

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
-----  
NORTH-WEST REGION  
-----  
FUNDONG SUB DIVISION  
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FUNDONG COUNCIL  
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FUNDONG COUNCIL INTERNAL  
TENDERS' BOARD



REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie  
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REGION DU NORD-OUEST  
-----  
ARRONDISSEMENT DE FUNDONG  
-----  
COMMUNE DE FUNDONG  
-----  
COMMISSION INTERNE DE PASSATION DES  
MARCHES DE LA COMMUNE DE FUNDONG

## OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°  
06/ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 / 02 /2025 FOR THE CONSTRUCTION OF FUNDONG  
AMUSEMENT PARK IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

PROJECT OWNER: THE MAYOR FUNDONG COUNCIL

FINANCING: BIP MINTOUL - 2025

AUTHORISATION N°: JA0278

IMPUTATIONS: 59 23 250 02 641805 464800 981

S/N	SUBJECT	FINANCING	PROJECT AMOUNT	Bid Bond	Tender fee
1	CONSTRUCTION OF FUNDONG AMUSEMENT PARK	BIP MINTOUL 2025	40,000,000 F.FCA	800,000	80,000

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### TENDER NOTICE

**OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°  
06 /ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 /02 /2025 FOR THE CONSTRUCTION OF  
FUNDONG AMUSEMENT PARK  
IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.**

**Subject of the invitation to tender:** Within the framework of 2025 Investment Budget and following an allocation from the Ministry of MINTOUL, the Mayor FUNDONG Council hereby launches an OPEN NATIONAL INVITATION TO TENDER FOR THE **CONSTRUCTION OF FUNDONG AMUSEMENT PARK** IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.

**1. Nature of work:**

Works to be done for the solar electrification project consist of the following:

- Preliminary works
- Earth works
- Construction works
- Hangar
- Supply and installation of equipment
- Electrical works
- Plumbing works
- Embellishment works

**2. Execution deadline**

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this invitation to tender is three **(03) calendar months**

**3. Estimated cost**

The estimated cost after preliminary studies is **40 000 000 (Forty million) CFA Francs.**

**4. Participation and origin**

Participation to this invitation to tender is opened to Cameroonian enterprises that are in compliance with the fiscal laws.

**5. Financing**

Works which form the subject of this invitation to tender shall be financed by the Public Investment Budget BIP MINTOUL 2025.

**6. Bid bond**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **800,000 (Eight hundred) CFA Francs**, valid for thirty (30) days beyond the date of validity of bids. As per article 90 (9) of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond.



**7. Consultation of Tender File:**

The file may be consulted during working hours at the technical service of the FUNDONG Council, Telephone N° (237) 677 75 55 10 as soon as this notice is published.

**8. Acquisition of tender file:**

The file may be obtained from the technical service of the FUNDONG Council, Telephone N° (237) 677 75 55 10 as soon as this notice is published against payment of the sum of **Eighty Thousand (80,000)** CFA francs, payable at the FUNDONG Council Municipal Treasury, representing the cost of purchasing the tender file.

**9. Submission of bids:**

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies should reach the FUNDONG Council premises at Fundong not later than 13 / 03 / 2025 at **10 AM** local time and should carry the inscription:

06 **OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°**  
**06 / ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 / 02 / 2025 FOR THE CONSTRUCTION OF**  
**FUNDONG AMUSEMENT PARK**  
**IN THE FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.**  
***"To be opened only during the bid-opening session"***

**10. Admissibility of bids**

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender.  
They must obligatorily be not older than three (3) months.

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.

**11. Opening of bids:**

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the 13 / 03 / 2025 at 11 Noon local time, at the Conference Hall of FUNDONG Council by the FUNDONG Council Internal Tenders' Board. Only bidders may attend or be represented by duly mandated persons of their choice.

**12. Evaluation criteria**

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

**A. Eliminatory criteria**

1. Absence of the bid bond
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit of the Tender file in the financial bid;
7. Non respect of **70%** of essential criteria;

**During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace the said document else it will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline. This shall not be applied to the bid bond**

**B. Essential criteria**



1. General presentation of the tender files;
2. Financial capacity;
3. References of the company in similar achievements;
4. Quality of the personnel;
5. Technical organization of the works;
6. Safety measures on the site;
7. Logistics;
8. Attestation and report of site visit;
9. Special Technical Clauses initialed in all the pages;
10. Special Administrative Clauses completed and initialed in all the pages.

These essential criteria are subject to lower limits, the details of which are spelled out in the Special Regulations of the invitation to tender

### 13. Award

This evaluation will be done in a purely a purely binary method with a positive (**yes**) or negative (**no**) with an acceptable minimum of **70%** of the essential criteria taken into account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **70%** of the essential criteria.

### 14. Validity of bids

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

### 15. 1Complementary information

Complementary technical information may be obtained during working hours at the Technical Service of the FUNDONG Council Telephone N° (237) 677 75 55 10.

Done at Fundong on the, 13/02/2025

(Contracting Authority)

**THE MAYOR FUNDONG COUNCIL**



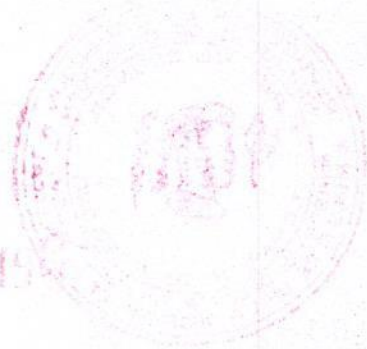
**Denis Awoh Ndang**

#### Copies:

- MINMAP
- ARMP
- DD MINTOURL BOYO
- DD MINDHU BOYO
- Contracting Entity
- Chairperson of TB
- Notice Boards



Angewandte Chemie





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Peace – Work – Fatherland

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## AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR PROCEDURE D'URGENCE N°  
06 /ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 /02 /2025 POUR CONSTRUCTION DU PARC  
D'ATTRACTIONS FUNDONG DANS L'ARRONDISSEMENT DE FUNDONG ; DEPARTEMENT DE LA BOYO,  
REGION DU NORD OUEST**

### **1. Objet de l'Appel d'Offres**

Dans le cadre de l'exercice budgétaire 2025, Monsieur le Maire de la commune de FUNDONG, Maître d'Ouvrage et autorité contractante lance un Appel d'Offres National Ouvert par procédure d'urgence pour les travaux POUR LE CONSTRUCTION DU PARC D'ATTRACTIONS FUNDONG DANS L'ARRONDISSEMENT DE FUNDONG ; DEPARTEMENT DE LA BOYO, REGION DU NORD OUEST

### **2. Consistance des travaux**

Les travaux comprennent notamment les travaux de ;

- Travaux Préliminaire
- Installations solaires
- Peneaux Support + Travaux civil
- Installation Electric
- Divers

### **3. Délais d'exécution**

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de trois (03) mois calendaires et court à compter de la date de notification de l'ordre de service de démarrage des travaux.

### **4. Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de Quinze millions (40 000 000) de Francs CFA.

### **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 et qui sont en règle fiscal.

**6. Financement** Les travaux objet du présent appel d'offres sont financés par le budget de MINTOUL l'exercice 2025.

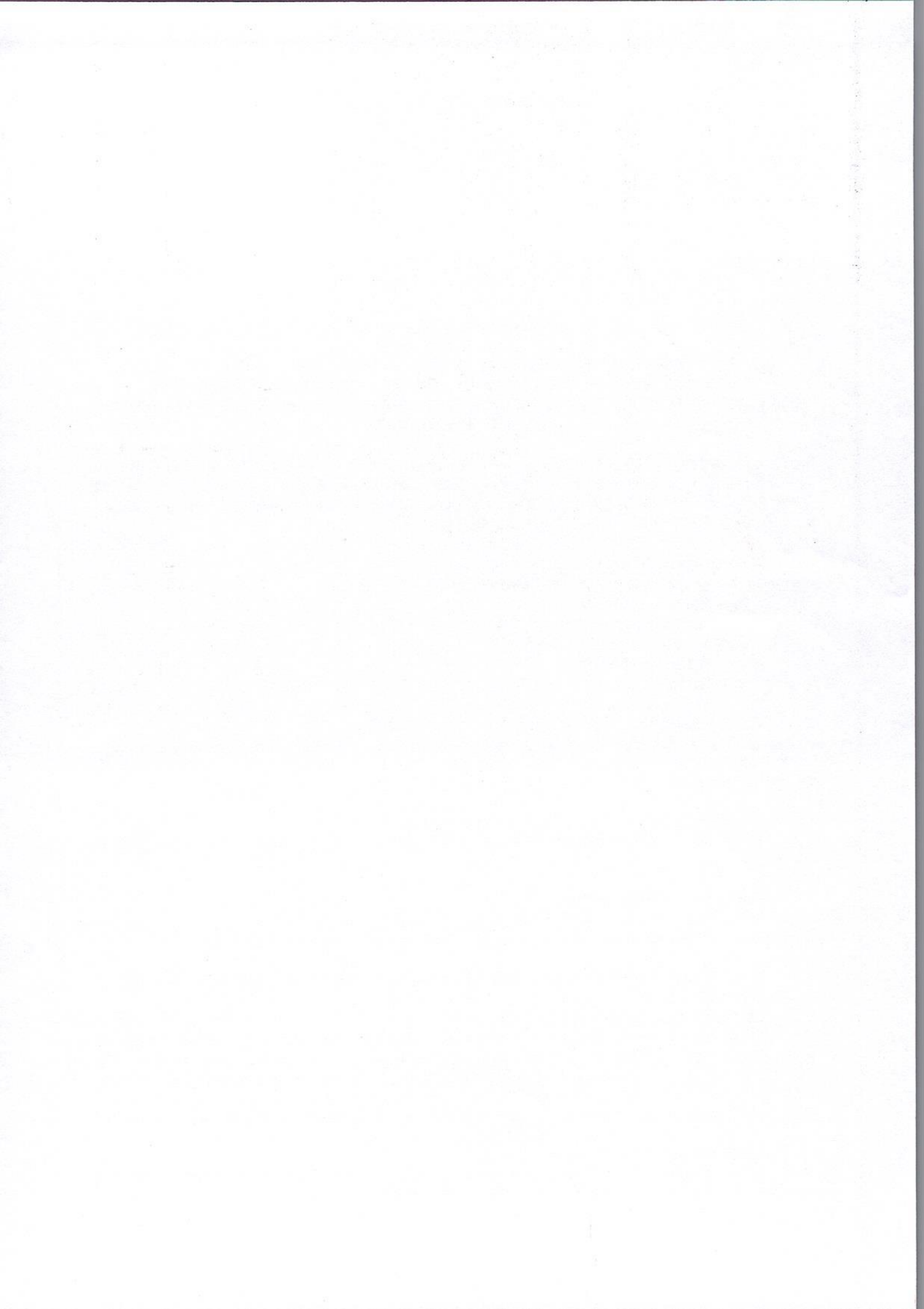
### **7. Cautionnement de soumission**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de **Trois Cent quarante milles (800 000) FCFA** et valable pendant trente (30) jours au-delà de la date de validité des offres. Conformément à l'article 90 (9) du code des Marchés Publics (Décret No. 2018/366 du 20 June 2018), des chèques certifiés et chèques-banques sont admis à la place du cautionnement de soumission.

### **8. Consultation du Dossier d'Appel d'Offres**

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Section Technique de la commune FUNDONG, Téléphone N° (237) 677 75 55 10, dès publication du présent avis.







9. **Acquisition du Dossier d'Appel d'Offres**

Le dossier d'Appel d'Offres peut être obtenu aux heures ouvrables à la Section Technique de la commune FUNDONG, Tél. N° (237) 677 75 55 10, dès publication du présent avis, sous présentation d'une quittance de versement à la recette municipale de la commune de FUNDONG de la somme non remboursable de Trente Mille (80,000) F CFA de frais d'acquisition du Dossier

10. **Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (06) exemplaires dont un (01) original et (05) copies marquées comme telles, devra parvenir contre récépissé à la commune de FUNDONG au plus tard le 13/03/2025 à 10 heure locale et devra porter la mention suivante :

« APPEL D'OFFRES NATIONAL OUVERT PAR PROCEDURE D'URGENCE N°  
06/ONIT/MINDDEVEL/FC/FCITB/2025 OF 13/02/2025 POUR LE CONSTRUCTION DU PARC  
D'ATTRactions FUNDONG DANS L'ARRONDISSEMENT DE FUNDONG ; DEPARTEMENT DE LA BOYO,  
REGION DU NORD OUEST »

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

11. **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.

La date limite de validité des pièces administratives susvisées doit être postérieure à celle de lancement de la consultation (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. L'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances entrainera un rejet séance tenante de l'ouverture des plis.

12. **Ouverture des plis**

L'ouverture des plis se fera en un seul temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le 13/03/2025 à 11 heures précises, dans la salle de conférences de la commune de FUNDONG, par la Commission interne de Passation des Marchés de la commune de FUNDONG siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance de leurs offres.

13. **Critères d'évaluation**

Les offres seront évaluées selon les principaux critères suivants :

**A - Critères éliminatoires**

Il s'agit notamment de :

**PENDANT LA SEANCE D'OUVERTURE DES OFFRES**

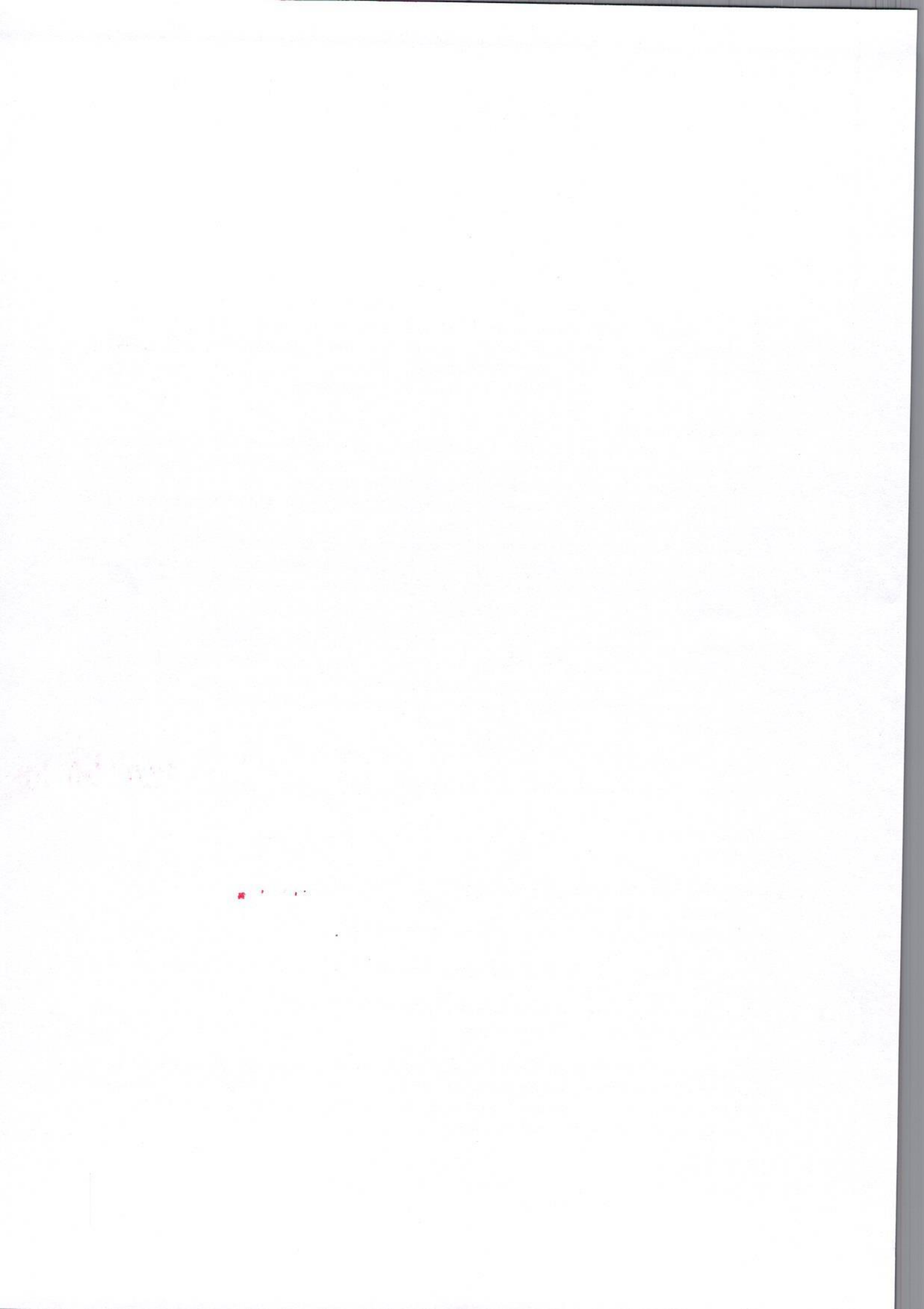
1. Absence de la caution de soumission ;
2. Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
3. Fausses déclarations ou pièces falsifiées ;
4. Offre dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire
5. Offres financière incomplète,
6. Le changement d'une unité ou d'une quantité du DAO dans l'offre financière ;
7. Le non-respect de 70% des critères essentiels ;

**N.B.** En cas d'absence ou de non-conformité d'une pièce du dossier administratif lors de l'ouverture des plis, un délai de quarante-huit (48) heures est accordé aux soumissionnaires concernés pour remplacer la pièce en question. Passé ce délai, la pièce ne sera plus acceptée et l'offre ne sera éliminée que lors de l'évaluation des of en sous-commission d'analyse.

**B - Critères essentiels**

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

- 1 Présentation générale de l'offre ;





- 2 Financial capacity;
- 3 References of the company in similar achievements;
- 4 Quality of the personnel;
- 5 Technical organization of the works;
- 6 Safety measures on the site;
- 7 Logistics;
- 8 Attestation and report of site visit;
- 9 Special Technical Clauses initialed in all the pages;
- 10 Special Administrative Clauses completed and initialed in all the pages.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

**14. Attribution**

Cette évaluation se fera de manière purement binaire avec des positifs (oui) ou négatifs (non) et dont le minimum des « oui » acceptable est d'au moins **70%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre le moins disant, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **70%** des critères essentiels.

**15. Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

**16. Renseignements complémentaires**

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Section Technique de la commune de FUNDONG Tél. : N° (237) 677 75 55 10

Fait à FUNDONG, le 13/02/2025

(Autorité contractante)

**Le Maire de la commune de FUNDONG**



**Denis Awoh Ndang**

**Copies :**

- ARMP
- MINMAP BOYO
- DD MINDHU BOYO
- DD MINTOURL BOYO
- Maître d'Ouvrage
- Présidents CPM
- Affichage.

gnsb/nowA sine





**DOCUMENT NO. 2:**  
**GENERAL REGULATIONS OF THE INVITATION TO TENDER**

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# GENERAL RULES OF THE INVITATION TO TENDER

## A. General

### Article 1: Scope of the tender

1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.

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.

1.2 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:

- i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii) "Collusive practices" 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;
- iv) "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 competing

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), 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:



- i) 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
  - ii) Presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
  - iii) The 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 authorised 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:

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) 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 authorise 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 organise 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 tender notice;

Document No. 2. The General Regulations of the invitation to tender;

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

Document No. 4. The Special Administrative Conditions;

Document No. 5. The Special Technical Conditions;

Document No. 6. The schedule of unit prices;

Document No. 7. The bill of quantities and estimates;

Document No. 8. The sub details of unit prices;

Document No. 9. Model documents of the contract:

a. The execution schedule;

b. Model of forms presenting the equipment, personnel and references;

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

g. Model of guarantee in replacement of the retention fund;

h. Model contract;

Document No. 10. Models to be used by bidders;

a. Model contract;

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner;



Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised 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 complaints**

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.

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 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:

- i) all documents attesting that the bidder:
  - has subscribed to all declarations provided for by the laws and regulations in force;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) 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 organisation 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:

1. The Special Administrative Conditions (SAC);
2. 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:

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

i) fails in his obligation to register the contract in application of article 38 of the General Regulations;

ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

iii) 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 basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and 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 basic 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(ies) 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:  
**OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° 06 /ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 / 02/2025 FOR THE CONSTRUCTION OF FUNDONG AMUSEMENT PARK IN THE FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.**  
**"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 authorised 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 of envelopes and evaluation of bids

### Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single phase 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 copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.  
It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.  
The Independent Observer 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 authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 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:

- i) which substantially limits the scope, quality or realisation of the works;
- ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
- iii) 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 costed 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 authorised 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.

### **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 authorisation 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 percent 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 No. 3:**  
**SPECIAL REGULATIONS OF THE TENDER**

**Table of contents**

References of the General regulations	General
1.1	<b>Definition of works:</b> <b>OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°</b> <b>06 /ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 / 02 /2025 FOR THE</b> <b>CONSTRUCTION OF FUNDONG AMUSEMENT PARK IN THE FUNDONG</b> <b>MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.</b>
1.2	Execution deadline: Three (03) calendar months
2.1	<b>Source of financing</b> Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of MINTOURL
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

**6.1 Evaluation criteria**

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

**Eliminatory criteria**

• **Outright elimination during the opening session of the bids**

1. Absence of the bid bond
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit of the Tender file in the financial bid;
7. Non respect of **70%** of essential criteria;

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

**Essential criteria**

1. General presentation of the tender files;
2. Financial capacity;
3. References of the company in similar achievements;
4. Quality of the personnel;
5. Technical organization of the works;
6. Safety measures on the site;
7. Logistics;
8. Attestation and report of site visit;
9. Special Technical Clauses initialed in all the pages;



10. Special Administrative Clauses completed and initialed in all the pages.

This evaluation will be done in a purely a purely binary method with a positive (**yes**) or negative (**no**) with an acceptable minimum of **70%** of the essential criteria taken into account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest reasonable amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **70%** of the essential criteria.

**ARTICLE 6: Language of the bids:**

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

**PRESENTATION OF THE TENDER.**

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

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

**5.1 External envelope.**

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

**OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°**  
**06/ONIT/MINDDEVEL/FC/FCITB/2025 OF 13/02/2025 FOR THE CONSTRUCTION OF**  
**FUNDONG AMUSEMENT PARK IN THE FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST**  
**REGION.**

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

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

**8.2 Internal envelopes**

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

The first internal envelope shall be labeled;

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

**ADMINISTRATIVE DOCUMENTS.**

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender of 80,000 (Eighty Thousand) file issued by FUNDONG Municipal treasury
A.6	A bid bond of 800,000 of (Eight hundred thousand FCFA), certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis



	the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified (Business license) by the chief of center for taxation
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A11	An Attestation of site visit signed by the Contractor or his Engineer/Technician
A12	Power of attorney authorizing signatory to engage the enterprise in the Tender

**The absence or the non-conformity of the one of these documents will result to the elimination Of the offer either during the opening session of the bids (absence of bid bond) or after 48hours in the case of any administrative document**

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

<b>B.1</b>	<b>General presentation of the tender files</b>		
	-Document slotted or spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender		
<b>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b>		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.		
	1 <sup>st</sup> Reference		
<b>B.3</b>	<b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF</b>		
B.3.1	<b>01 works supervisor (at least HND or equivalent certificate)</b>		
	Qualification of the works supervisor: (bachelor in Electrical or Rural Engineering (BAC +3 with Three (03) years working experience or a Senior Technician in Electrical or Rural Engineering (BAC +2 with Five 05 years of working experience)		
	<ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ Certified copy of a valid National Identity Card</li> <li>➤ Presentation of originals</li> <li>➤ An attestation of availability signed by the candidate</li> </ul>		
B.3.2	<b>01 Site foreman be a senior Electrical, Rural engineering or Renewable/Solar technician (Civil Engineering BAC + 2)</b>		
	Qualification of the Site foreman:		
	Professional experience of the Site foreman ≥ 03 years (signed CV) A certified copy of <ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ Certified copy of a valid National Identity Card</li> <li>➤ An attestation of presentation of originals.</li> <li>➤ An attestation of availability signed by the candidate</li> </ul>		
B.3.2	<b>02 Electricians be a senior holder of at least CAP in Electrical Engineering</b>		
	Qualification of the Site foreman:		
	Professional experience of the Site foreman ≥ 03 years (signed CV) A certified copy of <ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ Certified copy of a valid National Identity Card</li> <li>➤ An attestation of presentation of originals.</li> </ul>		



	➤ <i>An attestation of availability signed by the candidate</i>		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
<b>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
B.5.1	Proof of ownership or rental of a pick-up or other van		
	Proof of ownership hand tools for electrical/solar works		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
<b>B.7</b>	<b>Attestation of site visit</b> signed by the bidder		
<b>B.8</b>	Comprehensive report of site visit signed by the company administrator accompanied by photos with the contractor or representative on the site and sign on the last page		
<b>B.9</b>	Special Technical Clauses initialed in all the pages		
<b>B.10</b>	Special Administrative Clauses completed and initialed in all the pages and last page signed		

#### **ENVELOPE C- FINANCIAL FILE**

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

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

#### **Supply price**

##### **ARTICLE 8: 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 will 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 Republic of Cameroon at the handover date of the offers.



## **ARTICLE 9: 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 10: Guarantee and retention guarantee**

### **10.1 Provisional guarantee**

The amount of the provisional guarantee or guarantee of tender is fixed at **800,000 (Eight hundred Thousand) FCFA**. As per article 90 (9) of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond.

The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

### **10.2 Final Bond**

Not applicable

### **10.3 Guarantee Retention**

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, one year after provisional reception of works.

## **ARTICLE 11: Period of validity of the offers**

The bidder will remain committed to his offer for sixty (60) 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 12: A number of copies of the offer which must be filled and sent**

The tender, as all the parts accompanying it will have to be given in six (07) copies, including one (01) original and five (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

**OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°  
06/ONIT/MINDDEVEL/FC/FCITB/2025 OF 13/02/2025 FOR THE CONSTRUCTION OF  
FUNDONG AMUSEMENT PARK IN THE FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST  
REGION.**

**<<TO BE OPENED ONLY DURING THE OPENING SESSION>>**

## **ARTICLE 13: Date and latest time of deposit of offers**

The offers will have to arrive under closed fold and seal latest **13/03/2025** at 10AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

FUNDONG Council, beyond this time no offer will be received nor accepted.

## **ARTICLE 14: Opening of the tenders**

The opening of the folds will be carried out in the conference room of the FUNDONG Council on **13/03/2025** as from ..... 11 Noon, by the FUNDONG Council Tenders Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

## **AWARD OF THE CONTRACT**

### **ARTICLE 15: Award of the contract**

The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 70% of the essential criteria** taken into account.

The decision carrying attribution of the contract will be published by way of press release or any other means of publication of use in the Administration.



If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if his offer is not accepted.

The contracting authority reserves the right not to take action on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.

Pursuant to justification by bidder, bids with unconvincing abnormally low costing will be rejected by the Project Owner as proposed by the Tenders Board.

Prior to this reject, the bidder must have been requested to produce written justification(s) and that these justifications have been appreciated to be unconvincing.

These justifications will concern amongst others

- The production of detailed pricing, its content and the coherency between the unit price, its mode of realisation and its timing.
- The purchase prices of materials
- The cost of exploitation of equipment
- The wages of technicians and labourers
- comparative advantages or favourable exceptional conditions that the bidder has for the realisation of the works
- measures relative to the condition of works

In the case where these justification(s) is or are not convincing, the Project Owner decides but before the reject, he can only decide when the Public Contracts Regulatory Agency (ARMP) must have examined the unconvincing justification(s) and given his opinion in seven (07) working days from the date of receipt of these justifications from the project. ***(The Tenders Board requests for justifications, bidder replies by writing, board examines and if not convincing, proposes reject to contracting Authority who decides after consulting ARMP)***

#### **ARTICLE 16: COMMENCEMENT OF WORK:**

Before the commencement of works, the contractor must make sure that she respects the elements of maturity of the project especially the limits of the roads shown to him by the project owner during the site visit. An update of quantities will be carried before the start of works



**DOCUMENT No. 5:**  
**SPECIAL ADMINISTRATIVE CONDITIONS (SAC)**

**Table of contents**

**Chapter I: General**

- 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)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- 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)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

**Chapter III: Execution of the works**

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- 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)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

**Chapter IV: Acceptance**

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

**Chapter V: Miscellaneous provisions**

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 and last: Entry into force of the contract



## Chapter I: General

### Article 1: Subject of Jobbing Order

The subject of this contract shall be the **FOR THE CONSTRUCTION OF FUNDONG AMUSEMENT PARK IN THE FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.**

### Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation to Tender

**OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° 06 /ONIT/MINDDEVEL/FC/FCITB/2025 OF 13 / 02 /2025 FOR THE CONSTRUCTION OF FUNDONG AMUSEMENT PARK IN THE FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.**

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

#### 3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor FUNDONG Council**  
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of Public Contracts regulation.
- **The Contract Manager** shall be the Council Development Officer of the FUNDONG Council who shall represent the Project Owner in all the levels of the project notably by ensuring the respect of the administrative, technical and financial conditions and contractual deadlines
- The Contract Engineer shall be the **Divisional Delegate of Urban Development and Housing for BOYO** hereinafter referred to as the Engineer.
- The Project **Owner is the Mayor FUNDONG Council**. He represents the beneficiary administration of the works.
- **The Project Manager shall be a technician designated by the Divisional Delegate of Urban Development and Housing from his office.** He ensures respect of the administrative, technical and financial conditions and contractual deadlines. He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The Service in charge of un-announce control of the execution of works shall be the **Divisional Delegate of Public Contracts for BOYO.**
- The contractor shall be *[to be specified]*.

#### 3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be *the Mayor FUNDONG Council*
- The authority in charge of the clearance of expenditures shall be **DIVISIONAL FINANCE CONTROLLER - BOYO.**
- The body or official in charge of payment shall be *the Municipal Treasurer FUNDONG Council.*
- The official competent to furnish information within the context of execution of this contract shall be *the Project Owner (Mayor FUNDONG Council).*

#### 3.3 Duties of the Control Mission, Project Manager

##### 3.3.1 Missions *[to be completed, where need be]*

##### 3.3.2 Means put at the disposal of the Control Mission and the other stake holders of the project:



In accordance with the provisions of article 153 paragraphs 1 and 2 of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), the Contract Manager, the Contract Engineer as well as the other persons in charge of the control and follow up of the project shall perceive indemnities as well as logistics support for the realisation of the project from that shall be fixed by a decision of the Project Owner or Project Owner.

#### **Article 4: Language, applicable law and regulation**

1.2 The language to be used shall be *[English and/or French]*.

1.3 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 (Article 4 of GAC)**

The constituent contractual documents of this contract are in order of priority: *(to be adapted to the nature of the works)*.

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special 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, calculation notes, trial documents, geotechnical documents *[insert and indicate, where need be, names and references]*.
- 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 General Technical Condition(s) applicable on the services forming the subject of the contract *[insert and indicate, where need be, names and references]*.

**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 5<sup>th</sup> August 2013 the Ministry in charge of Public Contracts;
7. Decree No. 2018/366 of 20<sup>th</sup> 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 31<sup>ST</sup> 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 fix 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 Project Owner 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:** The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.

**11.2 Performance bond:** The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes. 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.

### 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 30<sup>th</sup> 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 (5<sup>th</sup>) 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 thousandth (1/2000<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth (1/1000<sup>th</sup>) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> 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 final bond;
- 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 representative ..... (Chairperson)
- ❖ The Contract Manager.....(Member)
- ❖ The Contract Engineer or his representative ..... (Secretary)
- ❖ The Project Manager ..... (Member)
- ❖ The Divisional Delegate of MINEPAT or representative.....(observer)
- ❖ The Divisional Delegate of MINMAP or representative.....(observer)
- ❖ The Divisional Delegate of MINTOURL or representative.....(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 (Mayor) or his representative..... (Chairman)
- The Contract Manager.....(Member)
- The Contract Engineer or his representative.....(Secretary)
- The Project Manager.....(Member)
- Fundong Council Stores Accountant.....(Member)
- The Divisional Delegate MINMAP or his representative .....(Observer)
- The Divisional Delegate MINTOURL or 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:** Fifteen (15) 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.



**Document No. 6:**  
**Special Technical Conditions (STC)**

- Preliminary works
- Earth works
- Construction works
- Hangar
- Supply and installation of equipment
- Electrical works
- Plumbing works
- Embellishment works

**GENERALITIES:** These present special technical specifications concerns CONSTRUCTION OF FUNDONG AMUSEMENT PARK IN THE FUNDONG MUNICIPALITY, BOYO DIVISION.

It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority. Through the contract Engineer, the contractor shall furnish the owner of the project and other project team members within 15 days from the date of notification to start work with an execution plan showing clearly how he intends to run the work site.

**SIGN-POSTS:** The contractor shall put in place at his expense sign-posts indicating the ongoing work in conformity with the plans put at his disposal by the contracting authority.

**Hygiene and safety:** The contractor shall ensure total hygiene and security of the site by constructing a temporal latrine and putting up a temporal fence around the project site if need be.

The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

The contractor shall take all preventive measures against accidents. The owner of the project has the right to intervene in case of any emergency without necessary interfering with the activities of the contractor.

The contractor shall verify all dimensions on the plans. For execution, no dimension shall be measured with a scale rule from the plans. The contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished within a specified duration and at his cost without modification of the contract amount. The owner of the project shall have the right to the final choice in case of any modification.

**Equipment:**

**1. See-Saw (4 Places)**

Material Specifications:

- ✓ Frame: Galvanized steel with powder-coated paint for durability and weather resistance.



- ✓ Seats: High-density polyethylene (HDPE) with UV protection for comfort and safety.
- ✓ Handles: Rubberized grips for safety and comfort.
- ✓ Dimensions: Length 3.5m, height 1.2m.
- ✓ Weight Limit: 120kg per seat.
- ✓ Features: Anti-pinch mechanisms at pivot points.

## **2. Merry-Go-Round (20 Places)**

### **Material Specifications:**

- ✓ Structure: Heavy-duty galvanized steel.
- ✓ Seats: Molded plastic or fiberglass with secure footrests and handrails.
- ✓ Rotational Mechanism: Ball-bearing system for smooth rotation.
- ✓ Diameter: 3.5m.
- ✓ Weight Capacity: 1500kg total.
- ✓ Safety: Non-slip platform and padded edges.

## **3. Merry-Go-Round (7 Places)**

### **Material Specifications:**

- ✓ Structure: Same as the 20-seater model but smaller.
- ✓ Diameter: 2m.
- ✓ Weight Capacity: 700kg total.

Features: Non-slip surface, secure seats, and handrails.

## **4. Slide**

### **Material Specifications:**

- ✓ Slide Surface: Stainless steel or fiberglass with smooth, polished edges.
- ✓ Frame: Powder-coated steel for durability.
- ✓ Ladder: Non-slip rungs with rubber grips.
- ✓ Height: 2.5m to 3m (customizable).

Safety: Side rails and cushioned base.

## **5. Monkey Bars**

### **Material Specifications:**

- ✓ Frame: Galvanized steel with anti-rust coating.



- ✓ Bars: Powder-coated steel, diameter 3.8cm for a firm grip.
- ✓ Height: 2.5m.
- ✓ Length: 3m.

Safety: Rubberized ground padding.

### **6. Swing (3 Places)**

Material Specifications:

Frame: Galvanized steel or hardwood.

Seats: Rubber or plastic with metal reinforcements.

Chains: Heavy-duty galvanized steel with rubber coating.

Dimensions: Frame width 3.5m, height 2.5m.

Weight Limit: 120kg per seat.

### **7. Trampoline (Big Model)**

Material Specifications:

Jumping Surface: UV-resistant polypropylene mesh.

Frame: Heavy-duty galvanized steel, rust-resistant.

Diameter: 4m.

Safety: Enclosed net with foam-padded poles.

Weight Capacity: 500kg total.

### **8. Trampoline (Small Model)**

Material Specifications:

Same as the big model, but smaller.

Diameter: 2m.

Weight Capacity: 200kg total.

### **9. Pool Table**

Material Specifications:

Frame: Hardwood or MDF with laminate finish.

Playing Surface: Slate top covered with wool-blend cloth.

Dimensions: Standard size 2.74m x 1.37m.

Features: Adjustable legs, drop pockets, and cue racks.



## 10. Rocking Chairs

### Material Specifications:

Material: Solid wood or plastic with weather-resistant coating.

Dimensions: Seat height 45cm, width 55cm, and backrest height 90cm.

Features: Ergonomic design with non-slip base.

## 11. Table Tennis

### Material Specifications:

Table Top: 25mm MDF with anti-glare coating.

Frame: Steel with powder-coated finish.

Dimensions: Standard size 2.74m x 1.52m x 0.76m.

Features: Foldable design, lockable wheels, and net included.

## 12. Sand Bank

### Material Specifications:

Structure: Wooden or metal frame to contain the sand.

Dimensions: Customizable, standard 3m x 3m x 0.3m.

Sand Type: Clean, soft, fine-grain play sand.

Features: Sunshade or cover included.

### 1) 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	CONSTRUCTION OF FUNDONG AMUSEMENT PARK IN THE FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION.
Project Owner /Contracting Authority	Mayor FUNDONG Council
Funding body	BIP MINTOUL 2025
Chief of service	Council Development Officer
Contract Engineer	DD MINH DU - Boyo
Project Manager	
Contractor	To precise
Duration of the contract	THREE (03) months



**Document No. 7:**  
**Schedule of unit prices**

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF THE FUNDONG AMUSEMENT PARK PHASE 1 IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION					
NS/N	DESCRIPTION	UNIT	QTY	AMOUNT IN FIGURES (FCFA)	AMOUNT IN WORDS (FCFA)
	<b>100: PRELIMINARY WORKS</b>				
101	Site installation and mobilisation	LS	1		
102	Environmental impact notice	LS	1		
103	Studies (execution planning, report of execution etc)	LS	1		
	<i>Sub/Total 100</i>				
	<b>200: EARTH WORKS</b>				
201	Leveling of the site surface with the aid of machinery	m <sup>2</sup>	2000		
	<i>Sub/Total 100</i>				
	<b>300: CONSTRUCTION WORKS</b>				
<b>301</b>	<b>FENCE</b>				
3011	Reinforced concrete pillars	m3	5.1975		
3012	Timber Cross bars (painted)	ml	480		
3013	Timber Vertical Bars (painted)	ml	1360.8		
3014	Metallic gate	U	1		
	<b>Subtotal 301</b>				
<b>302</b>	<b>HANGAR</b>				
3021	Reinforced concrete pillars	m3	1.3365		
3022	Foundation Blocks 20x20x40	m2	5.76		
3023	Chain beam and wall plate	m2	2.36		
3024	Wall in earth bricks	m2	84		
3025	Flooring	m3	3.6		
3026	Roof (including roofing sheets purlins, trusses, etc)	m2	77		
3027	Ceiling in plywood and aluminum sheets	m2	77		
3028	Electrical wiring including all accessories and connection	U	1		
3029	Table	U	1		
3030	Plastic chairs	U	20		
	<b>Subtotal 302</b>				
303	Construction of a block of two toilets attached to the hanger including tilling, fitting of all necessary accessories, construction of inspection chambers, septic tank, soak away pit, connections and all other suggestions	U	1		



		<b>Sub/Total 303</b>			
		<b>Sub/Total 300</b>			
	<b>400: SUPPLY AND INSTALLATION OF EQUIPMENT</b>				
401	See saw (four places)	U	1		
402	Merry-go-round (20 places)	U	1		
403	Merry-go-round (7 places)	U	1		
404	Slide	U	1		
405	Monkey bars	U	1		
406	Swing (3 places)	U	1		
407	Trampoline Big Model	U	1		
408	Trampoline Small Model	U	2		
409	Pools table	U	0		
410	Rocking Chairs	U	1		
411	Table tennis	U	1		
412	Sand Bank	LS	1		
	<b>Sub/Total 400</b>				
	<b>500: ELECTRICAL WORKS</b>				
501	Piping works with flexible pipe	LS	1		
502	Electric cables 2.5mm	Rolls	8		
503	Supply and installation of 500watts security bulbs placed on top of the fence	U	10		
504	Supply and installation of 500watts security solar street lamps with metallic poles placed on reinforced concrete footings	U	6		
	<b>Sub/Total 500</b>				
	<b>600: PLUMBING WORKS</b>				
601	Water supply network including all suggestion	LS	1		
	<b>Sub/Total 600</b>				
	<b>700: EMBELLISHMENT WORKS</b>				
701	Concrete pavement dosed at 350 kg/m3	m2	190		
702	Provision and placing of Reinforced Concrete public benches	U	6		
703	Planting, Follow-up and monitoring of the trees, flowers and carpet grass for six months	m2	1,200		
704	Provision of litter bins	U	2		
	<b>Sub/Total 700</b>				

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF THE FUNDONG AMUSEMENT PARK PHASE 1 IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION**

NS/N	DESCRIPTION	UNIT	QTY	UP	AMOUNT (FCFA)
------	-------------	------	-----	----	---------------



	<b>100: PRELIMINARY WORKS</b>				
101	Site installation and mobilization	LS	1		
102	Environmental impact notice	LS	1		
103	Studies (execution planning, report of execution etc)	LS	1		
	<b>Sub/Total 100</b>				
	<b>200: EARTH WORKS</b>				
201	Leveling of the site surface with the aid of machinery	m <sup>2</sup>	2000		
	<b>Sub/Total 100</b>				
	<b>300: CONSTRUCTION WORKS</b>				
<b>301</b>	<b>FENCE</b>				
3011	Reinforced concrete pillars	m3	5.1975		
3012	Timber Cross bars (painted)	ml	480		
3013	Timber Vertical Bars (painted)	ml	1360.8		
3014	Metallic gate	U	1		
	<b>Subtotal 301</b>				
<b>302</b>	<b>HANGAR</b>				
3021	Reinforced concrete pillars	m3	1.3365		
3022	Foundation Blocks 20x20x40	m2	5.76		
3023	Chain beam and wall plate	m2	2.36		
3024	Wall in earth bricks	m2	84		
3025	Flooring	m3	3.6		
3026	Roof (including roofing sheets purlins, trusses, etc)	m2	77		
3027	Ceiling in plywood and aluminum sheets	m2	77		
3028	Electrical wiring including all accessories and connection	U	1		
3029	Table	U	1		
3030	Plastic chairs	U	20		
	<b>Sub total 302</b>				
303	Construction of a block of two toilets attached to the hanger including tilling, fitting of all necessary accessories, construction of inspection chambers, septic tank, soak away pit, connections and all other suggestions	U	1		
	<b>Sub/Total 303</b>				
	<b>Sub/Total 300</b>				
	<b>400: SUPPLY AND INSTALLATION OF EQUIPMENT</b>				
401	See saw (four places)	U	1		
402	Merry-go-round (20 places)	U	1		
403	Merry-go-round (7 places)	U	1		



404	Slide	U	1		
405	Monkey bars	U	1		
406	Swing (3 places)	U	1		
407	Trampoline Big Model	U	1		
408	Trampoline Small Model	U	2		
409	Pools table	U	0		
410	Rocking Chairs	U	1		
411	Table tennis	U	1		
412	Sand Bank	LS	1		
	<b>Sub/Total 400</b>				
	<b>500: ELECTRICAL WORKS</b>				
501	Piping works with flexible pipe	LS	1		
502	Electric cables 2.5mm	Rolls	8		
503	Supply and installation of 500watts security bulbs placed on top of the fence	U	10		
504	Supply and installation of 500watts security solar street lamps with metallic poles placed on reinforced concrete footings	U	6		
	<b>Sub/Total 500</b>				
	<b>600: PLUMBING WORKS</b>				
601	Water supply network including all suggestion	LS	1		
	<b>Sub/Total 600</b>				
	<b>700: EMBELLISHMENT WORKS</b>				
701	Concrete pavement dosed at 350 kg/m3	m2	190		
702	Provision and placing of Reinforced Concrete public benches	U	6		
703	Planting, Follow-up and monitoring of the trees, flowers and carpet grass for six months	m2	1,200		
704	Provision of litter bins	U	2		
	<b>Sub/Total 700</b>				
	<b>Total Amount without taxes</b>				
	<b>TVA (19, 25%)</b>				
	<b>TOTAL AMOUNT with TAXES</b>				
	<b>AIR 2.2 %</b>				
	<b>NET PAYABLE</b>				

This present estimate is closed at the sum of ..... FCFA all taxes included.



## Format Schedule of sub-detail of prices

DESIGNATION					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMAN SHIP	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	



REPUBLIC OF CAMEROON  
*Peace – Work – Fatherland*

NORTH-WEST REGION

FUNDONG SUB DIVISION

FUNDONG COUNCIL

FUNDONG COUNCIL  
INTERNAL TENDERS' BOARD



REPUBLIQUE DU CAMEROUN  
*Paix – Travail – Patrie*

REGION DU NORD-OUEST

ARRONDISSEMENT DE FUNDONG

COMMUNE DE FUNDONG

COMMISSION INTERNE DE PASSATION  
DES MARCHES DE LA COMMUNE DE  
FUNDONG

JOBGING ORDER N° \_\_\_\_\_  
AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°  
06 /ONIT/MINDDEVEL/FC/FCITB/2025 OF 13/02 /2025 FOR THE CONSTRUCTION OF  
FUNDONG AMUSEMENT PARK IN THE FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST  
REGION.

Project Owner [Indicate name and full address]

HOLDER : [indicate name and full address of holder]

P.O. Box \_\_\_\_\_, Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_ at

Taxpayer's No. \_\_\_\_\_

SUBJECT : Execution of \_\_\_\_\_ works;  
Lot No. \_\_\_\_\_; Network \_\_\_\_\_

PLACE : Region \_\_\_\_\_

EXECUTION DEADLINE : 3 (Three ) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : [indicate the source of financing]

BUDGET HEAD : [to be completed]

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 Registry No. \_\_\_\_\_  
Taxpayer's No. \_\_\_\_\_

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: Details or Estimates



Page \_\_\_\_\_ and last of **JOBING ORDER N°** \_\_\_\_\_

**AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER N°** \_\_\_\_\_ **OF FOR**  
**THE** \_\_\_\_\_

With \_\_\_\_\_,

*For the execution of* \_\_\_\_\_ *works*

**EXECUTION DEADLINE** \_\_\_\_\_ (\_\_\_\_\_) months

**Amount of contract in CFA F:**

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

**Read and accepted by the contractor**

(place of signature) \_\_\_\_\_ (date)

**Signature of Contracting Authority**

(place of signature) \_\_\_\_\_ (date)

**Registration**



**Document No. 11:**  
**Forms and models to be used by bidders**

**Annex No. 1: Model tender**

I, the undersigned \_\_\_\_\_ *[indicate the name and capacity of signatory]*

Representing the \_\_\_\_\_ company or enterprise or group with head office at \_\_\_\_\_

registered in the trade register of \_\_\_\_\_ under the number No \_\_\_\_\_

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

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

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

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

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



## ANNEX No. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_

*[Bank's signature]*



### Annex No. 3: Model final bond

Bank:

Reference of the bond: No \_\_\_\_\_

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

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

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

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

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

*[Signature of the bank]*



#### ANNEX No. 4: Model of start-off advance bond

Bank: reference, address \_\_\_\_\_

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]



## ANNEX No. 5: Model of performance bond (Retention fund)

Bank: \_\_\_\_\_

Reference of the bond: № \_\_\_\_\_

Addressed to *[Indicate the Project Owner]*  
*[Address of Contracting Authority]*

Hereinafter referred to as "the Project Owner"

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

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

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

We, \_\_\_\_\_ *[name and address of the bank]*,

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

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

*[Signature of the bank]*



**Document No. 12:**  
**Preliminary studies**

*[To be systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts]*

**Note on preliminary studies**

In accordance with the Public Contracts Code, the Project Owner must, prior to commencing the procedure to award contracts or refer to the competent Tenders Board, ensure that draft tender files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

**Annex No. 7: Justification of preliminary studies**

1. Attach the preliminary studies.
2. Indicate
  - 2.1. The date studies were carried out;
  - 2.2. The name of the public or private Project Manager
  - 2.3. References of the contract, if Private Manager carried it out;
  - 2.4. If maintenance works
    - 2.4.1 Description of the studies;
    - 2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
  - 2.5 Rehabilitation or new works
    - 2.5.1 Are quantities in the quotations the same as those of the studies?
    - 2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
    - 2.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the tender file.

- *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*



**Document No. 13:**

**List of banking establishments and financial bodies authorised to issue bonds for public contracts**

**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 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.



## ANNEX 7: EVALUATION GRID

### ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender of 80,000 (Eighty Thousand) file issued by FUNDONG Municipal treasury
A.6	A bid bond of <b>800,000</b> of (Eight hundred thousand FCFA), certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified (Business license) by the chief of center for taxation
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A11	An Attestation of site visit signed by the Contractor or his Engineer/Technician
A12	Power of attorney authorizing signatory to engage the enterprise in the Tender

**The absence or the non-conformity of the one of these documents will result to the elimination Of the offer either during the opening session of the bids (absence of bid bond) or after 48hours in the case of any administrative document**

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

<b>B.1</b>	<b>General presentation of the tender files</b>		
	-Document slotted or spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender		
<b>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b>		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.		
	1 <sup>st</sup> Reference		
<b>B.3</b>	<b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF</b>		
B.3.1	<b>01 works supervisor (at least HND or equivalent certificate)</b>		
.	Qualification of the works supervisor: (bachelor in Electrical or Rural Engineering (BAC +3 with Three (03) years working experience or a Senior Technician in Electrical or Rural Engineering (BAC +2 with Five 05		



	years of working experience)		
	<ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ Certified copy of a valid National Identity Card</li> <li>➤ Presentation of originals</li> <li>➤ An attestation of availability signed by the candidate</li> </ul>		
B.3.2	<b>01 Site foreman be a senior Electrical, Rural engineering or Renewable/Solar technician (Civil Engineering BAC + 2)</b>		
	Qualification of the Site foreman:		
	Professional experience of the Site foreman ≥ 03 years (signed CV) A certified copy of <ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ Certified copy of a valid National Identity Card</li> <li>➤ An attestation of presentation of originals.</li> <li>➤ An attestation of availability signed by the candidate</li> </ul>		
B.3.2	<b>02 Electricians be a senior holder of at least CAP in Electrical Engineering</b>		
	Qualification of the Site foreman:		
	Professional experience of the Site foreman ≥ 03 years (signed CV) A certified copy of <ul style="list-style-type: none"> <li>➤ CV signed by the candidate,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ Certified copy of a valid National Identity Card</li> <li>➤ An attestation of presentation of originals.</li> <li>➤ An attestation of availability signed by the candidate</li> </ul>		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
<b>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
B.5.1	Proof of ownership or rental of a pick-up or other van		
	Proof of ownership hand tools for electrical/solar works		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the		



	Ministry of Finance and respect COBAC conditions. = 3,500,000		
<b>B.7</b>	<b>Attestation of site visit</b> signed by the bidder		
<b>B.8</b>	Comprehensive report of site visit signed by the company administrator accompanied by photos with the contractor or representative on the site and sign on the last page		
<b>B.9</b>	Special Technical Clauses initialed in all the pages		
<b>B.10</b>	Special Administrative Clauses completed and initialed in all the pages and last page signed		

### ***ENVELOPE C- FINANCIAL FILE***

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

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

**This evaluation will be done in a purely binary (yes) or (no) with an acceptable minimum from at least 70% of the essential criteria taken in account.**

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **70%** of the essential criteria.

#### **Eliminatory criteria**

- **Outright elimination during the opening session of the bids**
- 1. **Absence of the bid bon**
- **Elimination during the evaluation of bids by the Adhoc committee**
- 2. Absence or non-conformity of an element in the administrative file
- 3. Deadline for delivery higher than prescribed;
- 4. False declaration or falsified documents;
- 5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 6. Incomplete financial file;
- 7. Change of quantity or unit of the Tender file in the financial bid;
- 8. Non respect of **70%** of essential criteria;

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

#### **A. Essential criteria**

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



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

**11. Main qualification criteria**

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely binary (**yes**) or (**no**) with an acceptable minimum from at least **70%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **70%** of the essential criteria.

Abnormally low costing will be rejected as per the special tender regulations



# PLANS



