrono

LE MAIRE DE FUNDONG
(AUTHORITE CONTRACTANTE)



Denis A'wuh Ndang

1	Position General	General
2	Chief of Police	Chief of Police
3	Assistant Chief of Police	Assistant Chief of Police
4	Inspector	Inspector
5	Detention	Detention
6	Identification	Identification
7	Records and Administration	Records and Administration
8	Training	Training
9	Community Relations	Community Relations
10	Crime Prevention	Crime Prevention

(1) **Identification** - This section is responsible for the identification of persons and objects. It includes the fingerprinting, photographing, and interviewing of suspects and witnesses. It also includes the identification of evidence and the preparation of identification cards.

(2) **Records and Administration** - This section is responsible for the maintenance of the police records and the administration of the police department. It includes the filing and retrieval of records, the preparation of reports, and the management of the police budget.

(3) **Training** - This section is responsible for the training of police officers and personnel. It includes the development of training programs, the instruction of recruits, and the evaluation of training results.

(4) **Community Relations** - This section is responsible for the development and maintenance of good relations between the police and the community. It includes the organization of community meetings, the distribution of information, and the solicitation of public opinion.

(5) **Crime Prevention** - This section is responsible for the prevention of crime and the promotion of public safety. It includes the organization of crime prevention programs, the distribution of information, and the solicitation of public opinion.

IN WARDEN'S OFFICE
AT THE COURT HOUSE



RECEIVED
FEBRUARY 1968
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

DOCUMENT No 2:

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General Regulations of the Invitation to Tender

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GENERAL REGULATION OF THE INVITATION TO TENDER

Article 1: Scope of the tender: The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an OPEN NATIONAL INVITATION TO TENDER FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION

1.1 Described in the Tender notice and briefly described in the Special Regulation.

1.2 The bidder retained or the preferred 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 Administrative Order or that indicated in the said Administrative Order.

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

Article 2: Financing: The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption:

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

a) The following definitions shall be admitted:

a.1 Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;

a.3 "Collusive practices" shall 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 bids at levels not corresponding to those resulting from competition;

a.4 "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete.

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

4.2 Generally, the invitation to tender is addressed to all entrepreneurs, subject to the following provisions:

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

b. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

b.1 Is 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

b.2 Presents more than one bid within the context of invitation to tender, except authorized variance according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.

b.3 The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

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 or Project Owner.

Article 5: Building materials, materials, supplies, equipment and authorized services:

5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder:

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

6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and

6.1.2 Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

Where necessary, bidders should provide information relating to the following points:

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and contracts awarded;
- (iv) Pending litigations;
- (v) Availability of indispensable equipment.

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

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

b. The bid 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 in the Special Regulations and justified with the production of a joint venture agreement in due form;

d. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;

e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender.

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

Article 7: Visit of works site:

7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Project Owner shall authorize the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

7.3 The Project Owner may organize a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

B. TENDER FILE

Article 8: Content of 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 documents:

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract:

- The execution schedule;
- Model of forms presenting the equipment, personnel and references;
- Model bidding letter;
- Model bid bond;
- Model final bond;
- Model of bond of start-off advance;
- Model of guarantee in replacement of the retention fund;
- Model contract;

Document No. 11. Models to be used by bidders;

- Model contract;
Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized to issue bonds for public contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

Article 9: Clarifications on the Tender File and compliance

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 e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

9.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C PREPARATION OF BIDS

Article 11: Tender costs: The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner 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 bid: The bid as well as any correspondence and any document 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 bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file: It includes:

a.1 All documents attesting that the bidder:

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

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

a.3 The written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 **Information on qualifications:** The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

b.2 **Methodology:** The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organization and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 **Proof of acceptance of conditions of the contract:** The bidder shall submit duly initialled copies of the administrative and technical documents relating to the contract, namely:

- The Special Administrative Conditions (SAC);
- The Special Technical Conditions (STC).

b.4 **Commentaries (optional):** A commentary on the technical choices of the project and possible proposals.

c. Volume 3: Financial bid: The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
- The duly filled Unit Price Schedule;
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices;
- The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations 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 bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

Article 14: Bid price:

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 Regulations of the invitation to tender, on the basis 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 the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is 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 price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.

15.2 **Option A:** The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid 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 used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for 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 bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

a. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

a. The prices of inputs necessary for works which bidder intends to procure out of the 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 annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

Article 16: Validity of bids:

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.

16.2 Under exceptional 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 bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.

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

Article 17: Bid bond

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and should mention each member of the associated grouping.

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

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

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:

b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

b.3 Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those 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 first assess the Secondary 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 proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the Secondary solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised 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 on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a 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 a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set 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 modification of 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 bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

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

20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (i.e.) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

21.1 The bidder shall seal the original and each copy of the bid 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 external and internal envelopes:

a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.

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 bid if it is late in accordance with article 23 and 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 bid is misplaced or opened prematurely.

Article 22: Date and time-limit for submission of bids

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

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 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 bids: Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached

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

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. OPENING AND EVALUATION OF BIDS

Article 25: Opening of the bids and petitions

25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of 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.

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

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

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

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of

the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copy to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

26.1: No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is 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 the provisions of article 30 of the General Regulations.

27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

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

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

28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

- Which substantially limits the scope, quality or realization of the works;
- which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
- Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File

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

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

Article 29: Qualification of the bidder: The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the 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 errors

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance 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 as presented shall be authentic and the unit price corrected.

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

c. Where there is a difference between the price indicated in letters and in figures, the amount in letters 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 paragraphs (a) and (b) above.

30.2 The amount featuring in the bid 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 deemed to commit him.

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid 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 bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

32.1 Only bids considered as being in compliance, 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 bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid 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 unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are cost in a competitive manner as specified in the Special Regulations.
 - c. By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e. By taking 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 applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on 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 bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board 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, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders: National contractors shall benefit from a margin of national preference during the evaluation of bids 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 bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure: The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorization of the Minister Delegate at the Presidency in charge of Public Contracts where the bids 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 award of the contract: Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

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

37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board

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

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

39.2 The bond whose rate varies between 2 and 5 per cent (%) of the amount of the contract inclusive of all taxes may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

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

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

DOCUMENT N° 3:
SPECIAL REGULATIONS OF THE INVITATION TO TENDER (OMPP)

ARTICLE 1: Definition of works: The subject of this tender is the MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION

Name and address of the Contracting Authority: the Mayor of Fundong Council, P.O Box 06, Fundong,
Phone: (237) 677755510 Email: fundongcouncil2014@gmail.com Website:
www.fundongcouncil2014@gmail.com

Reference of Invitation to tender:

-OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
No. 09 /ONIT/MINDDEVEL/FUNDONG COUNCIL /FCITB /2025, OF 13 /02 /2025
FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION

ARTICLE 2: Execution deadline: Three months (90 calendar days)

ARTICLE 3: Source of financing: Works which form the subject of this Invitation to Tender shall be financed
BIP MINH DU 2025.

ARTICLE 4 Origin of building materials and supplies: The materials shall generally be from sources in
Cameroon.

ARTICLE 5: ADMISSIBILITY OF BIDS: At the risk of being rejected, only originals or certified true copies by the
issuing services or administrative authorities must imperatively be produced in accordance with the Special
Regulations of this Invitation to Tender. They must not be more than three (3) months old as at the date of
submission of bids. Any bid not in compliance with the prescriptions of the Tender File shall be declared
inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the
Minister in charge of Finance and valid for a period of thirty days shall be rejected

ARTICLE 6: Language of the bids: The offer like any correspondence and all documents concerning the tender,
exchanged between the Tenderer and the Administration shall be written either in English or in French.

ARTICLE 7: The bids shall be evaluated in three (03) steps:

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

The criteria of evaluation are the following:

7.10- Eliminatory criteria

7.11- Administrative documents

- Absent of Bid bond
- Any **Administrative document** not in conformity with the prescriptions of this tender file shall results
in elimination if the situation is not regularized within forty-Eight Hours. This rule shall not be applied
to the Bid Bond
- Any bids not in conformity with the prescriptions of this tender shall be inadmissible
- False declaration or falsified documents.

7.12- Technical File

- Complete documents or scanned documents;
- False declaration, forged or scanned documents;
- Technical assessment mark lower than 75% of "YES".

7.13- Financial Offer

- Incomplete financial Offer;
- Non-compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of breakdown of prices;

7.20 **Essential criteria:**

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

NO	CRITERIA	MARKS
1.	General presentation	YES/NO
2.	Quality of the personnel	YES/NO
3.	Execution Methodology	YES/NO
4	Equipment	YES/NO
5	Pre-financing capacity	YES/NO
6.	References of the bidder	YES/NO
7	Attestation and report of site visit	YES/NO
8	Non-existence in the technical file of the rubric "organization, methodology and planning	YES/NO
9	Special Technical Clauses initialled in all the pages and signed, stamped and dated on the last page;	YES/NO
10	Special Administrative Clauses completed and initialled on all the pages and signed, stamped and dated on the last page	YES/NO

ARTICLE 8: Presentation of the Bids

The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked as such, shall be presented in three (03) volumes as follows:

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

8.1 External envelope: Each bidder shall seal these three (03) envelopes (A, B and C) in one sealed external envelope on which shall be written.

- No. 04 /ONIT/MINDDEVEL/FUNDONG COUNCIL /FCITB /2025, OF 13 / 02 /2025
FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG
MUNICIPALITY, BOYO DIVISION

(To be opened only during the bids opening session)

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

8.2 Internal envelopes

Three (03) internal envelopes must be sealed in an external envelope.
The first internal envelope shall be labelled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.2	Purchase receipt of Tender File issued by a Fundong council treasury in the amount of 50,000 FRS as stipulated in the Tender Notice.
A.3	A bid bond of Five hundred thousand francs, (500,000) FCFA , issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions (No bid bond from any other institution shall be valid)
A.4	Certified Copy of the Business Registration, not more than three months old.
A.5	Business License (photocopy certified by the Chief of Centre of Taxes, not more than three months).
A.6	Certified Copy of a valid taxpayer's card, delivered by the Chief of Centre of Taxes, valid dated at most three months.
A.7	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.8	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance, not more than three months.
A.9	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP) and should be valid for at least three months
A.10	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund and should be valid for the tender concerned; the attestation should be less than three months old.
A.11	Attestation of site visit dated and signed by the Contractors or their representatives (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals (consistency of work and execution plans).
A.12	CCAP completed and initialled on all the pages and signed, stamped and dated on the last page.
A.13	Power of attorney where necessary

The absence or the nonconformity of one of these documents shall result in the elimination of the bid. However, the bidder shall have a period of 48hours to comply. This rule shall not be applied to bid bond

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

B.1	General presentation of the bids		
	- Table of content page - Coloured page separators - Presentation of documents in the order given in this Tender File - Clarity of the documents presented - Quality of binding (Spiral binding /slotting with transparent fly leaf on the front cover) - Special Administrative and Technical conditions present		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	List of references of the enterprise in jobs in the road sector of at least 4,500,000 FCFA justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances for works executed. (minutes of final reception within the past years for up to 2023) Minimum acceptable: 02 Contracts realized in the domain for over the last 05 years		
	1st Reference		
	2nd reference		
NB: Final Acceptance for 2019 - 2023 and provisional Acceptance for 2020- 2024 should be			

presented for the two references.			
B.3	QUALIFICATION AND EXPERIENCE OF THE TECHNICAL STAFF		
B.3.1	01- works supervisor		
	Qualification of the works supervisor: Civil Engineer or Senior Civil Engineering Technician		
	Professional experience in the domain of civil engineering of at least three (03) years for Civil Engineer and three (03) years for Senior Civil Engineering Technician		
	➤ CV signed and dated by the supervisor, ➤ A certified copy of the technical diploma ➤ An Attestation of presentation of original of the technical diploma ➤ An attestation of availability signed and dated by the concerned ➤ Certified copy of ID card signed and dated by the Police		
B.3.2	02 - Site foreman (at least Basic Civil Engineering Technician)		
	Qualification of the Site foreman: (at least Basic Civil or Rural Engineering Technician with at least three years' experience in the domain of Civil Constructions and other works.		
	Professional experience of the Site foreman in the domain of Civil Engineering and other works for at least three (03) years		
	➤ CV signed and dated by the foreman, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed and dated by the foreman ➤ Certified copy of ID card signed and dated by the Police		
B.3.3	03- Other personnel		
	➤ 02 (two) masons with at least GCE O/L Technical in Building construction or its equivalent (CAP Maçonnerie) and with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates) ➤ 02 (two) Operators with an attestation of working experience. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates) ➤ 01 (One) Driver with a valid category "B" license with at least 3 years professional experience in the domain of Civil construction and similar works		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Work schedule		
B.4.5	Quality control method		
B.4.7	Environmental impact notice obtained from the council (To be submitted only by the winner, after publication of results)		
B.4.8	Security and safety at the site		

B.4.9	Duration of execution in respect with the Tender File		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	List of small tools and prove of ownership		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity of at least 25% of the project amount (solvency) of the enterprise issued by a 1st class bank in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.8	Special Technical Clauses initialled in all the pages and last page signed, dated and stamped.		

NB: THE signature of the concerned in CV and Availability should be the same with that found in the National Identity Cards.

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (See ANNEX 3)
C2	Completed and signed frame work of unit prices excluding VAT in words and in figure.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and net payable
C4	Sub details of unit prices according to the model attached.

NB: THE absence of unit price "in the mail enclosure slip" and sub detail of these prices will lead to the elimination of the bidder.

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

ARTICLE 9: Currency of payment: This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to tender. The corresponding amount shall be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit Schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition into force in the Republic of Cameroon at the handover date of the offers.

ARTICLE 10: Transport and delivery: The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

ARTICLE 11: Guarantee and retention guarantee

11.1 Provisional guarantee: The amount of the provisional guarantee or guarantee of tender is fixed at **Five hundred thousand francs, (500,000) FCFA**, issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions. The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

11.2 Final Bond: The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country. It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

It will have to be made up in the twenty (20) days following the notification of the signature of the contract in a bank approved by the Minister in charge of Finances.

11.3 Guarantee Retention: A guarantee Retention of ten percent (10%) shall be operated on the amount including all taxes of the contract. The guarantee and corresponding sum shall be paid or released, after the final acceptance of works.

ARTICLE 12: Period of validity of the offers: The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers. If at the end of this period, the contract was not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 13: Number of copies of Bids to be submitted: The bids, as all the parts accompanying it shall be submitted in seven (07) copies, including one (01) original and six (06) copies. The bidder shall present his documents in a sealed labelled external envelope marked:

- OPEN NATIONAL INVITATION TO TENDER No. 04 /ONIT/MINDDEVEL/FUNDONG COUNCIL /FCITB
/2025, OF 13 / 02 /2025

FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG
MUNICIPALITY, BOYO DIVISION

“TO BE OPENED ONLY DURING THE BIDS OPENING SESSION”

ARTICLE 14: Date and latest time of deposit of bids: The bids will have to arrive under closed fold and seal latest 13 / 03 /2025 at 10:00am, by mail registered with acknowledgement of delivery or by deposit against a receipt to the following address:

Fundong council, P.O Box 06, Fundong
Tel.: Phone: (237) 6 777 555 10 Email: fundongcouncil2014@gmail.com , Website:
www.fundongcouncil.org

Beyond the above stated date and time, no bids shall be accepted.

ARTICLE 15: Opening of the bids: The opening of the folds will be carried out in the Fundong Council Hall on the 13 / 03 /2025 as from 11:00 AM, by the Fundong Council Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the bids.

ARTICLE 16: Examination of bids: The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided. If the documents were produced following the tender file requirements whether they contain calculation errors, and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price;
- If there is contradiction between the price in words and the price in figures, the price in words will govern;
- If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub detail), the amount in the unit price breakdown shall govern.

AWARD OF THE CONTRACT

ARTICLE 17: Award of the contract: Upon the proposal of the Tenders Board, the Contracting Authority shall award the contract to the technically qualified bidder with the lowest amount. The decision carrying the award of the contract shall be published by way of press release or any other means of publication used in the Administration.

DOCUMENT No. 4:
SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
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- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
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- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
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- Article 29 - Nature of works
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- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
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Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
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- Article 46 - Termination of the contract (article 74 of GAC)
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- Article 48 - Differences and disputes (article 79 of GAC)
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- Article 50 - Entry into force of the contract
- Article 51 - Information to be posted

Chapter I: General

Article 1: Subject of contract: The purpose of this contract is the for the **MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION**

Article 2: Contract award procedure: This contract is awarded through an Open National Invitation to Tender.

Article 3: Definitions and duties

3.1 *General definitions*

- **The Project Owner:** shall be the **Mayor of Fundong Council**: He shall award the contract, ensure the preservation of originals of said contract documents and the transmission of copies to the Delegation in charge of Public Contracts and to the body in charge of regulation (ARMP).
- **The Contract Manager:** shall be the **Council Development Officer for Fundong Council**. She shall ensure respect of the administrative, technical and financial conditions and contractual deadlines.
- **The Contract Engineer:** shall be the **Divisional Delegate of Housing and Urban Development**, hereinafter referred to as the Engineer.
- **The Project Manager** shall be the **technician designated by the Divisional Delegate of Housing and Urban Development for Boyo from his office**. He/she shall ensure the quality and quantity of works as prescribed by the regulations in force up to the acceptance stage. He may assist at the definition and preparatory stages

3.2 **Security:** This contract may be used as a security subject to any form of transfer of the debt.
In this case:

- The authorities in charge of authorising payments shall be **the Mayor of Fundong Council**
- The authority in charge of the clearance of expenditures shall be *the Divisional Finance Controller Boyo*
- The body or official in charge of payment shall be **the Municipal Treasurer of Fundong Council**
- The official competent to furnish information within the context of execution of these contracts shall be *the Mayor of Fundong Council*.
- The service for the controlling and monitoring of the project shall be the **Divisional Control Brigade of MINMAP Boyo**

Article 4: Language, applicable law and regulation

1.4 The language to be used shall be English or French.

1.5 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract. If the laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the contract: The constituent contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the General Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;

- 6) Plans;
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The Technical specifications applicable on the services forming the subject of the contract.

Article 6: General instruments in force: This contract shall be governed by the following general instruments.

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of the Tenders Boards amended and supplemented by Decree No.2013/271 of 5th August 2013 the Ministry in charge of Public Contracts;
7. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code; zaa
8. Degree No 2018/6233/PM of 26/7/2018 fixing the procedure for the application of law No 2010/002 of 13/4/2010 on the protection and promotion of persons living with disabilities in Cameroon
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular No. 00013995.C/MINFI of 31ST December 2024 bearing instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the budgets of the State and other public entities for the 2025 fiscal year.
12. Applicable standards;
13. Other instruments specific to the domain concerned with the contract.
14. Circular no 403/MINMAP/CAB OF THE 21/OCT/2019 TO FIXED upper limit for payment of indemnities to presidents, rapporteurs and members of follow up, acceptance and technical financial commissions

Article 7: Communication

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

a) In the case where the contractor is the addressee: Sir/Madam **THE CONTRACTOR**

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his residence/base known to the Project Owner and Contract Manager, correspondences shall be validly addressed to Fundong Council.

b) In the case where the Project Owner is the addressee: **The Mayor of Fundong Council** and a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager, MINMAP and where need be, within the same deadline.

c) In the case where the Contracting Authority is the addressee: **The Mayor of Fundong Council** with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer, MINMAP and Project Manager, where applicable

1.2 The contractor shall address all written notifications or correspondences to the Project engineer with a copy to the Contracting Authority.

Article 8: Administrative Orders: The various Administrative Orders shall be established and notified as follows:

8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with a copy to the Contract Manager, Contract Engineer, the Project Manager and the Paying Body, where applicable.

1.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contract Manager, the Contract Engineer, the Project Manager, MINMAP and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

1.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority, MINMAP and Contract Manager.

1.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer, MINMAP and Project Manager.

1.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer, MINMAP and Project Manager.

1.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

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

1.8 Concerning Administrative Orders signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

Article 9: Contracts with conditional phases:

9.1 This contract shall be in one phase only. At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

Article 10: Contractor's equipment and personnel:

10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification of personnel, the contractor shall replace the personnel by another member of staff of equal competence or more (qualifications and experiences).

10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties: *[to be specified where need be]*.

Chapter II: FINANCIAL CONDITIONS

Article 11 Guarantees and bonds:

11.1 Final bond: Not applicable

11.2 Guarantee Retention: The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes, for all items of the contract that contain engineering structures. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the contractor.

11.3 Guarantee of start-off advance: At the request of the contractor a start-off advance of 20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%, shall be accorded him and conditions for the return of the guarantee]

Article 12: Amount of the contract: The amount of this contract as indicated by the attached bill of quantities and estimates is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment: The Project Owner shall release the sums due in the following manner:

a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in the _____ bank.

b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in _____ bank.

c.

Article 14: Price variation:

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

Article 15: Price revision formulae: Not applicable

Article 16: Price updating formulae: Not applicable

Article 17: Works under State supervision:

17.1 The percentage of works under State supervision shall be 2 % of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor was invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

Article 18: Evaluation of works: This contract is evaluated at unit prices

Article 19: Evaluation of supplies: No security shall be requested for payments on account on supplies.

Article 20: Advances:

20.1 The Contracting Authority *may* grant a start-off advance *equal to 20 % of the amount of the contract*.

20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the

payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.

20.3 The total amount of the advance must be reimbursed not later than when the value in Secondary price of the works reaches eighty (80) percent of the amount of the contract.

20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.

20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 21: Payment for works:

21.1 Establishment of works executed: Before the 30th of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

21.2 Monthly detailed account: Not later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

Only the amount exclusive of VAT shall be paid to the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved. The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelve of the month. The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by the Project owner within a maximum deadline of three (03) calendar days from the date of submission of the approved detailed accounts.

21.3 Detailed account of start-off account: Not applicable

Article 22: Interest on overdue payments: Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

Article 23: Penalties:

A. Penalties for delay

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

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

b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

23.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

B. Specific penalties

23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non-observation of the provisions of the contract, especially:

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

Article 24: Payment in case of a group of enterprises:

1. In the case of a group of enterprises, indicate the method of payment of co- and sub-contractors, where need be.
2. Indicate the method of payment of sub-contractors, where need be.

Article 25: Final detailed account:

25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 26: General and final detailed account

26.1 The Contract Manager or the Project Manager has up to thirty (30) days to *establish the general detailed account and forward to the contractor after final acceptance.*

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

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

26.2 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 27: Tax and customs regulations: Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

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

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

Article 28: Stamp duty and registration of contracts: Seven (7) original copies of the contract shall be stamped by taxation service and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of works

Article 29: Nature of the works: The works shall include especially: (position or volume of works), See Special Technical Conditions.

Article 30: Role and responsibilities of the Project Owner

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

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

Article 31: Execution time-limit of the contract:

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **Three (03) months - (90) days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

Article 32: Role and responsibilities of the contractor: The detailed and general plan of progress of the works shall be communicated to the Project Manager in *five (05)* copies at the beginning of each month.

Article 33: Provision of documents and site: A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager*. The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

Article 34: Insurance of structures and civil liabilities: The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (*to be adapted*):

- *Liability insurance, business manager;*
- *Comprehensive insurance of the site;*
- *Insurance covering its ten-year obligation, where applicable.*

Article 35: Documents to be furnished by the contractor:

35.1 Programme of works, Quality Assurance Plan and others.

a) Within a minimum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the Contract Engineer the execution programme of the works, his work calendar, his draft Quality Assurance Plan and the Environment Impact Notice, where applicable.

This programme shall be exclusively presented according to the furnished models.

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

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

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

The approval given by the Contract Manager or Project Manager does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

b) The Environment Impact Notice should bring out notably the choice of technical conditions of the site and Secondary life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.

c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract..

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the *Contract engineer or Project Manager* at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The *Contract engineer* has a deadline of *five (05) days* to examine and make known his observations. The contractor then has a deadline of [04] *four days* to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Article 36: Organisation and safety on site: Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. The services to inform in case of interruption of traffic or along the deviated itinerary are the *Delegated Contracting Authority, Project Owner, contract Engineer*

ARTICLE 37: Commencement of work: Before the commencement of work, the contractor shall be installed on the site by a commission that is made up of the following:

- ❖ The Project Owner or his representative (Chairperson)
- ❖ The Contract Engineer or his representative (Secretary)
- ❖ The Contract Manager (Member)
- ❖ The Project Manager (Member)
- ❖ The Divisional Delegate MINMAP Boyo.....(observer)
- ❖ The Divisional Delegate MINEPAT Boyo.....(Observer)
- ❖ The Contractor or his Representative.....(Member)

The Project Owner (Chairperson) shall schedule for the site installation and invite the members of the commission by a letter of invitation - not more than five (5) working days.

Article 38: Setting out of the structures: The Project engineer, upon receipt of the contract documents transmitted by the Contracting Authority shall indicate to the contractor - within five (5) days the building line and all other Secondary points and levels of the project, for proper setting out.

Article 39: Sub-contracting: The part of the works that can be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

Article 40: Site laboratory and trials: The project engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

Article 41: Site logbook:

40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.

40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

NB: The Site logbook must be such that two carbon copies of each page are left behind.

Article 42: Use of explosives: The contractor shall not use any explosives without prior authorization.

Chapter IV: ACCEPTANCE OF WORKS

Article 43: Pre- Acceptance: Before the provisional acceptance of the works, the contractor shall make a written request to the Contract Engineer, who shall then organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.
- Findings and statement of the unexecuted task envisaged in the present jobbing order.
- Findings relative to the completion of the work

These operations shall be subject to a site report drawn up and signed on the field, by the following.

- The Contract Engineer or his representative.....(Secretary)
- The Project Manager.....(Member)
- The Contractor or his Representative.....(Member)
- Control Brigade MINMAP.....(Member)

During this pre-acceptance, the commission shall eventually specify the reserves to be up-lifted and the corresponding works to be effected before the provisional acceptance.

Article 44: Provisional Acceptance: The contractor shall request the Authorizing officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the Contract Engineer and call for the task by a letter of invitation. The acceptance commission shall comprise the following;

- The Project Owner or his representative(Chairman)
- The Contract Engineer or his representative.....(Secretary)
- The Contract Manager.....(Member)
- Fundong Council Stores Accountant.....(Member)
- The Divisional Delegate MINMAP or his representative(Observer)
- The Contractor or his Representative.....(Member)

The commission shall examine the report of the Pre-acceptance and shall proceed to the Provisional Acceptance if satisfied with the works executed. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

Article 45: Final acceptance: Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee. The commission and procedure for final acceptance shall be the same as for Provisional Acceptance

Article 46: Guarantee Period: The guarantee period shall last for one (01) year from the date of the provisional acceptance.

Chapter V: SUNDRY PROVISIONS

Article 47: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Section II Paragraph 1 and 2 of Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Death of the allottee.
- Bankruptcy of the allottee
- Judicial liquidations
- In case of sub-contracting, co-contracting or subsidiary orders with the prior authorisation of the project owner
- Failure to comply with labour laws and regulations
- Significant price variation under the conditions laid down by the General Administrative Clauses due to changes in economic conditions or in the initial quantities of the contract.
- Duly established fraudulent and corrupt practices

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non-payment for services.

Article 48: Case of force majeure (article 183 of the GAC): If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- *Rainfall: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: decennial flood frequency.*
- *War and insecurity*
- *Road blockage*
- *Terror*
- *Outbreak of pandemic*

Article 49: Disagreements and disputes (article 187 of the GAC): Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 50: Production and dissemination of this contract: Ten (10) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 51: Entry into force of this contract: This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

Article 52 and last: INFORMATION TO BE POSTED: The Contractor shall put up a visible sign board (*total height=2.80m, width=1.20m, board thickness=2.5cm at 1,20m above the ground level with poles embedded in concrete*) at the entrance to the site on a place approved by the Contract Engineer, bearing the following text written on one side of the board.

REPUBLIC OF CAMEROON

Peace - Work – Fatherland

**FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633 KM) IN THE
FUNDONG MUNICIPALITY, BOYO DIVISION**

FINANCING: PUBLIC INVESTMENT BUDGET (BIP 2025)

PROJECT OWNER: THE MAYOR OF FUNDONG COUNCIL

CONTRACT MANAGER: THE COUNCIL DEVELOPMENT OFFICER OF FUNDONG COUNCIL

CONTRACT ENGINEER: THE DIVISIONAL DELEGATE MINH DU - BOYO DIVISION

CONTRACTOR (to be precise)

DURATION OF CONTRACT: THREE MONTHS (90 CALENDAR DAYS)

Purpose of these Special Technical Conditions

These Special Technical Conditions concern the for **FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION**

These special technical conditions are established with reference to the General Technical Conditions (GTC)

1) TM001 - Site installation

Description of works

These works consist of the mobilization of materials and personnel, the realization of geotechnical and technical studies for the project as well as the performance program and final report, the construction of a hut for site meeting, Etc...

2) Project information sign post

Description of works

This consist of fabricating information boards in wood, the supply to the sites at the extremes of the various roads so as to furnish the populations with all information concerning the project.

The boards will carry the following information:

Project	FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION
Project Owner /Contracting Authority	Mayor FUNDONG Council
Funding body	PIB MINDHU 2025
Chief of service	Council Development Officer - FUNDONG Council
Contract Engineer /Project Manager	Div. Del. MINHDU - Boyo
Contractor	To precise
Duration of the contract	THREE (03) months

3) TM002 - Transportation of equipment to and from the site

Description of works

This task consists of the mobilization of equipment to the site through a loader and at the end of the works the folding up of the equipment by same means and the realization of all the works necessary to re-establish the lieu to their initial state.

4) TM108 - Fill with good laterite from borrow pit including disposing of spoil, moulding of the carriage way, cleaning and creation of ditches and offshoots (width of the road will be 5m)

Description of works

This involves realization of the technical bloc and the linking to the existing carriage way (road)

These works shall be executed mechanically and manually with material extracted from a borrow pit approved by the project manager. The soil used for the fill shall present the following characteristics:

- | | | |
|--|------|--------|
| • CBR at 95% of OPM after four days of immersion | | ≥ 40 |
| • Maximum dry density at 95% OPM (T/M ³) | | ≥ 1,8 |
| • Plasticity index(IP) | | ≤ 25 |
| • Percentage of fine grains<0.08mm | F | 5≤F≤30 |
| • Module of plasticity | F.IP | <500 |
| • Linear inflation | % | <1 |
| • Maximum diameter of grains | mm | 40 |

• % passing through a sieve of 10mm	<10	35 – 90
• % passing through a sieve of 5mm	<5	20 – 60
• Residue at a sieve of 2mm	>2	10 – 40

The selected material from the borrow pit shall be laid on a trench and plat form previously shaped and compacted at a dry density of at least 90% OPM. The material shall be laid in horizontal layers of 20cm thick and having a water content equal to that of OPM before compaction ($\pm 2\%$).

The fill is compacted methodically up to 95% of the dry density of OPM. The rate of compaction shall be verified in -situ with a membrane densitometer at every 1000m². A sample compaction test shall be carried out to determine of passes necessary to obtain the required compaction rate.

5) TM111 - Simple grading including enlargement of the existing carriage of 4m to 5m and excluding the creation of ditches and offshoots

Description of works

This consists of simple mechanized grading of the wearing course or platform without scarification or compaction, total removal of vegetation on the road surface. It includes the removal of all material slowing or blocking the smooth flow of water from the road surface to the gutters like soil deposits, stones, sand, rocky blocs, vegetable debris etc.

6)

Mode of execution of works

These works consist of the scrapping of the shoulders of the road 1.5m each which is elevated relative to the carriage which and is reduced to a foot track and the leveling of the undulated shoulders,

This task comprises notably the simple mechanized grading of the wearing course to give a camber of 2% . These works include following :

- off rooting of every vegetation existing on the shoulders in question.;
 - removal of all roofs and stumps eventually;
 - scraping of the existing shoulder to give it a plat form so as to later on give by grading the carriage way the applicable typical transversal slope;
 - the removal of materials resulting from the scraping no matter their thickness so as give the existing carriage and the shoulder same level.
 - freeing of the shoulder of all obstacles;
 - evacuation of all vegetable soil, the materials resulting from these works to a dump area as will be indicated by the project manager no matter the distance of transport;
 - Molding and compaction of the platform (TM110)
- All contingencies related to the respect of environmental prescriptions;
- And all other contingencies.

7) TM114a – Mechanical or manual creation of earth ditches and offshoots

Description of works:

This involves the creation of earth ditches mechanically or manually where need arises. This shall be manually in rocky zones and mechanically elsewhere.

Mode of execution of works

The creation shall be done with a grader or manually to restore the original characteristics of the ditch (a V gutter of 100cm wide and 50-60cm deep). The unwanted material removed shall be discarded away from the road surface.

Manual creation shall be carried out by teams of personnel recruited from the community and equipped with the necessary tools (jumpers, spades, wheel barrows, cutlasses etc). The personnel shall also be equipped with personal protective material (boots, helmets, etc) to safeguard their health).

8) TM308a - Construction of masonry/RC culverts 80x80 and 80x150

Description of works

This consists of the supply and putting in place of ring culverts

This task comprises notably the:

- supply and the transport of metallic ring culvert elements, accessories and necessary tools for their assembly to the site;
 - setting out of the culvert passage;
 - putting in place eventually of a temporary passage;
 - excavation of the trench for the culvert, upstream and downstream as long as will enable the free flow of runoff into and out of the culvert on all type of terrain and the evacuation of the products issued from the excavation to a place indicated by the project manager;
 - shaping and sloping the bed of the culvert
 - evacuation of the spoil
 - assembling of these elements in a zigzag manner according to the prescribed lengths per passage;
 - realization of the base and side walls in stone masonry and the top slab in RC
 - execution of all contingencies related to the putting in place of the culvert and to all measures to be taken to prevent differential settlement of the culvert passage;
 - opening of the trench upstream and downstream as long as possible for a free flow of water;
 - execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;
 - linking of the technical bloc to the existing road with laterite with slopes less than 4%;
- And all other contingencies.

Mode of execution of works

The works shall be done manually for the excavation, the disposal of spoil, compaction of the base of the culvert as well as the fill around the assembled culvert will be done in layers of 20cm thick (compacted).
The unwanted material removed shall be discarded away from the road surface.

9) TM309a & TM310a - Construction of culvert chambers and heads in stone masonry

Description of works

These works consist of the construction of a culvert chamber or head in stone masonry as per the plans annexed to this performance program.

This task comprises notably the:

- supply including the transport to the site of materials (stones, cement, sand, gravel etc) and the necessary tools for the works;
 - setting out of the culvert chamber;
 - excavation no matter the nature of the terrain and the evacuation of the spoil issued no matter the distance of transport;
 - fabrication of mortar dosed at 400 kg of cement per cubic meter and the shaping of the stones and the elevation including the humidification of the stones, and the bonding and pointing of the stones;
 - backfilling, the compaction and all drainage into the trench of the culvert upstream and downstream;
 - execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;
- And all other contingencies.

Mode of execution of works

The creation shall be done exclusively manually (excavation, shaping of stones, humidification, elevation, bonding, pointing, backfilling and the disposal of spoil)

Dimensions of the chamber and head. Comply with plans annexed

10) SAFETY AND ENVIRONMENTAL PROTECTION

Safety measures shall be put in place to safeguard the health of the workers. They shall be equipped with personal protective equipment like helmets, boots, gloves, goggles, rain coats etc. a first aid box shall be provided on the site to render first aid services in case of any accident. Before the start of each task, workers

shall be reminded of the potential hazards associated to that task and the safety measures to be taken to avoid possible accidents. Working points shall be well signalized to road users using sign boards placed at adequate positions that can be visible to everybody.

Every area from which soil is to be extracted shall be covered with vegetative soil at the end of the job to facilitate the growth of vegetation and to avoid erosion.

BILL OF QUANTITIES AND COST ESTIMATES**BILL OF QUANTITIES AND COST ESTIMATES FOR THE MAINTENANCE OF ISAIBAL - MISSION
QUARTER ROAD (1.633KM) IN THE FUNDONG MUNICIPALITY, BOYO DIVISION**

ITEM	DESIGNATION	UNIT	QTY	RATE	AMOUNT
100	PRELIMINARY WORKS				
101	Studies, working documents	LS	1		
102	site installation, Renting of site office and HSE (safety and hygiene on site)	LS	1		
103	Transportation of equipment to and from the site	LS	1		
104	Production of environmental impact Notice	LS	1		
	Sub Total Lot 100				
200	EARTH WORKS				
201	Grading of the road	Km	1.60		
202	Fill from borrow pits	m3	1450		
203	Creation of ditches and offshoots	ml	1600		
	Sub Total Lot 800				
300	DRAINAGE WORKS				
301	Construction of masonry/RC culverts 80x80	ml	0.00		
302	Construction of masonry/RC culverts 80x150	ml	14.00		
303	Construction of culvert chambers and heads in stone masonry	U	2		
304	Construction of stone masonry ditches	ml	150		
	Sub Total Lot 900				
	TOTAL HT				
	VAT (19.25%)				
	AIR (2.2)				
	TOTAL TTC				
	NET PAYABLE				

**UNIT PRICE SCHEDULE FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633KM) IN
THE FUNDONG MUNICIPALITY, BOYO DIVISION**

ITEM	DESIGNATION	UNIT	AMOUNT IN FIGURES	AMOUNT IN WORDS
100	PRELIMINARY WORKS			
101	Studies, working documents	LS		
102	site installation, Renting of site office and HSE (safety and hygiene on site)	LS		
103	Transportation of equipment to and from the site	LS		
104	Production of environmental impact Notice	LS		
200	EARTH WORKS			
201	Grading of the road	Km		
202	Fill from borrow pits	m3		
203	Creation of ditches and divergences	ml		
300	DRAINAGE WORKS			
301	Construction of masonry/RC culverts 80x80	ml		
302	Construction of masonry/RC culverts 80x150	ml		
303	Construction of culvert chambers and heads in stone masonry	U		
304	Construction of stone masonry ditches	ml		

DOCUMENT N° 8
FRAMEWORK OF SUB-DETAIL OF PRICES

DESIGNATION: Studies and site installation					
No	Daily out put	Total quantity	Unit	Duration of activity	
WORKMANSHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MACHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	

Document No. 9:
Model contract

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTÈRE DE DÉCENTRALISATION ET DU
DÉVELOPPEMENT LOCAL

REGION DU NORD-UEST

DEPARTEMENT DE BOYO

COMMUNE DE FUNDONG

COMMISSION INTERNE DE PASSATION
DES MARCHES



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL
DEVELOPMENT

NORTH-WEST REGION

BOYO DIVISION

FUNDONG COUNCIL

FUNDONG COUNCIL INTERNAL
TENDERS BOARD

Ref: No. _____/NWR/BOYO/FC/FCITB/2024

Fundong the _____

JOBING ORDER No. _____/JO/MINDDEVEL/FC/FCITB/2025 OF _____/_____/2025

Awarded following **OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE**
No. 04 /ONIT/MINDDEVEL/FUNDONG COUNCIL /FCITB /2025, OF 13 /02 /2025
FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633KM) IN THE FUNDONG
MUNICIPALITY, BOYO DIVISION

Project Owner

HOLDER _____ : [indicate name and full address of holder]

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

Business Registration N° _____ at
Taxpayer's N° _____

SUBJECT _____ : Execution of _____ works;
Lot No. _____ ; Network _____

PLACE: _____ Region: NORTH WEST REGION
EXECUTION DEADLINE: Ninety days (03) months
AMOUNT IN CFA F:

THT	
TTTC	
VAT (19.25%)	
AIR (2.2%)	
NET PAYABLE	

FINANCING _____ : BIP MINH DU
BUDGET HEAD _____ : _____
SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

Between:

The Government of the Republic of Cameroon, represented by _____ hereinafter referred to the "Contracting Authority"

On the one hand,

And

_____ (enterprise)

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

Business Registration N°. _____

Taxpayer's N°. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Bill of Quantities and Estimates

PAGE _____ AND LAST OF JOBBING ORDER NO ____/____/JO/
SG/MINDEVELNWR/BOYO/FC OF ____/____ 2025 AWARDED
OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
No. 04 /ONIT/MINDDEVEL/ FUNDONG COUNCIL /FCITB /2025, OF 13 / 02 /2025
FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633KM) IN THE
FUNDONG MUNICIPALITY, BOYO DIVISION

With _____,

EXECUTION DEADLINE _____ (_____) months

Amount of contract in CFA F:

THT	
TTTC	
VAT (19.25%)	
AIR (5.5%) or (2.2%)	
NET PAYABLE	

Read and accepted by the contractor

(Place of signature) _____ (date)

Signature of Contracting Authority

(Place of signature) _____ (date)

Registration

DOCUMENT N° 10
MODEL FORMS APPLICABLE

FORM N° 1:
DECLARATION OF THE INTENTION TO TENDER

COMPANY'S LETTER HEAD

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1500

I, the undersigned Mr,

Nationality

Function

In my capacity as General Manager of P.O. BOX TEL:
.....

Hereby acknowledge receipt of the file for Tender Notice

N° of

Concerning the

.....

.....

And hereby declare my intention to tender for the said project.

Done at On the

General Manager

FORM N° 02
THE MODEL TENDER LETTER

I (We) the undersigned

Acting in the capacity of In the name and on behalf of.....

.....atRC N°.by virtue of the power vested in me
(us), resident at (Town), P.O. Box....., telephone N°. after having
studied all the documents of the tender file relating to the Invitation to Tender N°., and
after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties
entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works
FOR

..... in
keeping with the terms and conditions of the tender file in return for the sum of.....FCFA
(.....Francs) All Taxes Inclusive, calculated on the basis of the unit prices stated in
the Unit Price List and the detailed estimates, appended to this tender. The prices stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within three (03)
months as from the date of notification of the award of contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a period of
sixty (60) days with effect from the deadline for submission of bids.

I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in the national
currency (FCFA) in account No..... Opened in the name of....., in the records of
..... (Bank) at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be enclosed with the tender letter.

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

Signature(s)

Bidder(s)

For companies, indicate:

Fiscal stamp

1500

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned » (Name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves

FORM N° 03
THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To : THE MAYOR OF FUNDONG COUNCIL

Invitation to Tender No.

BID BOND FOR
.....
.....
.....

The Contractor (5)hereby submits on to the Mayor of Fundong Council a bid relating TO

..... To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Mayor of Fundong Council acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs (6).

By this guarantee, we the undersigned, (7).....with our registered office in, are committed towards the Mayor of Fundong Council, through the bidder for the sum of CFA Francs (in figures)..... (in words).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by the Mayor of Fundong Council, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the Mayor of Fundong Council. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the company shall be the successful bidder, after presentation of the performance bond which shall be kept by the MAYOR OF FUNDONG COUNCIL

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr(Messrs).....

Signature(s) & stamps

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank

FORM N° 04
MODEL BID BOND

Whereas _____ (Hereafter called the "the bidder") has submitted his bids dated _____, Here in after called "the bid")

KNOW YE ALL PEOPLE by the presence that WE _____

, having our registered office at _____ hereinafter called "the Bank", are bound onto the Mayor of Fundong Council (hereinafter called "the Contracting Authority) in the sum of _____ for which payment will and truly be made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the contract.

We undertake to pay the Contracting Authority up to the above amount upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in his demand the Contracting Authority will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including _____ () days after the period of bid validity. Any demand in respect thereof should reach the bank not later than the above date.

Sealed with the common seal of the said bank this _____ day of _____

SIGNATURE OF BANK AUTHORITY

THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank

Reference of guarantee: No.

To: THE MAYOR OF FUNDONG COUNCIL REPUBLIC OF CAMEROON

Invitation to Tender No.

PERFORMANCE BOND FOR
.....
.....We..... (Bank) have been informed that a contract has been signed between the **Mayor of Fundong Council** acting in the capacity of the Contracting Authority, and....., acting as contractor **FOR**
.....
.....In compliance with the provisions of Contract N°., the contractor is bound to present to the **Mayor of Fundong Council, Contracting Authority**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA FrancsWe,(bank) do hereby commit ourselves irrevocably and without arguing to pay to the **Mayor of Fundong Council**, at his first written request, and for three (03) months the amount of this bond, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfill one or more of his obligations under the contract.The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the **Mayor of Fundong Council**. The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the Mayor of Fundong Council.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps

MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

Bank

Reference of guarantee No.....

To: THE MAYOR OF FUNDONG COUNCIL

Republic of Cameroon

Invitation to Tender N°.

**BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE
CONSTRUCTION WORKS**

We..... (Bank) have been informed that a contract shall be signed between the
Mayor of Fundong Council, acting in the capacity of Delegated Contracting Authority, and.....
....., acting as FOR

In compliance with the provisions of Article of Contract N°....., the contractor shall be bound to
present to the **Mayor of Fundong Council**, Contracting Authority, a bank guarantee with the purpose to assure
the refund of the start-off advance granted to the company and amounting to CFA Francs
.....

We,(bank) do hereby commit ourselves, irrevocably and without arguing to pay to
the **Mayor of Fundong Council**, at the written request the Divisional Delegate of Public Contracts, and within
four (04) weeks the amount of this guarantee, that is to say. all the amounts that
the contractor may owe the Contracting Authority for failing to fulfill one or more of his obligations under the
contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with
confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request.
This letter shall be countersigned by the **Mayor of Fundong Council**

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this
guarantee shall be kept by the Fundong Council Tenders Board. The guarantee shall be released upon refund of
the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us
without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at on

Mr (Messrs).....

Signature(s) & stamps

THE MODEL UNDERTAKING BY THE BIDDER

Name of project.....Invitation to tender N°

Re-Construction of Fundong Council Grandstand (Lot 1) and the embellishment of the Funding Council premises in Fundong Municipality (Lot 2)

I (We) the undersigned (8)

Acting in the capacity of (9)in the name and on behalf of (10) atRC N°
by virtue of the power vested in me (us), domiciled at P.O. Box..... (Town), telephone
 No., after having studied all the documents of the tender file relating to the Invitation to Tender No.
, and after having assessed in my (our) point of view and under my (our) responsibility the nature
 and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out
 works **FOR**

.....in keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within
(.....) months as from the date of notification of award of the contract.

I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a period of sixty (60)
 days with effect from the deadline for submission of bids.

Done at , on

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« Represented by the undersigned » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office) « Constituted in a group of
 companies for the execution of this contract, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

FORM N° 08
MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I the undersigned, _____ a _____
(*specify diploma or certificate*) and holder of National Identity Card N°
_____ issued on _____ at _____ Tel:
_____ is committed and available to work as _____ (*specify post to
be occupied*) with _____ (*name of company*) if awarded the contract for
_____ (*indicate the name of project*) Boyo Division of the North West
Region. This is in response to Tender N° _____

Done in _____ the _____

Sign; _____

Certified at On the By

REMARK- This form shall be certified by the National Security Service (i.e. Police officer or Commissioner)

DOCUMENT N°11: ANNEXES

ANNEX N° 01

THE MODEL CURRICULUM VITAE

Name & First name: _____

Date of birth: _____

Nationality _____

Level of education _____

Languages Spoken	Level	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

Training school: _____

Date of admission: _____

Date of graduation: _____

Diploma obtained: _____ Date _____

Specific knowledge: Publication, research work _____

Date of start of service: _____

Nature of service rendered: _____

Number of years of service : _____

Number of years in the company : _____

Date of start of service in the company : _____

WORK EXPERIENCE (*)

(*) – Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.

- The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he actually held in the said projects.

ANNEX N° 02

THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							

NB: For each contract named in the above list, are attached the following:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional acceptance report and of final acceptance (*as the case may be*).

Done on, at

Mr (Messrs.)

Signature(s).....

ANNEX N° 03

MODEL EQUIPMENT LIST

SN	DESIGNATION <i>Description & frame (chassis) number</i>	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER <i>(If vehicle)</i>	QUANTITY	STATUS <i>(Hired or owned)</i>
1					
2					
3					
etc					

I the undersigned, _____ holder of National Identity Card N° _____ issued on _____ at _____ being Managing Director of this Company called _____ testifies that the above information is correct and commit myself to present any of the above equipment and tools at any given time requested. As well any of them must be present at the site before and during each phase at any given moment required or requested by the Authorities in charge of the project I am tendering for.

Remark- For equipment I will take on hire I hereby attached to this form certified attestations (*lease documents*) of commitment between I and the Owner(s) of the equipment(s).

Done on....., at

Signed

ANNEX N° 04

KEY STAFF

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				
SUPPORT STAFF				

ANNEX N° 05

MODEL OF SUB- DETAIL OF UNIT PRICE

Designation of Works:					
N° price	Daily output		Total Quantity		Duration (days)
	/ day				
WORKMANSHIP	Category	Number	Daily Salary	Days paid	Amount
	Site engineer				
	Site foreman				
	Team chiefs				
	Administrative staff				
	Driver				
	Specialised Technicians				
	Labourers				
	Store keeper				
	Total A				
	Type	Quantity	Daily rate	Days paid	Amount
	Pickup for follow-up				
	Small equipment				
	Total B				
	Type	Quantity	Unit Price	Consumption	Amount
	*				
	*				
	*				
	Total C				
D	TOTAL DRY PRICE A+B+C				
E	General site expenses		X%	D x X%	
F	General head office expenses		Y%	D x Y%	
G	TOTALCOST PRICE			D + E + F	
H	Risks + benefits		Z%	G x Z%	
P	TOTAL COST PRICE WITHOUT TAXES			G + H	
V	SELLING UNIT PRICE WITHOUT TAXES			P/QTE	

ANNEX N° 06
MODEL OF SITE VISIT REPORT
[not more than five (05) pages]

I) INTRODUCTION

TENDER N° (with project title)

.....

NAME OF COMPANY.....

DATE..... TIME.....

II) COMMENTARY:

II-1) Nature of the project site.....

II-2) Accessibility to the project site:

II-3) Vegetation (trees, shrubs etc)

II-4) Topography of the site.....

**NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO
JUSTIFY MY COMMENTARY ABOVE**

III) AVAILABILITY OF SERVICES (water, electricity, etc)

IV) AVAILABILITY OF CONSTRUCTION MATERIALS (stones, sand, gravel, wood etc)

V) DIFFICULTIES:

.....

.....

V) CONCLUSION.....

.....

SIGNATURES:

Signature, name and stamp of Contractor's Engineer
or

Technical Director, of Enterprise

ANNEX N° 07
THE EVALUATION GRID
ANNEX 7: EVALUATION GRID

**FOR THE MAINTENANCE OF ISAIBAL - MISSION QUARTER ROAD (1.633KM) IN THE
FUNDONG MUNICIPALITY, BOYO DIVISION**

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.2	Purchase receipt of Tender File issued by a Fundong council treasury in the amount of 50.000 (Fifty Thousand) F.CFA as stipulated in the Tender Notice.
A.3	A bid bond Five hundred thousand francs, (500,000) FCFA issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.4	Certified Copy of the Business Registration, not more than three months old.
A.5	Business License (photocopy certified by the Chief of Centre of Taxes, not more than three months).
A.6	Certified Copy of a valid taxpayer's card, delivered by the Chief of Centre of Taxes, valid dated at most three months.
A.7	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.8	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance, not more than three months.
A.9	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP) and should be valid for at least three months
A.10	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund and should be valid for the tender concerned; the attestation should be less than three months old.
A.11	Attestation of site visit dated and signed by the Contractors or their representatives (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals (consistency of work and execution plans).
A.12	CCAP completed and initialled on all the pages and signed, stamped and dated on the last page.
A.13	Power of attorney where necessary

The absence or the nonconformity of one of these documents shall result in the elimination of the bid. However, the bidder shall have a period of 48hour to comply. This rule shall not be applied to bid bond
The second Internal Envelope shall be labelled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

B.1	General presentation of the bids		
	- Table of content page - Coloured page separators - Presentation of documents in the order given in this Tender File - Clarity of the documents presented - Quality of binding (Spiral binding /slotting with transparent fly leaf on the front cover) - Special Administrative and Technical conditions present		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs of at least 4,500,000 FCFA justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances for works executed. (minutes of final reception within the past years for up to 2021) Minimum acceptable: 02 Contracts realized in the domain for over the last 05 years		
	1st Reference		
	2nd reference		
NB: Final Acceptance for 2017 - 2021 and provisional Acceptance for 2017- 2022 should be presented for the two references.			

B.3	QUALIFICATION AND EXPERIENCE OF THE TECHNICAL STAFF		
B.3.1	01- works supervisor		
	Qualification of the works supervisor: Civil Engineer or Senior Civil Engineering Technician		
	Professional experience in the domain of civil engineering of at least three (03) years for Civil Engineer and three (03) years for Senior Civil Engineering Technician		
	➤ CV signed and dated by the supervisor, ➤ A certified copy of the technical diploma ➤ An Attestation of presentation of original of the technical diploma ➤ An attestation of availability signed and dated by the concerned ➤ Certified copy of ID card signed and dated by the Police		
B.3.2	02 - Site foreman (at least Basic Civil Engineering Technician)		
	Qualification of the Site foreman: (at least Basic Civil or Rural Engineering Technician with at least three years' experience in the domain of Civil Constructions and other works.		
	Professional experience of the Site foreman in the domain of Civil Engineering and other works for at least three (03) years		
	➤ CV signed and dated by the foreman, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed and dated by the foreman ➤ Certified copy of ID card signed and dated by the Police		
B.3.3	03- Other personnel		
	➤ 02 (two) bricklayers with at least GCE O/L Technical in Building construction or its equivalent(CAP Maçonnerie) and with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates) ➤ 01 (One) Carpenter with at least GCE O/L Technical in wood works or its equivalent(CAP Menuiserie) with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates) ➤ 01 (One) Electrician with 3 years professional experience in the domain of Civil construction and similar works		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Work schedule		
B.4.5	Quality control method		
B.4.7	Environmental impact notice obtained from the council (<i>To be submitted only by the winner, after publication of results</i>)		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender File		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	List of small tools and prove of ownership		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity of at least 25% of the project amount (solvency) of the enterprise issued by a 1st class bank in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.8	Special Technical Clauses initialled in all the pages and last page signed, dated and stamped.		

NB: THE signature of the concerned in CV and Availability should be the same with that found in the National Identity Cards.

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (See ANNEX 3)
C2	Completed and signed frame work of unit prices excluding VAT in words and in figure.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and net payable
C4	Sub details of unit prices according to the model attached.

NB: THE absence of unit price "in the mail enclosure slip" and sub detail of these prices will lead to the elimination of the bidder

ANNEX 8: MODELE ATTESTATION OF SITE VISIT

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

Director or Engineer of the Company: (Name of Enterprise),

have actually visited the site which is going to receive the structure relative to
.....
.....

I declare:

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

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

DATE:

**VISA OF THE CONTRACTOR
OR HIS REPRESENTATIVE**

DOCUMENT N^o. 12:
**List of banking establishments and financial bodies authorised
to issue bonds for public contracts**

I- BANKS

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