



MINISTRY OF DECENTRALISATION & LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

DELEGATED PROJECT OWNER: THE CITY MAYOR OF BAMENDA CITY COUNCIL

CONTRACTING AUTHORITY: THE CITY MAYOR OF BAMENDA CITY COUNCIL

TENDERS BOARD: BAMENDA CITY COUNCIL INTERNAL TENDERS BOARD

*Request for Quotation N°001/RQ/BCC/ITB/2026 of
20/02/2026 for the rehabilitation of street lights along some
major streets in Bamenda*

FINANCING: BIP 2026 INVESTMENT BUDGET

Budget head No: 60272911 32000005 0411 523415

FINANCIAL YEAR 2026

REQUEST FOR QUOTATION

FEBRUARY 2026

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Document n°0: Letter of
invitation to
tender

(Not relevant)

Documentn°1: Notice of
consultation
of the Request
for quotation



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD
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Request for Quotation N°001/RQ/BCC/ITB/2026 of 20/02/2026 for the rehabilitation of street lights along some major streets in Bamenda.

1. Subject of the invitation to quote:

In order to improve on security measures in Bamenda, the City Mayor of Bamenda City Council hereby launches a Request for Quotation for the above mentioned project.

2.1 Nature and composition of works:

The rehabilitation shall include preliminary works, repair of control units, supply and replacement of lamps, supply and stringing of cables, supply and planting of poles.

2.2 Localities of Execution:-

- GRA Upstation.
- Station Hill.
- Ghana Street.
- Cow street.
- Foncha junction to Mile 4 Nkwen.
- Commercial Avenue.
- Small Mankon to Rendez Vous junction
- Old town neighborhood.
- Hospital Round About through Ntarikon to Mile 7 Mankon.

3. Execution deadline:

The maximum duration of execution provided for by the Contracting Authority shall be **two calendar (02) months**, as from the date of notification of the Service Order to start the works.

4. Number of lots:

The works in this tender are regrouped in a unique lot.

5. submission method:

The submission method retained for this Request for Quotation is **online**.

6. Estimated cost

The estimated cost of the works following prior studies stands at **fifteen million five hundred and two thousand five hundred (15,502,500) Francs CFA** inclusive of all taxes.

7. Participation and origin

Participation to this consultation is open to all registered enterprises with proven experience in this domain.

8. Financing

The works to be executed in this Request for Quotation shall be financed by the Public Investment Budget for 2026 financial year.
Head

9. Consultation of the Request for Quotation file:

The file may be consulted during working hours at the SIGAMP Service Bamenda City Council, Tel: 233 36 12 67 and COLEPS Platform www.publiccontracts.cm or www.marchespublic.cm, upon publication of the Tender Notice

10. Acquisition of the consultation file:

The file may be obtained from the office of the SIGAMP Service of Bamenda City Council, Tel: 233 36 12 67 as soon as this notice is published against payment of a non-refundable sum of **twenty-six thousand eight hundred (26,800) CFA francs** payable at the Bamenda City Council Treasury under the budgetary head 72110.

11. Submission of Quotations:

Each quotation shall be drafted in English or French shall be submitted online.

The quotation shall be forwarded by the bidder on the COLEPS platform www.publiccontracts.cm or www.marchespublic.cm latest the **19/03/2026 at 10am server time**. A back up copy of the quotation recorded on a USB key or CD/DVD shall be forwarded in a sealed envelope with the clear and readable inscription "backup copy", in addition to the inscription above within the deadline set.

12. Bid bond

Each bidder must include in his administrative documents, a bid bond or its equivalent issued by a first-rate bank or insurance company approved by the Ministry in charge of Finance featuring in this tender file of the amount of three hundred and ten thousand fifty (310,050) Francs CFA and valid for thirty (30) days beyond the original date of validity of the bids. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and that of successful bidder shall be retained until the required performance guarantee for good execution is provided, bearing a fiscal stamp and a hand written endorsement on it accompanied with a CDEC receipt.

13. Admissibility of bids

For fear of being rejected, only scanned originals or true copies certified by the issuing service or administrative authorities 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 preceding the date of submission of bids or may be established after the signature of the tender notice except CNPS with a validity of one month.

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.

14. Opening of bids:

The opening of the bids in one phase shall be done on the 19/03/2026 at 11.00 am prompt in the Conference Hall of the Bamenda City Council Internal Tenders Board by the board members. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

15. Evaluation criteria

1.5.1. Eliminary criteria

These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. The non-respect of these criteria shall lead to the rejection of the bid by the Internal Tenders' Board of the Bamenda City Council. They include:

- Failure to produce within 48 hours after bids opening of an administrative document deemed non-compliant or absent other than the bid bond;
- Absence, insufficient or non-complaint bid bond at bid opening;
- Forged, falsified or fake document;
- Execution deadline more than two (02) calendar months
- Non respect of two (02) of the essential criteria;
- Absence of a quantified unit price;
- Absence of an element in the financial bid (the submission letter, the UPS, BQE);
- Non-compliance with the submission mode and or recommended file format;
- Acceptance of the conditions of the contract;

1.5.2. Essential criteria

The essential criteria are key points used to judge the technical and financial capacity of candidates to execute the works which are the subject of the invitation to tender. The criteria relating to the qualification of candidates could indicatively be on the following:

- Presentation of the quotation;
- Reference of the company;
- Access to a credit line or other financial resources;
- Qualification and experience of the Personnel of the company;
- The methodology.

16. Award

The contracts shall be awarded to the bidder whose bids shall be judged technically qualified in compliance with the tender file and is evaluated as the lowest following the article 99 of the public contracts code.

17. Validity of bids

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

18. Complementary information

Complementary technical information may be obtained during working hours from SIGAMP Service at the Bamenda City Council Tel: 233 36 12 67 and COLEPS Platform www.publiccontracts.cm or www.marchespublique.cm upon publication of the Request for Quotation.

Bamenda, the 20 FEB 2026

Copies:

- MINMAP
- PCRA
- Chairperson of ITB
- SIGAMP Service- BCC
- Notice Boards



The City Mayor
Bamenda City Council
(Contracting Authority)

Achobong Tambeng Paul



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

Demande de Cotation N°001/DC/CUB/CIPM/2026 of 20/02/2026 pour les travaux de réhabilitation des lampadaires dans certaines rues principales de la ville de Bamenda.

1. Objet de la consultation

Le Maire de la ville auprès de la Communauté Urbaine de Bamenda par la présente lance une demande de cotation pour le projet susmentionné.

2. Nature et Consistance de la rénovation

La réhabilitation comprendra des travaux préliminaires, réparation des contrôles, la fourniture et remplacement de lampadaires LED, la fourniture et remplacement de câbles, la fourniture et installation des poteaux bois.

2.2 Localités d'exécution :-

- GRA Upstation.
- Station Hill.
- Ghana Street.
- Cow street.
- Foncha junction to Mile 4 Nkwen.
- Commercial Avenue.
- Small Mankon to Rendez Vous junction
- Old town neighborhood.
- Hospital Round About through Ntarikon to Mile 7 Mankon.

3. Délais d'exécution

Le délai global d'exécution des travaux est de **deux (02) mois calendaires**. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

4. Allotissement :

Les travaux sont regroupés dans un unique lot.

5. Mode de soumission

Le mode de soumission retenu pour cette Demande de Cotation est **en ligne**.

6. Coût prévisionnel

Le coût prévisionnel des travaux à l'issue des études préalables est de **quinze millions cinq cent deux mille cinq cents (15,502,500) Francs CFA tout taxes comprises**.

7. Participation et origin

La participation au présent consultation est ouverte à toute entreprise Camerounaise spécialisée dans le domaine.

8. Financement

Les travaux, objet du présent appel d'offres sont financés par les Budgets d'Investissement Public au titre de l'exercice 2026, imputation

9. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables à la Direction des Services SIGAMP, Communauté Urbaine de Bamenda Tel : 677 85 03 32 et COLEPS Platform www.publiccontracts.cm or www.marchespublice.cm, dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu au bureau du Directeur des Services SIGAMP, Communauté Urbaine de Bamenda dès publication du présent avis, contre versement d'une somme non remboursable de **vingt-six mille huit cents (26,800) Francs CFA** payable à la Recette Municipale de la Communauté Urbaine de Bamenda sur la ligne d'imputation budgétaire n° 712 101.

11. Remise des Cotations:

Chaque cotation rédigée en français ou en anglais sera soumise en ligne.

La cotation devra être transmise par le soumissionnaire sur la plateforme COLEPS www.marchespublice.cm au plus tard le **19/03/2026 à 10 :00 heure de serveur**. Une copie de sauvegarde de la cotation enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l'indication claire et lisible « copie de sauvegarde », en plus de la mention ci-dessus dans les délais impartis.

12. Caution de soumission

Chaque soumissionnaire devra joindre à ses pièces administratives une cautionnement provisoire (garantie bancaire de soumission) ou son équivalence établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agréé par le

Ministère des Finances d'un montant de trois cent dix mille cinquante (310.050) Francs CFA valable trente (30) jours après l'expiration de la validité des offres.

Le cautionnement provisoire sera libéré d'office au plus tard quinze (15) jours après l'attribution de la lettre commande pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Il devrait porter un timbre fiscal et une approbation manuscrite accompagnée d'un reçu du CDEC.

13. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux numérisés ou copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet...), conformément aux stipulations du Règlement Particulier de la Demande de Cotation.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis de Demande de Cotation exception du document CNPS dont la validité est d'un mois.

Toute offre incomplète conformément aux prescriptions du Dossier de la Demande de Cotation sera déclarée irrecevable.

14. Ouverture des plis

L'ouverture des offres aura lieu en un temps le 19/03/2026 à 11 heures précises dans la salle de Conférence de la Communauté Urbaine de Bamenda par la Commission Interne de Passation de Marché.

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

Le soumissionnaire doit soumettre une copie sauvegarde des offres dans une clé USB scellée dans une enveloppe.

15. Critères d'évaluation

Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier de la Demande de Cotation relatives notamment à la recevabilité des pièces administratives, à la conformité de l'offre technique aux spécifications techniques de la Demande de Cotation et à la qualification des candidats.

15.1. Critères éliminatoires

Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres relatives notamment à la recevabilité des pièces administratives et à la qualification technique des candidats.

Ces critères sont les suivants :

- la non-production dans un délai de 48h après l'ouverture des plis, d'une pièce du dossier administratif ;
- Absence de la caution de soumission ou son équivalence ; caution insuffisante ou non-conforme ;
- Fausse déclaration ou pièce falsifiée ;
- L'absence d'un prix unitaire quantifié.
- L'absence d'un élément de l'offre financière (la soumission, les BPU, le DQF) ;
- Non-respect du modèle et/ou format de fichier recommande d'appel d'offres ;
- Délai d'exécution au-delà de celui prescrit.
- Le non-respect de 2 de critères essentiels ;
- Acceptation des conditions du contrat ;

15.2. Critères de qualification

Les critères relatifs à la qualification des candidats porteront sur :

- La présentation de l'offre ;
- Les références du soumissionnaire ;
- La capacité financière (l'accès à une ligne de crédit ou autres ressources financières) ;
- La qualification et l'expérience du personnel ;
- La méthodologie.

15. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier de Demande de Cotation, et qui a présenté l'offre évaluée la moins-disant et techniquement qualifiée, conformément à l'article 33 du Code des lettres commandes Publiques.

16. Durée de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre -vingt -dix (90) jours, à compter de la date limite fixée pour la remise des offres selon l'article 99 du code des marchés publics.

17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables auprès de la Direction des Services SIGAMP de la Communauté Urbaine de Bamenda Tel: 677 85 03 32 et COLEPS Platform www.publiccontracts.cm ou www.marchespublique.cm.

Copies:

- MINMAP,
- ARMP,
- Présidents CIPM,
- SIGAMP Service- CUB,
- Affichage

Fait à Bamenda, le 21/03/2026

Le Maire de la ville
Communauté Urbaine de Bamenda
(Autorité Contractant)

Achiobong Tambeng Paul
Achiobong Tambeng Paul



Document° 2: Rules of the
consultation

2.1 CONSULTATION FILE

Article 1: Contents of the consultation file

- 1.1 The consultation file describes the works which are subject to a certain category of jobbing order, lay down in the consultation procedure and conditions of the jobbing order.
- 1.2 The consultation file shall comprise the following documents:
 - a. the notice of consultation of the Request for quotation;
 - b. the technical specifications;
 - c. the description of prices;
 - d. the unit price schedule;
 - e. the cost estimate;
 - f. the sub-detail of unit prices;
 - g. the model tender;
 - h. the draft jobbing order;
 - i. the model bid comparison table;
 - j. The model documents or forms to be used by bidders:
 - The model bidding letter;
 - The model bid bond, where necessary;
 - The model final bid bond;
 - The model start-off advance bond;
 - k. The model performance bond in replacement of the guarantee retention, where necessary
 - l. List of banking establishments and financial institutions authorised to issue bonds for Public Contracts.
- 1.3 The Contractor shall study the instructions, models, conditions and specifications contained in the consultation file.

2.2 BID PREPARATION

Article 2: Language

The bid as well as any correspondence comprising the bid shall be written in English or French.

Article 3: Documents comprising the bid

The bid presented by the Contractor shall comprise the following documents duly filled and grouped a single (1):

- (a) **Volume I or Part A: comprising the following administrative documents:**
 - i) A letter of intention to bid signed and stamped with a fiscal stamp;
 - ii) Certificate of Non-bankruptcy issued by the Court of First Instance or the Chamber of Commerce in the locality of the head office of the enterprise;
 - iii) Attestation of fiscal conformity of less than three months old;
 - iv) An attestation of non-exclusion from public contracts issued by the body in charge of regulating public contracts;
 - v) A clearance certificate of less than one months old, issued by the National Social Insurance Fund testifying that the bidder has fulfilled all his obligations vis-à-vis-the said Institution;
 - vi) The bid bond (following the attached model) of an amount of three hundred and ten thousand fifty (310,050) Francs CFA and valid for thirty (30) days beyond the

original date of validity of the bids, issued by a first-rate financial institution approved by the Cameroon Ministry of Finance to issue bonds for public contracts or any other form provided by the regulation in force (certified cheque, bank cheque, legal mortgage); bearing a stamp and accompanied by a CDEC receipt.

- vii) The bidder's bank attestation issued by a banking establishment authorised by the Cameroon Minister in charge of Finance;
- viii) The group agreement if applicable;
- ix) The power of attorney, if applicable;
- x) The Request for Quotation purchase receipt of a non-refundable sum of **twenty-six thousand eight hundred (26,800) CFA francs** payable at the Bamenda City Council Treasury under the budgetary head 712 101.
- xi) The categorisation certificate or result of categorization certificate by MINMAP (DD or RD).
- xii) Recent tax payers card

(b) **Volume 2 or Part B: comprising the following technical justifications:**

- i) The tender letter of the technical proposal;
- ii) **The bidder references form** with the justifications for the past three (3) years;
- iii) **The key personnel form** with certificates and CV;

- A list of qualified key personnel for the execution of works following the model attached to the Request for Quotation

NB: Require, for the personnel proposed, a copy of the certificate and experience supporting documents, namely:

- Certified true copy of the certificate of less than three (3) months old;
- An attestation of membership in national orders/professional associations, as the case may be;
- Expert's dated and signed Curriculum Vitae;
- Expert's dated and signed attestation of availability;
- Work attestation or contract, as the case may be.

NB: All the documents mentioned above should be certified true copies, signed and dated of less than three months from the original date limit for the submission of bids.

iv) **The form of equipment to be mobilised** with justifications, where necessary:

a list of equipment to be mobilised shall comprise at least: (to be specified)

NB: Attach the certified copies of registration documents for rolling stock certified by the relevant issuing services, or the purchase invoice(s) for those certified by a relevant authority and mentioning the seller's taxpayer's number, along with a commitment for hiring the equipment signed by both parties, if applicable,

v) **Technical proposal or execution methodology**

The bidder shall provide a descriptive or methodological note presenting in a detailed manner the constituent elements of his technical proposal, namely, where applicable:

- a) The organisation as well as the mechanism he intends to put in place to efficiently execute the works to which is attached the site visit report or the sworn statement;
- b) the schedule, planning and deadline to complete works;
- c) the arrangement envisaged to use local manpower (HIMO approach);
- d) the provisions regarding compliance with environmental measures, where applicable;

vi) *The bidder shall fill and subscribe the following forms:*

- the integrity charter;
- the commitment statement to comply with social and environmental clauses.

vii) *The proofs of having accepted the conditions of the contract*

The bidder shall submit copies duly initialled on each page and signed on the last preceded by the indication « read and approved », of the following documents:

- The draft jobbing order with all the pages initialled, stamped, dated and signed on the last page.;
- The special technical clauses or the ToR if applicable.

NB: not accepting the contract clauses shall lead to the elimination of the bidder.

viii) *The financial capacity;*

Bidders shall present, namely:

- The attestation of financial capacity of 75% of the project cost issued by an authorised first-rate bank.

(c) **Volume3 or Part C** Comprising the following financial justifications:

- i) The stamped bidding letter prepared according to the model, dated and signed;
- ii) The Descriptive Unit Price Schedule duly filled, dated and signed;
- iii) The quantity and cost estimate filled, duly dated and signed.
- iv) The sub detail of unit prices.

NB: The various parts of the same file shall be separated by colour dividers other than the white colour in the original as well as the copies, so as to facilitate its examination.

Article 4: Indication of prices

4.1 The bidder shall specify in the bidding letter the place of execution and the nature of prices;

- a. Excluded of taxes on the added value (EVAT)
and
- b. all taxes inclusive (ATI).

4.2 The bidder shall fill in the descriptive and quantity framework schedule provided for in the Request for Quotation file indicating the unit prices, the total price for each task in execution of the jobbing order to be drafted after this request for quotation.

Article 5: Quotation currencies

Prices shall be written in CFA Francs.

Article 6: Quotation validity time-limit

Quotations shall be valid for the period stated in the Request for quotation notice.

The period of the validity of bids shall be ninety (90) days from the date limit for the submission of offers.

2.3 SUBMISSION OF QUOTATIONS

Article 7: Submission method

The submission method retained for this Request for Quotation is online.

Article 8: Preparation and submission of quotations

Files size and format:

The maximum sizes of documents that will transit on the platform and representing the bidder's quotation are the following:

- 5 MB for the Administrative Quotation;
- 15 MB for the Technical Quotation;
- 5 MB for the Financial Quotation.

The authorised formats are the following:

- PDF format for all text documents;
- JPEG for images.

The candidate shall ensure to use compression software in order to eventually reduce the size of files to be forwarded].

The quotation shall be forwarded by the bidder on the COLEPS platform. A back up copy of the quotation recorded on a USB key or CD/DVD shall be submitted at the office of the Project Owner concerned in a sealed envelope bearing the clear and readable inscription "backup copy" and the references of the request for quotation within the indicated time-limit with an original copy of the administrative bid.

2.4 OPENING AND EVALUATION OF QUOTATIONS

Article 10: Opening of Quotations by the Tenders Board

10.1 Quotations shall be opened in a single phase on 19/03/2026 at 11am by the Bamenda City Council Internal Tenders Board in the conference hall of Tenders Board located at the Bamenda City Council.

Only bidders may attend this opening session or be represented by a person of their choice duly authorized even in case of group undertakings.

For fear of being rejected, only originals or true copies certified by the issuing service or competent administrative authorities for the administrative documents required shall be produced in accordance with the provisions of the Special Regulations of the invitation to tender. They must not be older than three (3) months from the original date limit for the opening of bids or shall be signed before the date of signature of the Request for Quotation notice.

In case of absence or non-conformity of a document in the administrative file during the opening of quotations, the bidders concerned shall be granted a 48(forty-eight) hours deadline to submit or replace the document in question.

10.2 The Tenders Board shall draft the minutes of the bids opening session, which a copy shall be handed to the bidders upon request.

Article 11: Evaluation and comparison of quotations

The Tenders Board shall evaluate the quotations in the following order:

11.1- Verification of the compliance of offers on the basis of the following.

It should be understood that no criteria shall be eliminatory and essential at the same time

11.1 a. Eliminatory criteria

These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. The non-respect of these criteria shall lead to the rejection of the bid by the Internal Tenders' Board of the Bamenda City Council. They include:

- Failure to produce within 48 hours after bids opening of an administrative document deemed non-compliant or absent other than the bid bond;

- Absence, insufficient or non-complaint bid bond at bid opening;
- Forged, falsified or fake document;
- Execution deadline more than **two (02)** calendar months
- Non respect of **two (02)** of the essential criteria;
- Absence of a quantified unit price;
- Absence of an element in the financial bid (the submission letter, the UPS, RQE);
- Non-compliance with the submission mode and or recommended file format;
- Acceptance of the conditions of the contract;

11.1-b- Essential criteria

The essential criteria are key points used to judge the technical and financial capacity of candidates to execute the works which are the subject of the invitation to tender. The criteria relating to the qualification of candidates could indicatively be on the following:

- Presentation of the quotation;
- Reference of the company;
- Access to a credit line or other financial resources;
- Qualification and experience of the Personnel of the company;
- The methodology;

NB: The bids submitted electronically shall be evaluated after downloading them in the same conditions as hard copy offers.

11.1-c Criteria and sub criteria for detailed evaluation

▪ **Eliminatory criteria**

Eliminatory criteria shall be for information purpose evaluated depending on the following sub criteria:

	Heading	Yes/No
I-	Eliminatory criteria relating to the administrative file	
	Absence or insufficient bid bond at the opening of bids issued by a first category financial establishment authorised by the Minister in charge of Finance to issue bonds for public contracts. NB: A bid bond submitted but not relating to the consultation concerned shall be considered as absent. A bid bond presented by a bidder during the bid opening session shall not be accepted. A bid bond not bearing a hand written endorsement by the issuing service a fiscal stamp and not accompanied by a CDEC receipt shall be considered not compliant	Yes/No
	Failure to submit, beyond the 48 (forty-eight) hours deadline, a document of the administrative file deemed non-compliant or absent during the opening of bids (other than the bid bond)	Yes/No
II-	Eliminatory criteria relating to the technical offer	
	Execution deadline more than two (02) calendar months	Yes/No
III-	Eliminatory criteria relating to the financial offer	
	Absence of a quantified unit price in the financial offer	Yes/No
	Absence of an element of the financial offer (the tender, the UPS, the BOQ)	Yes/No
IV-	Eliminatory criteria in general	
	False declarations, fraudulent schemes or forged documents	Yes/No
	Failure to comply with at least 13 essential criteria out of 16 (80%) ;	Yes/No
	Failure to comply with the bid file format: in case of online bidding ;	Yes/No
	Failure to comply with the tender model	Yes/No
	Non respect of two (02) of the essential criteria	Yes/No
	Forged, falsified or fake document	Yes/No
	None acceptance of the conditions of the contract	Yes/No

• Essential criteria

Bidder:				
N°	Criteria and sub criteria of evaluation (*)		Binary notation	
			YES	NO
1	EXPERIENCE OF THE COMPANY IN SIMILAR WORKS		/2	/2
1.1	Experience in public contracts of at least 10 000 000 FCFA IAT	≥ 01 project		
1.2	Experience in rehabilitation of street lights in public contracts of at least 9,500,000 FCFA IAT	≥ 01 project		
2	HUMAN RESOURCES		/4	/4
2.1	Work Supervisor		/2	/2
	Electrical Engineer	≥ A level+3 ≥ 5 years of general experience		
	Experience as a supervisor of street lights project works of at least 5 years	≥ 01 Project		
2.2	Site Foreman		/2	/2
	Senior Electrical Engineering Technician	≥ A level+2 ≥ 3 years of general experience		
	Experience in electrical works of at least 3 years	≥ 01 Project		
3	PRESENTATION OF THE QUOTATION		/2	/2
	Orderly assembled			
	Pages numbered and sections separated by colour papers			
4	EQUIPMENT		/2	/2
4.1	Pick-up	1		
4.2	Electrical tools kit	1		
4.3				
5	METHODOLOGY Obligatorily sub-criterion 4.3		/3	/3
5.1	Site visit report (photos, investigation on the availability of resources, accessibility of the site, ...) and relevant suggestions on the Technical Specifications, Unit Price Schedule and quantitative and cost estimate	Pertinent		
5.2	Organization of the site (organizational design per, division of tasks and roles,).	Pertinent		
5.3	Planning of the execution of works "bar chart" per working week.	Pertinent and consistent		
5.4	Integrity charter duly filled, signed and dated			
5.5	Commitment statement to comply with environmental and social clauses duly filled, signed and dated			
5.6	HIMO methodology used during the construction site (employment of the local labour force, method of remuneration, social support, ...)	Pertinent		

The minimum acceptable total score obtained for the technical offer shall be 80%.

This evaluation will be done in a binary method (yes) for positive or (no) for negative.

The Jobbing Order 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 100% of the eliminatory criteria and at least 13/16yes (80%) of the essential criteria.

2.5 AWARD OF THE JOBBING ORDER

Article 12: Award of the jobbing order

The Tenders Board shall propose the award of the jobbing order to the bidder whose quotation was deemed essentially in conformity with the provisions of the Request for Quotation File and has the required technical and financial capacities to successfully execute the jobbing order and whose offer was evaluated as the lowest one after application of the rebates proposed, if applicable.

Article 13: Publication of award of the jobbing order

The Project Owner shall decide of the award and publish the result of the Request for Quotation in the Contracts Logbook edited by the Body in charge of the Regulation, through the newspapers and/or by posting and/or online on the COLEPS at the following addresses: <http://www.marchespublics.cm> and <http://www.publiccontracts.cm>, by communicating notably:

:

- a) The name of the successful bidder;
- b) The subject of the Request for Quotation;
- c) The amount of the jobbing order and that of each lot (if it is a consultation which gave rise to an allotment);
- d) The execution or delivery deadline.

Article 14: Signature of the jobbing order

Within the fifteen (15) days following the award, the jobbing order earlier subscribed by the successful bidder shall be signed by the Project Owner and shall be notified to the said successful bidder in view of registering it according to the procedure in force.

Article 15: Corruption and fraudulent practices

The Chairpersons and members of the Tenders Board as well as the Contractor should at all times comply with the strictest rules of professional ethics. More especially, they should refrain from corruption or any fraudulent practices. By virtue of this principle, the expressions hereunder shall be defined as follows:

- a) Whoever offers, gives, solicits or accepts any benefit whatever to influence the action of a public official during the award or execution of the jobbing order shall be guilty of "corruption" and
- b) Whoever provide, solicits or accepts several quotations tendered by the same Contractor under different corporate names and/or under different registration numbers shall be guilty of "corruption";
- c) Whoever deforms or distorts facts in order to influence the award or execution of a jobbing order in a manner prejudicial to the Contracting Authority indulges in "fraudulent practices"

"Fraudulent practices" shall comprise any understanding or collusion of bidders (before or after submission of bids) seeking to artificially keep the bid prices at levels not corresponding to those resulting from free and open competition, thus depriving the Contracting Authority of the benefits of competition.

Documentn°3: Model
documents and
forms

Summary

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MODEL No.1: MODEL TENDER

I, the undersigned _____ [indicate name and capacity of signatory]
representing the company, enterprise or group of enterprises⁽⁸⁾with head office at
..... registered in the trade register of under
the number No.

Having taken cognizance of all the documents contained or mentioned in the Request for Quotation,
including the addenda, No. [recall
the subject of the Invitation to tender].

I hereby submit and commit myself to deliver the supplies or perform the services in
accordance with the Request for Quotation, in return for the prices that I have established myself on
the basis of the price and quantity schedule, which prices give the amount of the offer for lot
No. at [in figures and
words] CFA francs exclusive of VAT, and at.....

..... CFA Francs All taxes inclusive. [in figures and words].

- I pledge to perform the services within a deadline of months
- In addition, I undertake to maintain my offer within days [indicate the period of
validity, in principle 90 days] from the deadline for submission of offers;
- I fully adhere to the Integrity Charter and the Environmental and Social Commitment
Statement attached to this Request for Quotation.

The rebates offered and modalities of application of the said rebates are as follows:

.....
.....

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

..... opened the name of
in Bank Branch
.....

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

Done at on

Signature

Name of signatory.....

In the capacity as.....

duly authorised to sign bids for and on behalf of(9)

(8)Delete as appropriate

(9)Attach power of attorney

MODEL No.2: MODEL BID BOND

Financial institution: _____

Reference of the bond: No. _____

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

Whereas the Supplier or Service Provider _____, hereinafter referred to as "*the Bidder*", has submitted his offer on _____ for [*recall the subject of the invitation to tender*], hereinafter referred to as: "*the tender*") and to which must be attached a provisional bond equivalent to [*indicate the amount in CFA francs*]

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

The conditions of this obligation are as follows:

If the Bidder withdraws his offer during the validity period specified in the Request for Quotation;

Or

If the Bidder, having been notified of the award of the contract by the Project Owner during the validity period.

- Fails or refuses to sign the contract though required to do so,
- Fails or refuses to provide the final bond as provided for in the said contract.

We commit ourselves to pay to the Project Owner an amount up to the maximum of the sum referred to above, upon reception of his first written request, without the Project Owner being required to justify his request, given, however, that in this request, the Project Owner 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 met and he shall specify which condition(s) took effect.

This bond shall enter into force from the date limit set by the Project Owner 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 tenders. Any request by the Project Owner to cause it to take effect should reach the bank by register mail with acknowledgement of receipt before the end of this validity period.

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

Signed and authenticated by the bank.

At _____ on _____

[Bank's signature]

[NB: This bond should be hand-endorsed by the bank, bearing a fiscal stamp and accompanied by a CDEC receipt]

MODEL No.3: MODEL FINAL BOND

Financial institution: _____

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 the Supplier or Service provider*], hereinafter referred to as "the Supplier or Service provider", has undertaken, in execution of the contract referred to as "the contract", to execute [*indicate the nature of the supplies and ancillary services*] _____.

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

Whereas we have agreed to give the Supplier this bond,

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

_____ [*names of signatories*], hereinafter referred to as "the bank", undertake to pay the Project Owner within a maximum deadline of eight (8) weeks, upon simple written request from the latter stating that the Supplier has not met his contractual commitments under the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the amount 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 of amendment, addendum or change.

This Final Bond shall enter into force upon signature and upon notification of the contract. The bond shall be released within [*indicate the deadline*] from the date of provisional acceptance of the supplies.

After the deadline referred to above, the bond shall become void and should be automatically returned to us without further procedure.

Any request for payment made by the Project Owner under 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 final bond shall, for the purposes of its interpretation and execution be subject to Cameroon law. Cameroon courts shall be the only jurisdictions to rule on this commitment and its consequences.

Signed and authenticated by the financial institution.

At _____, on _____

[Bank's signature]

MODEL No.4: MODEL START-OFF ADVANCE BOND

Financial institution:
Reference of the bond: No.
Addressed to *[Indicate the Project Owner]*
[Address of the Project Owner]
Hereinafter referred to as "the Project Owner"

We, the undersigned (financial body, address), hereby declare, to guarantee, on behalf of:
..... *[the contract holder]*,

For -----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]* did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract of relating to the supplies and ancillary services *[indicate the subject of the invitation to tender and references and the lot, if possible]*, of the maximum total sum corresponding to the advance *[forty percent (40%)]* of the amount all taxes inclusive of Contract No. payable upon notification of the corresponding Administrative Order, that is:..... CFA francs

This guarantee shall enter into force and take effect upon reception of the respective parts of this advance on the accounts of*[the contract holder]* open in the bank..... under No.

It shall remain in force up to the reimbursement of the advance in accordance with the procedure set in the Special Administrative Conditions. However, the amount of the bond shall be reduced proportionally to the reimbursement of the advance and as it is reimbursed.

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

Signed and authenticated by the financial body

at....., *on*.....

[signature of the financial body]

Model No. 5: MODEL PERFORMANCE BOND IN REPLACEMENT OF THE RETENTION BOND

Financial body:

Reference of the guarantee: No.

Addressed to *[Indicate the Project Owner]*

[Address of the Project Owner]

Hereinafter referred to as "the Project Owner"

Whereasname and *address of the supplier or service provider*], hereinafter referred to as "the Supplier", pledges, in execution of the Contract, to deliver the supplies of *[indicate the subject of the services]*

Whereas it is stipulated in the contract that the retention bond set at *[percentage below 10% to be specified]* of the amount of the contract all taxes inclusive may be replaced by a several guarantee.

Whereas we have agreed to provide the Supplier with this guarantee.

We, *address of the financial body*], represented by*names of the signatories*], and hereinafter referred to as "financial body"

Hence, we hereby affirm that on behalf of the Supplier or Service Provider, we guarantee and are responsible to the Project Owner for a maximum amount of *[In figures and in words]*, corresponding to *[percentage below 10% to be specified]* of the contract price⁽¹⁰⁾

And we commit ourselves to pay the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the supplier did not fulfill his contractual obligations or is indebted to the Project Owner within the contract amended if applicable by its additional clauses, without being able to differ 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 works featuring in the final detailed account), without the Project Owner prove or give the reasons nor the reason for his request of the amount of the sum indicated above.

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

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

Any request for payment formulated 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 validity period of this commitment.

This guarantee shall, for purposes of 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 financial body

at.....,on

[signature of the financial body]

(10) Case where the surety is established once works start and covers the total guarantee, that is 10% of the contract.

MODEL No.6: TENDER LETTER OF THE TECHNICAL PROPOSAL

[Place, date]

To : [Name and address of the Project Owner]

Madam/Sir,

We, the undersigned, [function to be specified], in accordance with your RQ No.of.....relating to....., wish to submit here attached, our technical proposal for the supply subject of the said RQ.

In case this proposal is selected, we are entirely ready, based on the personnel proposed, to begin negotiations to successfully carry out the project.

Thus, we fully commit ourselves to scrupulously comply with the content of the said technical proposal, subject to the possible modifications that may stem from the negotiations under the contract.

Kindly accept, Madam/Sir....., the expression of my distinguished consideration./-

Signature of the authorised representative:

Name and function of the signatory:

Name of candidate:

Address:

MODEL No.7: PROPOSED SPECIALISED PERSONNEL MODEL CURRICULUM VITAE (CV)

Position :

Name of candidate :

Name of employee :

Occupation :

Certificates:

Date of birth :

Number of years of employment by the candidate:..... Nationality:

..... Affiliation to associations/professional groups :

Specific duties:

Main qualifications:

[In about half page, give an overview of the employee's training aspects and experience most useful to his duties within the framework of the mission. Indicate the level of responsibilities he/she executed during the previous missions, by specifying the date and place.]

Training:

[In about one quarter page, summarise university studies and other specialised studies of the employee, indicating the names and addresses of schools or universities attended, with dates of attendance as well as the certificates obtained.]

Annex documents :

- Certified true copy of the highest certificate and eventually an attestation of professional trade
- Attestation of availability

.....
.....

Professional experience:

[In about two pages, list the jobs executed by the employee since the end of studies by inversed chronological order, beginning by the present position. For each, indicate the dates, name of employer, title of the position occupied and the place of work. For the last ten years, specify in addition, the type of activity carried out, and, if applicable, the name of customers likely to provide references.]

.....
.....

Computer knowledge:

[Indicate, knowledge level]

.....
.....

Languages:

[Indicate, for each, knowledge level: poor/average/ good/excellent, with regard to the language read/written/ spoken.]

.....
.....

Attestation:

I, the undersigned, faithfully certify that the information below clearly give account of my situation, qualifications and experience.

.....
..... Date:

[Signature of the employee and of the consultant's authorised representative]

Day/month/year

Name of employee :
.....

Name of the authorised representative:
.....

MODEL No.3: DECLARATION OF INTENTION TO BID

To be inserted in annex to

I, the undersigned,

Nationality:

Residence:

Function:

By virtue of my powers of general Manager, after taking cognisance of the National Request for Quotation No. *[Indicate the nature of the service]*.

Hereby declare the intention to bid for this invitation to tender.

Done at _____ on _____

Bidder's signature, name and stamp

MODEL No.9: CANDIDATE'S REFERENCES

Services rendered during the last [indicate the number from 1 to 5] years that better illustrate your qualifications

Using the form below, indicate the information requested for each pertinent mission that your company /institution has got by contract, as a company alone, or as one of the main partners of a group.

Name of Mission:	Country :
Place:	Specialised personnel provided by your company /institution (profiles) :
Name of Client:	Number of employees having participated in the Mission :
Address :	Number of months of work;
	Duration of the Mission :
Start-off date : Date of completion:	Approximate value of services
Name of associated/possible partner service providers:	Number of months of work of specialists provided by the associated service providers :
Name and functions of officials (Project Director /Coordinator, Team Official) :	
Description of the project :	
Description of the services effectively rendered by your personnel :	

Name of candidate:

MODEL No.10: DESCRIPTION OF THE METHODOLOGY AND WORK PLAN PROPOSED TO ACCOMPLISH THE MISSION

The technical design, the methodology and the work plan are key elements of the technical proposal. It is suggested to present the technical proposal (10 pages maximum, including tables and diagrams) divided into three chapters:

- a) *Technical design and methodology.*
 - b) *Work plan, and*
 - c) *Organisation and personnel*
-
- a) Technical design and methodology. *In this chapter, it suggest that you should explain how you dont vous envisage the objectives of the mission, the design of the services, the methodology to carry out the activities and to obtain the results expected and the related detail. You should highlight the problems to be solved and their importance and explain the technical design you will adopt to this effect. In addition, you should explain the methodology you intend to adopt and its compatibility with the design proposed.*
 - b) Work plan. *In this chapter, you should propose the main activities that the mission includes, their nature and duration, spreading out and interrelations, the markers (including intermediary approvals of the contracting authority) and the dates for the presentation of reports. The work plan proposed should be compatible with the technical design and the methodology, show that the Terms of Reference were understood and can be materialized into a practical work plan. A list of final documents, including reports, sketches and tables that constitute the final product should be included in this chapter. The personnel schedule (4G) should be compatible with the work program (4H)*
 - d) Organisation and personnel. *In this chapter, you should propose a structure and the composition of your team. You shall give the list of the main disciplines represented, the name of the official expert and a list of the proposed key and support staff*

MODEL No.11: MODEL OF SWORN STATEMENT OF SITE VISIT

I, the undersigned Mr. _____

Representative of _____ Enterprise

Acknowledge that I visited this day _____ of the month of _____ of the year _____

In the company of Mr. _____

Acting in the name and on behalf of the User, the site of the Project _____

For which my company intends to bid.

Having been to the site, the following observations were recorded:

.....

.....

.....

.....

.....

N.B : The service provider shall submit for each project site a statement of site visit.

Done at _____, on _____

The bidder

(Name, first name, signature and stamp)

3.2 – SPECIAL TECHNICAL CLAUSES (STC)

ARTICLE 000 – GENERALITES

Article 001 - Subject of present technical prescriptions

This Technical Prescription is intended to specify the standards applicable for equipment and materials incorporated in works of public lighting.

Article 002 - Standards and regulations

The standards are those in force in the Republic of Cameroon or otherwise, the French standards in force in the field of realization and maintenance of public lighting.

Other standards will be accepted if their quality is equal or superior to the standards specified after the approval of the Control Engineer.

The sources, qualities, types, dimensions, weight and characteristics, as well as testing procedures, labelling, control and reception of materials and supplies must meet the standards in effect at the time of signing of the Contract.

The Contractor is deemed to know these standards and shall not be exonerated in any way for any shortcomings or defects due to the non-respects of the standards.

Article 003 - Technical Summary of Project

SN	DESCRIPTION OF WORK
1	site installation
2	Supply & installation of D95 220V contactor
3	supply & installation of automatic switch with 16A photo sensor
4	supply & installation of 200W LED street lamps
5	Supply & stringing of 2x16mm TH-R cable
6	Supply & stringing of EP 2x2.5mm cable
7	Supply & installation of line taps
8	Supply & planting of 9M/S-CLASS C wooden pole
9	Supply & installation of D/40 galvanise arm for lamp

General remarks
Schedule of prices and detailed estimates

1. The Schedule of prices must be taken into account by the bidder jointly with the General Regulations of the invitation to tender, the General and Special Administrative Conditions and the Technical Specifications and the plans.
2. The quantities specified in the Bill of Quantities and Estimates are estimated quantities and provisional. They shall be a common base for the evaluation of offers and the award of the contract. The base of regulations shall be the real quantities of ordered and executed works such as measured by the contractor and verified by the Project Manager and evaluated at the rate and price specified in figures in the Schedule of prices presented by the contractor in his/her offer.
3. Except otherwise stated in the contract, the prices offered by the contractor in the Schedule of prices in figures included in his/her offer must include all the construction installations, labour, supervision, building materials, mounting, maintenance, insurance, overheads and profits, taxes, duties and dues as well as coverage for general risks, commitments and other obligations implicitly specified in contract.
4. A price must be indicated for each item in the bill of quantities and estimates in figures, whether the quantities are specified or not. The cost of items for which the contractor did not indicate a price shall be considered as being covered in the bill of quantities and estimates in figures.
5. The complete cost in accordance with the provisions of the contract should be included in the items specified in the Schedule of prices and the Bill of Quantities and Estimates in figures. Where an item is not specified, the corresponding cost shall be considered as having been distributed among the other prices mentioned.
6. The general indications and the description of works and building materials are not necessarily repeated or summarized in the Schedule of prices and the Bill of Quantities and Estimates included in the Tender File. The references, explicit or implicit, to the appropriate sections of the file must be considered before giving a figure to the prices for each item of the Schedule of prices and bill of quantities and estimates in figures submitted in the offer.
7. During the evaluation of offers, possible arithmetical errors noticed in the Schedule of prices and the Bill of Quantities and Estimates will be corrected according to the provisions of article 28 of the General Regulations of the invitation to tender.
8. The method used to establish executed services in view of the regulations must be in accordance with the norms and directives mentioned in the Special Technical Conditions of the invitation to tender.

3.3 - UNIT PRICE SCHEDULE

N° Price	Description of task	Unit prices in figures (FCFA)
100	SITE INSTALLATION	
101	<u>Site installation</u> This price remunerates under the general conditions previewed in the contract in UNITS the site installation. the UNIT at _____ Francs CFA	
200	REPAIRS OF CONTROLS UNITS	
201	<u>Supply & installation of D95 contactors</u> This price remunerates under the general conditions previewed in the contract in UNITS the Supply & installation of D95 contactors. the UNIT at _____ Francs CFA	
202	<u>Supply & installation of automatic switch with photo</u> This price remunerates under the general conditions previewed in the contract in UNITS the Supply & installation of automatic switch with photo sensor. the UNIT at _____ Francs CFA	
300	REPAIR OF LAMPS	
301	<u>Supply & Installation of LED street lamps</u> This price remunerates under the general conditions previewed in the contract in UNITS the Supply & Installation of LED street lamps. the UNIT at _____ Francs CFA	
302	<u>Supply & installation of galvanise arm for lamp</u> This price remunerates under the general conditions previewed in the contract in UNITS the Supply & installation Line taps. the UNIT at _____ Francs CFA	

303	<u>Supply & installation Line taps (connectors)</u> This price remunerates under the general conditions previewed in the contract in UNITS the Supply & installation Line taps. the UNIT at _____ Francs CFA	
400	<u>REPLACEMENT OF CABLES</u>	
401	<u>Supply & stringing of 2x16mm² cable</u> This price remunerates under the general conditions previewed in the contract in LINEAR METER the Supply & stringing of 2x16mm ² cables. the LINEAR METER at _____ Francs CFA	
402	<u>Supply & Stringing of EP 2x2.5mm² cable</u> This price remunerates under the general conditions previewed in the contract in LINEAR METER the Supply & Stringing of EP 2x2.5mm ² cable. the LINEAR METER at _____ Francs CFA	
403	<u>Supply and installation of 9M/L Wood pole</u> This price remunerates under the general conditions previewed in the contract in UNITS the Supply & planting of 9M/S Wood poles and planting. the UNIT at _____ Francs CFA	

3.4 – COST ESTIMATE

(To be completed by the candidate)

ESTIMATE FOR THE REHABILITATION OF STREET LIGHTS ALONG SOME MAJOR STREETS IN BAMENDA

SN	DESCRIPTION OF WORKS	UNIT	QTY	U.PRICE	T.PRICE
100	Site installation				
101	Site installation	U	1		
200	Repair of controls				
201	Supply and installation of D95 contactor	U	28		
202	Supply and installation of automatic switch with photo sensor	U	28		
	SUB TOTAL 100				
300	Repair of lamps				
301	Supply and installation of LED street lamps	U	100		
302	Supply & installation of galvanise arm for lamp	U	50		
303	Supply and installation of line taps (connectors)	U	100		
	SUB TOTAL 200				
400	Supply and replacement of cables				
401	Supply and stringing of 2x16mm ² cable	ml	1000		
402	Supply and stringing of EP 2x2.5mm ² cable	Roll	4		
403	Supply and installation of 9m/L Wood pole	U	7		
	SUB TOTAL 300				
	TOTAL EAT				
	VAT (19.25 %)				
	IR (2.2%) or (5.5%)				
	TOTAL IAT				
	NET PAYMENT				

Closed at the sum of: _____ inclusive of all taxes.

3.5 – SUB-DETAIL OF PRICES

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

Internal Tenders Board of: *The Bamenda City Council*

Consultation N°001/CD/BCC/ITB/2026 of 20/02/2026

For the REHABILITATION OF STREET LIGHTS ALONG SOME MAJOR STREETS IN BAMEMDA

Deadline for submission of bids:

3.6 – BID COMPARISON TABLE

No	Name of bidders	Appraisal of the quotation compliance (Y/N)				Observations
		At the administrative level	At the technical level	At the Financial level	Total amount of the quotation all taxes inclusive Read out at the opening of bids	Total amount of the quotation all taxes inclusive corrected
1.						
2.						
3.						
4.						

Members of the Tenders Board:

No.	Name	Post	Signature

Documentn°4: Draft
 jobbing
 order



MINISTRY OF DECENTRALISATION & LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

PROJECT OWNER: THE CITY MAYOR OF BAMENDA CITY COUNCIL

JOBING ORDER No 001/JO/BCC223/SG/DTS/SPCP/2026

**Awarded through Request for Quotation N°001/RQ/BCC/ITB/2026 of 20/02/2026 for
the rehabilitation of street lights along some major streets in Bamenda**

Project Owner: *The City Mayor of Bamenda City Council*

HOLDER : *[indicate holder and his full address]*

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

Trade Register: _____ Taxpayer's No.: _____ RIB: _____

SUBJECT : **The rehabilitation of street lights along some major streets in
Bamenda**

PLACE : Bamenda North West Region

EXECUTION DEADLINE : Two (02) months

AMOUNT IN CFAF :

ATI	
EVAT	
VAT	
AIR	
Net to be paid	

FINANCING : *MINDDEVEL BUDGET OF 2026*

BUDGET HEAD : *[To be filled]*

SUBSCRIBED ON

SIGNED ON

NOTIFIED ON

REGISTERED ON

BETWEEN:

The **REPUBLIC OF CAMEROON**, represented by the City Mayor of Bamenda City Council, hereinafter referred to as the, **"DELEGATED CONTRACTING AUTHORITY"** on the one hand,

AND

_____ Whose head office is situated at _____ BP _____, Tel: _____
represented by it's Director General hereinafter referred to as the **"CONTRACTOR"** on the other hand.

IT IS HEREBY AGREED ON AND ORDERED AS FOLLOWS:

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Chapter I: Generalities

Article 1:1 Subject of the JOBBING ORDER

The purpose of this jobbing order shall be the rehabilitation of street lights along some major streets in Bamenda.

Article 1:2 Localities of Execution:-

- GRA Upstation.
- Station Hill.
- Ghana Street.
- Cow street.
- Foncha junction to Mile 4 Nkwen.
- Commercial Avenue.
- Small Mankon to Rendez Vous junction
- Old town neighborhood.
- Hospital Round About through Ntarikon to Mile 7 Mankon.

Article 2: Contract award procedure

This Jobbing Order shall be awarded through Request for Quotation N°001/RQ/BCC/ITB/2026 of 20/02/2026 for the rehabilitation of street lights along some major streets in Bamenda.

Article 3: DUTIES and security

For the application of the provisions of this jobbing order, it is specified that:

3.1. Duties (See Public Contracts Code)

For the application of the provisions of this contract, it is specified that:

- **The Project Owner shall be** The City Mayor of the Bamenda City Council: He shall sign the contract, order the payment of services, ensure the preservation of related original documents and forward copies to the Authority in charge of Public Contracts and the Body in charge of the Regulation of Public Contracts or its relevant devolved government service;
- **The Contract Manager shall be** The Director of Technical Services: He shall ensure the proper execution of contractual obligations. He shall oversee the respect of administrative, technical and financial clauses as well as contractual time-limits. He shall be responsible for the general management of the execution of services, decide on all technical and financial provisions and represent the Project Owner before relevant dispute settlement bodies. He shall provide the Project Owner with general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the works subject of the contract;
- **The Contract Engineers shall be** the *Divisional Delegate of Energy and Water Resources hereby designated Engineer*. He is accredited by the Project Owner to monitor contract execution, under the supervision of the Contract Manager to whom he reports;
- **The body in charge of public contracts external control** shall be the Ministry in charge of public contracts. The Ministry of Public Contracts or its relevant devolved government services ensure the compliance control of the execution of the contract, issue the required prior endorsements and endorse the general and final detailed account.
- **The Administration's Contracting Partner or Contract Holder** shall be the contractor in charge of the rehabilitation of street lights along some major streets in Bamenda. He shall be responsible for the execution of the services provided for in the contract;

3.2. Security

In order to apply the security regime provided for in Article 150 of Decree No.2018/366 of 20 June 2018 to institute the Public Contracts Code, duties shall be defined as follows:

- The authority in charge of ordering payment shall be: The City Mayor of the Bamenda City Council;
- The authority in charge of the clearance of expenditures shall be: The Director of Technical Services;
- The body or official in charge of the payment shall be: The North West Regional Paymaster;
- The official competent to provide information concerning the execution of this contract shall be: The Director of Technical Services or his competent services.

Article 4: Language, laws and regulations applicable

4.1. The language used shall be *English or French*.

4.2. The Contracting Partner or the Jobbing Order Holder shall be bound to observe the laws and regulations in force in the Republic of Cameroon and this 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 : STANDARDS

5.1 The works carried out in execution of this Jobbing Order shall be in conformity with the standards laid down in the Special Technical Conditions, and where no standard is mentioned, to the authoritative standard on the issue and applicable in Cameroon, this standard shall be the most recent standard approved by the competent authority.

5.2. The contracting partner shall study, execute and guarantee the works under this contract taking into account the best practice in the execution in Cameroon for similar technology operations.

Article 6: Constituent documents of the contract

The constituent contractual documents of this contract are complementary. They are in order of priority: *[to be adapted according to the nature of works]*

1. The tender or commitment letter;
2. The Contracting partner's offer and its annexes in all the provisions not contrary to the Special Administrative Conditions (SAC); the Special Technical Clauses (STC) and the Works Technical Clauses, where applicable;
3. the Special Administrative Conditions (SAC);
4. the Special Technical Clauses (STC);
5. the Estimate or Detailed Quantity and Cost Estimates (DQE);
6. the Unit Price Schedule (UPS);
7. The Sub-Detail of Prices (SDP);
8. The General Administrative Clauses (GACs) to which it is specifically liable;
9. All other useful documents (the minutes (PV) of negotiation, the CST, the Plans, Management Strategies and Plans Environmental, Social, Hygiene and Security implementation Plans(ESHS), the ESHS Code of Conduct, the analysis of the project value where applicable, the execution project/program) etc.).
10. The integrity charter ;
11. The social and environmental commitment statement.

Article 7: General instruments APPLICABLE

This contract is governed by the following general instruments: *[Non exhaustive list, to be adapted*

according to the case]

1. Law No 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5th August 1996 on the management of the environment;
5. Law No. 2022/020 of 27 December, 2022 on the Financial Regime of the State of Cameroon for the 2023 Financial Year
6. Law No. 2019/024 of December, 2019 on the General Code of Decentralized Territorial Communities.
7. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
8. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;
9. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
10. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
11. Instruments governing the various professional bodies;
12. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
13. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
14. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
15. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
16. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
17. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
18. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
19. Order No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
20. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owner's circular.
21. Circular N° 00013995/C/MINFI of 31/12/2024 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2024 financial year;
22. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
23. The MINCOMMERCE Decree setting the Price List

24. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of markets reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
25. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
26. Unified Technical Documents (DTU) for building works;
27. Applicable standards;
28. Other instruments specific to the domain concerned with the Contract;
29. Circular 000006/LC/MINMAP/CAB of 05/02/2025 guiding the obligation for categorization of enterprise in the building and construction and road works;
30. Decree No 2018/0002/PM of 05/01/2018 fixing the modalities and condition for awarding contracts electronically;
31. Decree No 333/A/MINMAP/CAB of 27/12/2024 outlining the calendar of migration toward the exclusive award of contracts electronically.

Article 8: Communication

All notifications and written communication within the framework of this contract shall be sent to the following addresses

a) In case the contracting partner is the addressee: Mrs/Mr: [to be specified]

Mrs/Mr: [to be specified] _____

- P.O.Box _____
- Telephone : _____
- Fax : _____

b) in case the Project Owner is the addressee:

Mrs/Mr : [to be specified] _____

- P.O.Box _____
- Telephone : _____
- Fax : _____

with copy sent within the same timeframe to the Contract Manager and the Engineer.

Chapter II: Execution of works

Article 9: Consistency of services

The works to be executed within the framework of this Jobbing Order shall include: (Description of the main headings or sub sections of works provided for in the detailed quantity and cost estimate).

Article 10: Execution deadline of the contract

10.1. The execution timeframe of the works subject of this contract is: Two (2) calendar Months.

10.2. This timeframe shall run from the date of notification of the administrative order to commence the works.

10.3 The contract is of a single phase.

For conditional tranche contracts, the time limit of each tranche which shall run from the date of notification of the administrative order to commence the works of the tranche concerned shall be:

Tranche	Time limit (in month)
Firm tranche	
Conditional tranche 1	
Conditional tranche n	

Article 11: Obligations of the Project Owner

11.1. The Project Owner is responsible for the acquisition and the availability of the site as well as its access, the possession, use and access to all the other areas reasonably necessary for the proper execution of the Contract. He shall provide the Contracting partner with all facilities to access the project sites. For sites far away from the Project Owner Head office, access transport charges shall be borne by the Contractor

11.2. The Project Owner shall obtain at his costs the permits, authorisations, approvals and licenses from the local, regional and national authorities or from the competent public services necessary for the execution of the Contract and which are part of his obligations.

11.3. If the Administration's Contracting Partner requests for it, the Project Owner shall do all what he can to help the latter to obtain on time and with all the required diligence, from the local, regional and national administrations or public services the permits, authorisations and licenses necessary for the execution of the Contract, required by these bodies for the Contracting Partner, his subcontractors or the Contracting partner's personnel or his subcontractors, as the case may be.

11.4. The Project Owner shall protect the contracting partner against threats, offenses, violence, assault and battery, insults or defamations that he may be victim of, for the reason or in the discharge of his duties

Article 12: Administrative Orders

The various administrative orders shall be prepared and notified under the following conditions:

12.1. As soon as the contract is notified to the contract Holder, the Project Owner shall sign within a time limit of fifteen (15) calendar days, the administrative order to commence works. This Administrative Order shall be notified to the Contracting Partner by the Contract Manager within seven (7) calendar days. A copy of the said Administrative Order shall be forwarded to the Ministry in charge of Public Contracts or its relevant devolved government service, the Body in charge of the Regulation of Public Contracts, the Contract Manager, the Contract Engineer, the Paying Authority and the Project Manager where necessary.

12.2 The Administrative Orders having incidence on the amount and/or on the contract timeframe, shall be signed by the Project Owner under the following conditions:

- a) When an Administrative Order is likely to lead to the contract amount overrun, its signature shall be subject to financial justifications by the Project Owner;
- b) In case of contract amount overrun, modifications shall be done only through amendment and the additional services shall be paid only after the signature of this amendment by the Project Owner;
- c) The administrative orders for additional services shall be signed by the Project Owner and regularized later through amendment as far as their financial incidence is less than ten percent (10) of the contract amount.

A copy of the administrative orders referred to above shall be sent to the Contract Manager, the Contract Engineer, the Paying Authority and the Project Manager where applicable.

- d) The prior endorsement of the Paying Authority be possibly required before signature of those having incidence on the amount.
- e) In fact, any modification on technical specifications or special technical clauses shall be the subject of a preliminary study on the contract scope, cost and timeframe.

12.3. The Administrative Orders of a technical nature linked to the normal progress of work shall be signed directly by the Contract Manager and notified to the Contracting Partner by the Contract Engineer or the Project Manager (where necessary) with copy to the Minister in charge of Public Contracts, the Body in charge of the Regulation and the Paying Authority.

12.4. The administrative orders serving as formal notice shall be signed by the Project Owner and notified to the Contracting Partner by the Contract Manager with copy to the Minister in charge of Public Contracts, the Body in charge of the Regulation, the Contract Engineer and the Project Manager where necessary.

12.5. The administrative orders for the suspension and resumption of works due to bad weather or other case of force majeure shall be signed by the Project Owner and notified by the Contract Manager to the Contracting Partner with copy to the Minister in charge of Public Contracts or its relevant devolved government service, the Body in charge of the Regulation, the Contract Engineer and the Project Manager, where necessary.

12.6. The administrative orders prescribing the works required to remedy to disorders due to the abnormal use that may appear on structures during the guarantee period shall be signed by the Contract Manager on the proposal of the Contract Engineer and notified to the Contracting Partner by the Engineer.

12.7. The Contracting Partner shall make reservations within a time limit of fifteen (15) days on any administrative order received. The fact that reservations have been made shall not prevent the Contracting Partner from executing the administrative orders received.

12.8 In case of business grouping, the administrative orders shall be sent to the representative, who alone has the capacity to present reservations on behalf of the group he represents.

12.9 The contract may include conditional tranches whose execution for each of them, is subject to the possible release of the denunciation clause and the notification to the Contracting partner, by administrative order, of the Project Owner's decision to continue the execution of the said tranches. If this administrative order has not been notified to the Contracting partner within the required deadline defined in Article 14 of this contract, the Project Owner and the Contracting partner are, at the expiry of this deadline, freed from this obligation for this conditional tranche.

12.10 The administrative order to start the execution of the conditional tranche works shall only be notified after completion and provisional acceptance of the previous tranche. However, in case the suspensive condition of the execution of the conditional tranche is subject to the availability of financing, the notification of the administrative order to start works shall be given as soon as there is proof of the availability of funding.

Article 13: Roles and responsibilities of the ADMINISTRATION'S Contracting Partner

13.1. The Contracting Partner's duty is to ensure the execution of works under the control of the Contract Engineer or the Project Manager (to be specified as the case may be) and fulfil his obligations diligently, efficiently and economically, as described in the technical specifications or technical clauses, under the supervision of the Engineer and this, in compliance with this contract, the rules and standards

in force in Cameroon and techniques and practices generally accepted in the area of the activity concerned by the contract. He shall carry out calculations (where necessary), trials and analyses, determine, select, purchase and supply all the tools, materials and equipment necessary for the execution of works. He shall recruit the useful personnel specialised or not.

13.2. The Contracting Partner is responsible towards the Project Owner of the quality of materials and supplies used, their perfect suitability with the construction site needs, the proper execution of works, services and interventions done by the authorised subcontractors. He shall comply with the legislation in force in Cameroon with regard to the environment. He shall carry out all the works specified in the Special Technical Conditions (STC) and the instruments and directives mentioned in the said document. He shall have as obligation to produce a worksite plate in accordance with the regulations in force and post internal rules of the company taking into account environmental and social problems.

13.3. Through the duration of the contract, the contracting partner shall not undertake to carry out directly or indirectly, professional or contractual activities likely to compromise his independence with regard to the missions he is assigned.

13.4 In case of conflict of interest due to a member of the mission team, the contracting partner shall inform the Project Owner in writing and should replace the expert in question, involved in the project or contract.

Conflict of interest shall mean any situation wherein the contract holder may derive direct or indirect benefits from a contract concluded by the Project Owner under which he is consulted and or any situation in which he has enough personal or financial interests to compromise his impartiality in the discharge of his duties or which may adversely affect his judgement.

13.5 The contracting partner is bound to professional secrecy vis-à-vis third parties, on information, documents collected or disclosed to him under the execution of the contract.

In this regard, documents prepared by the contracting partner during the execution of the contract shall be published or communicated only with the written Project Owner's approval.

When submitting the final report, the contracting partner shall be bound to give back all the documents borrowed to the Project Owner

13.6 The contracting partner as well as his associates or subcontractors shall, through the duration of the contract, and after its end during [six (6) months], abstain from supplying goods, or executing services meant for the Project Owner stemming from the services having a close link with them (except the execution of services or continuation).

The contracting partner shall bear the professional charges and cover all health and accident risks within the framework of his mission.

The contracting partner shall not modify the composition of the team proposed in his technical offer without the Project Owner's written approval.

For foreign companies and failure to reside, the Contracting partner shall maintain in the Republic of Cameroon through the execution period of the contract, a permanent representative duly authorised.

Article 14 : Conditional tranche contracts

14.1. There is no conditional tranche.

Article 15 : Contracting partner's equipment and staff

15.1. Company's staff

The company shall use the personnel proposed in the offer. The team is composed as follows: *[To be specified]*

Indicate also the personnel to be recruited in the case of Labour-Intensive Approach where necessary as well as their method of remuneration.

15.2. Replacement of the key personnel

Any modification, even partial made on the proposals of technical offer shall intervene only after the written

authorisation of the Project Owner or Contract Manager. In case of modification, the Contracting Partner shall replace him by a competent personnel (skills and experience) at least

equal or by an equipment with a similar performance and in good functioning condition.

In any case, the lists of the supervisory staff to be used shall be first of all subject to the approval of the Project Manager or the Engineer if applicable, in the days x _____ (to be specified) that follow the notification of the administrative order to commence works. Beyond this deadline, the lists shall be considered as approved.

The Project Manager or the Engineer as the case may be shall have X _____ days (to be specified) to notify in writing his opinion to the Contract Manager. The Project Owner shall reserve the possibility to refuse his approval to a person proposed by the Contracting Partner whose qualification may be insufficient.

Any unilateral modification made on proposals on supervisory personnel of the technical offer, before and during the works, shall be a reason to terminate the contract as referred to in Article 15.3 below or the application of penalties *[To be specified]*.

Any modification made should be notified to the Project Owner for prior approval.

15.3. Withdrawal of the personnel (if applicable)

After written approval of the Project Owner, the Contract Manager may urge the Contracting Partner to withdraw somebody part of the staff, by giving the reasons of his request, the Contracting Partner shall make sure that the said person leaves the construction site within ten days and shall not have any link with the work within the framework of the contract. If the Project Owner requests the replacement of a team member for gross misconduct duly ascertained or for incompetence, the replacement shall be done at the costs of the contracting partner within at most fifteen(15) days.

15.4 The Contracting Partner's representative

As the contract is notified to the Contracting Partner, he shall appoint a natural person to represent him towards the Administration for any matter that concerns the execution of the contract.

This person in charge of the conduct of works, shall have enough powers to promptly take decisions necessary for the proper operation of the project.

15.5. Labour law

The Contracting Partner shall comply with labour legislation in force in Caperoon including legislation with regard to recruitment, health, security, social protection, Labour Intensive Approach(HIMO), the quota for local resources to be mobilised.

The Contracting Partner shall provide for all the staff living in his residential area, lodging facilities, medical assistance, food and sanitary facilities, by complying with the Specifications requirements related to the Social and sanitary conditions of the workforce.

In his relations with his staff and that of the subcontractors that will be used or will participate in the execution of the Contract, the Contracting Partner shall respect National Days, public holidays, religious feasts and other customs as well as all the applicable laws and local regulations in terms of labour law.

Except otherwise stated in the Contract, if the Contracting Partner deems necessary to execute works by night or during public holidays in order to respect the Levels of service and the Contractual completion timeframe, and if he requests the Project Owner's approval to this effect, (if such an approval is requested), the Project Owner shall not refuse his approval without a valid reason.

The Contracting Partner shall have the responsibility to obtain all the required permits and/or visas from the competent authorities, so that all the workforce and all the personnel to be employed on the Construction Site could validly enter and stay in Cameroon.

The Contracting Partner shall provide at his own costs, necessary means in order to repatriate all the members of his staff and those of his subcontractors working on the Construction site to the countries where they were respectively recruited for the execution of the Contract; he shall also bear the costs for their temporary stay in the country of execution of the Contract between the date they no longer work for the execution of the contract and the date planned for their repatriation.

15.6. Equipment proposed in the offer

The Contracting Partner shall use the appropriate equipment with the level similar to the RQ prescriptions in the execution project for the proper execution of the services according to the standards.

Any modification made should be notified to the Project Owner for prior approval.

Article 16: Documents to be provided by the contracting partner

[Specify the timeframe for forwarding documents as well as the timeframe for approving documents by the persons appointed.]

16.1. Works program, Quality Assurance Plan and others *[to be specified]*

a) Within a maximum time limit of *[to be specified]* from the notification of the administrative order to commence the works, the Administration's Contracting Partner shall submit in *[to be specified]* copies to the approval *[of the Contract Manager after the opinion of the Project Manager (or the Contract Engineer)]* the works execution programme, his supply calendar, his draft Quality Assurance Plan (PAQ) and his Environmental Management Plan, where necessary.

This programme shall be exclusively presented according to the models provided for and including notably,

- The minutes of the definition of the various tasks to be executed, where necessary;
- The list of works to be subcontracted;
- The description of the conditions to maintain traffic where applicable
- Etc.

Two (2) copies of these documents shall be sent back to him within a time limit of *[to be specified]* from their receipt with the inscription:

- Either the approval inscription "GOOD FOR EXECUTION";
- Or their rejection inscription along with the reasons of the rejection.

The Administration's Contracting Partner shall have *[to be specified]* days to present a new draft. The Contract Manager or the Project Manager shall within *[to be specified]* time limit give his approval or eventually make some remarks. The approval time limits of the works design shall interrupt the execution time limit.

The approval given by the Contract Manager or the Project Manager shall in no way relieve the Contracting Partner from his responsibilities. However, the works executed before the approval of the planning shall not be considered nor paid unless they were expressly ordered. The updated and approved planning shall become the contractual planning.

The Administration's Contracting Partner shall constantly update on the construction site, a planning of works that shall consider the real progress of the works. Important modifications shall be made on the contractual planning only after the approval of the Contract Manager. After approval of the execution planning by the Contract Manager, the latter shall forward it within a time limit of *[to be specified]* to the Project Owner, without suspensive effect of its execution. However, if it is noted that important modifications distort the Contract objective or the consistency of the works, the Project Owner shall return the execution planning along with the reservations to be lifted within a time limit of fifteen (15) days from the date of its receipt.

b). The Environmental and Social Management Plan shall notably highlight the selection conditions of the technical sites and residential area, the borrowing conditions of extraction sites and the conditions for the restoration of the worksites and installation sites.

c). The Contracting Partner shall indicate in this planning the materials and methods that he will use as well as the number of personnel to be employed.

16.2. Execution project/works design

a. Within a maximum deadline of *[to be specified]* as from the date of notification of the administrative order to commence the works, the Contracting Partner shall submit to the approval of the Contract Engineer or the Project Manager, where applicable, an execution project in *[to be specified]* copies including notably:

- The minutes of the definition of the various tasks to be executed;
- The reporting of the degradations, if applicable;
- The itinerary diagram or the linear of the works to be executed, if applicable;
- The description of the processes and methods of execution of the envisaged works with the job projections of the personnel, the equipment and materials;
- The execution plans of structures and the related calculation notes;
- The supply plans.
- The graphic planning of works;
- The list of works that the Contracting Partner shall have them, where necessary, executed by subcontractors.

b. The updated and approved planning shall become the contractual planning. It shall present the critical tasks. The Administration's Contracting Partner shall keep constantly updated on the construction site, an updated planning of works that shall take into account the real progress of the works.

In case the Administration fails to comply with the above mentioned documents approval deadlines, these documents shall be considered as approved.

Article 17: Provision of documents and site

The reproducible copy of plans featuring in the Request for Quotation shall be handed over by: *[The Contract Manager or the Project Manager]*

Article 18: Transportation, builder's insurances and third-party insurance

18.1 Packaging and transportation of equipment and materials

The supplier shall take all necessary measures so that the equipment or materials are protected by an appropriate and suitable packaging for maritime, air, rail or road transport. The supplier shall make all

diligence to repair all the damages that may eventually occur during transportation up to the place of delivery.

18.2. Insurances

a) The Contract Holder shall take out from one or more authorised insurance companies and as from the notification of the contract, an insurance policy covering the risks related to the execution of the services, subject of his contract.

b) The following insurance policies are required for this contract for the minimum amounts, the deductible and other minimum conditions within a timeframe of fifteen (15) days as from the contract notification (to be specified according to the list below);

- *Third party insurance toward third parties covering risks for physical injury caused to the third parties or risks of third party's death (including the Project Owner personnel), risks of loss or damages occurring within the framework of the contract execution on goods during the supply or the mounting or on installations, where applicable;*
- *Construction site comprehensive insurance covering the loss or damages caused on Installations on the site, occurring before the completion of Installations, with a guarantee extension covering the contracting partner's liability for loss or damages occurring during the guarantee period, as long as the contracting partner will remain on the site to fulfil his obligations during the guarantee period.*
- *Ten year liability insurance, where applicable.*
- *Other insurances All other insurances that may be specifically agreed between the parties to the contract..*

c) In any case, the policy shall cover all the physical injury, material and immaterial caused to third parties or to the structures as from the following day of the subscription to the final acceptance of services or ten years where applicable.

d) If the Contracting partner abstains from contracting and/or keeping the insurances referred to above, the Project Owner may contract these insurances and keep them in force, and deduct from time to time any amount due to the contracting partner under the contract, any premium that the Project Owner would have paid to the insurer, or collecting otherwise the amount of the premium thus paid, shall be considered as if it was a debt due by the contracting partner.

e) The contracting partner shall make sure that his subcontractor(s) take out or keep in force, as far as possible, appropriate insurance policies covering their staff, vehicles and the services they executed under the contract, unless these subcontractors are covered by insurance policies contracted by the contracting partner.

Article 19: Sub-contracting

This contract may give way to subsidiary orders or provide the possibility to have some works executed by subcontractors following the terms and conditions laid down by the Code and the General Administrative Conditions applicable to works contracts after prior authorisation of the Project Owner.

Notwithstanding the use of subsidiary orders, the main company remains responsible for the execution of all his obligations resulting from the contract. The subcontracting contract shall be in conformity with the commitment of the main company. They shall execute their part of works under the sole and full responsibility of the contracting partner.

The amount of works that may be subcontracted is limited to thirty percent (30%) of the contract amount and its amendments, where necessary.

The services subject of subsidiary orders shall be granted in priority to national Small and Medium-Sized Enterprises whose at least fifty-one percent (51%) of the capital belongs to nationals, and in case of insufficiency or deficiency, to SMEs and Large enterprises whose at least thirty-three percent (33%)

of the capital belongs to nationals.

The payment of the subcontractor may be done by the Project Owner when the amount of the services subcontracted done by a single company is above or equal to ten percent (10%) of the contract total amount and its possible amendments or when it is proven that the main company is indulging in unorthodox practices against the subcontractor. When the subcontractor is to be paid directly, the main company shall, when requesting for the authorisation, prove that the transfer or the security of debts resulting from the contract is not an obstacle to the direct payment of the subcontractor.

Article 20: Site laboratory and tests

The Contractor is bound to have his own laboratory on the site to enable him carry out all identification trials and/or studies on materials defined in the Special Technical Clauses. The personnel and the equipment of this laboratory must be approved by the Project Manager or the Contract Engineer within a time limit of *[to be specified]*

20.1. The trials as the case may be, provided for within the framework of this contract shall include: *[To be specified]*

20.2. The necessary laboratory equipment and materials include: (To be specified)

20.3. The terms and conditions for the implementation of these trials include: (To be specified)

The fees inherent to these trials and controls shall be borne by the Contracting Partner.

Article 21: Site logbook and meetings

21.1. Site logbook

Before works start, The Contractor shall be bound to open a site logbook. It is a single contradictory document. Its pages shall be numbered and initialed. No page shall be removed. Crossings-out or cancelled parts shall be signaled in the margin for validation. Each day, the following information must be entered inside:

- The administrative operations relating to the execution and payment of the contract (notification, results of trials', job cost sheets);
- atmospheric conditions;
- reception of building materials and all types of approvals;
- incidents or details of all types which are of interest from the point of view of the future carriage of the structures or the real duration of the works;
- Etc.

The Contractor may enter incidents or observations likely to give rise to claims on his part.

This site logbook will be jointly signed by the Project Manager and the Contractor's representative during each visit of the site.

For any possible claim by the Contractor, he may not refer to other contract documents than the events or documents mentioned at the appropriate time in the site logbook.

21.2. Site meetings

Besides regular site meetings organised at the initiative of the Project Manager, periodic meetings shall hold in the presence of the Contract Manager and the Contract Engineer or their representative.
[Indicate the frequency].

Site meetings shall be the subject of minutes signed by all the participants.

Article 22: Use of explosives

[Indicate the possible restrictions and bans]

Chapter III: Acceptance of works

Article 23: Documents to be provided before technical acceptance

The contractor shall, within at least ten (10) days timeframe before the provisional acceptance of the subsequent contract, forward to the Project Owner the following documents [Specify the special provisions where applicable]:

1. Detailed account describing the works indicating their quantities, their price and the total amount;
2. Notification of the acceptance;
3. Copy of the final bond;
4. Copy of insurance where applicable;
5. Other to be specified.

Article 24: Provisional acceptance

24.1. Operations preliminary to acceptance

Before provisional acceptance, the Contractor shall send a written request to the Project Owner with copy to the Contract Engineer, asking for the organisation of a technical visit prior to acceptance.

This visit shall include among other operations:

- a) **The acceptance committee** or a technician appointed to this effect, conduct the verifications in terms of quality and quantities, (to be specified for contracts with equipment included where applicable, either in manufacturing workshops and the modalities, trial workshops, warehouses or the places of execution of the Contractor services, trial workshops of State public structures, or in Project Owners' sites).

These operations shall be the subject of a minutes prepared on the spot and signed by the Project Manager, the Contract Engineer and the Contracting Partner.

- b) When these operations are carried out by a technician, he shall draft a report on the acceptance proposal, repair, bonification or rejection, which will be forwarded to the committee for decision.
- c) **The technical acceptance committee** or technician assigned to this task, shall verify works qualitative, technical and quantitative conformity.

Concerning technical acceptance, the committee takes one of the following decisions on all or part of the service:

- It accepts in quality and in quantity works, in this case, its decision shall be executed immediately;
- It ascertains that the works are not compliant and pronounces their rejection. However, in this hypothesis, it may either admit that the service be put in conformity, or that it shall be the subject of reduction. The rejection of the service shall be notified to the Contracting partner through registered mail or simple letter against receipt if he has not signed the minutes that sanctioned this decision.

24.2. Provisional acceptance

The Contractor shall be bound to let the Contract Manager know no later than *[to be specified]* days

before the expiry of the contractual deadline, the date on which he would like works acceptance exercise to take place.

The provisional acceptance shall be pronounced immediately at the end of the execution of works subject of this contract and after preliminary acceptance operations. The Committee, after site visit, shall examine the report of prior acceptance operations and go for works provisional acceptance if it is the case. .

For contracts with many tranches, the Project Owner shall proceed to the provisional acceptance of the works of the tranche considered. This acceptance exercise shall be the condition for the start of the following conditional tranche.

The acceptance visit shall be marked by the signature, on the spot, by all the participants, of an acceptance report, mentioning if the works have been accepted or not and, where necessary, the reservations to be lifted with the time limits, before the said acceptance is pronounced. In case where the acceptance is not pronounced, the acceptance minutes shall specify the reservations to be lifted along with the time limits before the said acceptance is pronounced.

To be valid, the acceptance minutes shall be signed by at least the two-thirds (2/3) of members among who's the Chairperson.

24.3. Composition of the acceptance committee

The Acceptance Committee shall include the following members [For information only]:

- **Chairperson:** The Project Owner or his representative;
- **Rapporteur:** The Contract Engineers;
- **Members:**
 - The Contract Manager or his representative;
 - The Project Owner's stores-accountant in accordance with the Circular on the application of the finance law of year 2026;
 - Other members *[to be specified]*
- **Observer:** RD MINMAP representative;
- **Guest:** The Contractor.

The members of the acceptance committee are convened at least ten (10) days before the acceptance date

The Contracting Partner or the service provider shall be convened at the acceptance exercise by a correspondence at least *[10 days] before the acceptance date*. He shall be bound to attend (or be represented). His absence means acceptance without reservations of the findings of the Acceptance Committee

24.4. Partial acceptance *[indicate if partial acceptance is provided for]*

The contractor might, as the nature of the services so requires or for case of force majeure, request for partial acceptance. In this case, the committee in charge of partial acceptance shall be same as the one to conduct provisional acceptance. A partial acceptance report shall be drawn up and signed by all parties *[indicate if partial acceptance is provided for]*

24.5. Start of the guarantee period (Indicate if the guarantee period commences or not at the date of this partial provisional acceptance).

24.6. Taking possession of structures

Taking possession of the structures must be preceded by a partial or provisional acceptance. However,

in case of urgency, taking possession may occur previous to acceptance, subject to the prior establishment of joint statement of the situation.

24.7: Rejection

When the Commission considers that works are the subject of reservations such that it seems impossible to pronounce their acceptance either partial acceptance or with reduction, the Contract Manager shall notify a reasoned rejection decision.

The Contractor then has fifteen (15) days to present his observations; Beyond this deadline, he is deemed to have accepted the Contract Manager's decision. If the Contractor makes observations, the Contract Manager then has fifteen (15) days to notify a new decision, after opinion of the Acceptance Commission, as the case may be; failure to make such notification, the Contract Manager shall be deemed to have accepted the observations from the Contractor.

In case of rejection, the Contractor shall be bound to reimburse the advances and payments already received

Article 25: Documents to be provided after execution

The Contractor shall submit to the Project Manager as the case may be or the Contract Engineer within the thirty days following the provisional acceptance date of all the works, the as-built plan.

22.1. *[Indicate the list of other documents to be provided within 30 days after the provisional acceptance].*

22.2. *[Indicate the amount to retain on the bond in terms of penalty for non-provision of the said documents]*

Article 26: Contractual guarantee/ maintenance during the guarantee period

26.1. Guarantee deadline

The guarantee duration shall be *[To be specified]* as from the date of the provisional acceptance of works or of the partial acceptance as the case may be (to be specified).

The Contractor guarantees that the equipment delivered (as the case may be) in execution of the contract is new and that the works are executed in the best way and according to the required standards.

26.2. Maintenance during the guarantee period

During the guarantee period, the Contractor shall execute at his own costs and at the required time all the necessary works and repairs to keep the structure in good shape that is, ensure within the ten (10) days of the notification of the default by the Administration, and on the site of use, the restoration of the structure for all the resulting defects and repairs to remedy all the disorder caused by poor workmanship that may appear on the structures and equipment as the case may be, and pointed out by the Contract Manager or the Project Manager as the case may be.

If after the provisional acceptance, the Contracting Partner did not comply within fifteen (15) days with the prescriptions of an administrative order concerning possible repair works or restoration, the Contract Manager shall have the right to execute the works by his own workers or by another contractor and to collect the amount to the detriment of the Contracting Partner issued by deduction of all the sums due or guarantees issued within the framework of the contract.

Article 27: Final acceptance

27.1. The final acceptance shall be done within a maximum timeframe of *[fifteen (15) days]* from the

expiry of the guarantee period.

27.2. The Project Manager *[shall or shall not be] member of the Commission.*

27.3. The Composition and the final acceptance procedure shall be the same as that of the provisional acceptance.

27.4- The contract shall be closed definitely under the conditions laid down in Article 33 (4) of these Special Administrative Conditions concerning the General and Final Detailed Account.

Article 28: Legal guarantee

The Contracting Partner shall be responsible automatically during ten (10) years toward the Project Owner, from the provisional acceptance, of the damages that compromise the solidity of the structure or which affect it in one of its constituent elements or one of its equipment elements, thus rendering it unsuitable at its destination.

As such, he shall recruit an authorised Technical Control Office (TCO) in charge of the works expertise in view of a ten-year insurance.

Chapter IV: Financial clauses

Article 29: Contract amount

The amount of this contract as provided for in the [detailed or cost estimates] shall be CFA francs _____(in figures)_____ (in words) all taxes inclusive (ATI); that is:

- Amount EVAT: _____(_____) CFA francs;
- Amount of the VAT: _____(_____) CFA francs;
- Amount of AIR: _____(_____) CFA francs.
- Amount of the TSR, where applicable: ----- (____) CFA francs [applicable only for contract signed with the Contracting Partner whose headquarters are located abroad];
- Net to be paid = Net amount with all the duties and taxes deducted: ____ (____). CFA francs

Article 30: Place and method of payment

Any payment for a public contract shall be done through bank transfer to an account located in a Cameroon law first rate credit establishment approved by the Minister in charge of Finance, in accordance with the instruments in force or by documentary credit.:

The Project Owner shall pay the sums due through a bank transfer in the name of the contractor as follows:

[The bank domiciliation shall be the same as for the final bond]

- a) For payment in CFA francs, that is (the net amount to be paid in figures and in words), by crediting account No. _____ opened in the name of the Contracting Partner at the _____ bank
- b) For payment in currencies, (where applicable) that is (net amount to be paid in figures and in words), by crediting account No. _____ opened in the name of the Contracting Partner at the _____ bank

Article 31: Guarantee and bonds

The Contracting Partner shall provide for guarantees issued by banks or financial bodies approved by the Ministry in charge of Finance or having an authorised local correspondent.

The guarantees described below in favour of the Project Owner are required within the deadlines, for the amount, in the manner and under the form indicated below:

31.1. Final bond

- a) It shall be constituted and forwarded to the Contract Manager within at most twenty (20) calendar days from the date of the notification of the contract and, in any case before the first payment:
- b) Its amount is set at: _____ *[To be specified. It is between maximum 2 and 5 %] of the contract amount all taxes inclusive increased, as the case may be, by the amount of the contract amendments.*
- c) The guarantee shall be drawn up in the currency (ies) of the Contract, or in a freely convertible currency satisfying the Project Owner and shall respect one of the models provided in the Request for Quotation as indicated by the Project Owner in the SAC or any other document satisfying the Project Owner.
- d) The substitution methods of the bond are provided in Article 140 of the Public Contracts Code.
- e) The final bond shall be refunded consecutively by the Project Owner within one month following the date of the provisional acceptance of the works, after a release order issued by the Project Owner after a request from the Contracting partner.
- f) Small and Medium-size Enterprises with national share capital and managed by nationals, as well as civil society organizations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage or a bond issued by a banking institution or financial institution authorized in accordance with the instruments in force.

31.2. Start-off advance bond

[Specify where necessary the rates (maximum 20% of the ATI amount of the contract guaranteed at 100% by a Cameroon law banking establishment or a first-rate financial institution approved in accordance with the regulations in force) and the modalities to refund the bond].

The modalities to refund the bond are provided for in Article 139 (4) of the Public Contracts Code

31.3. The performance bond (in replacement of the retention bond)

[When the contract contains a guarantee or maintenance period, the retention bond is set at [maximum 10%] of the contract amount all taxes inclusive, increased by the amendments amount, where applicable].

The refund of the retention bond or the performance bond shall be done from the date of the final acceptance of works after a release order issued by the Project Owner after the expiry of the guarantee period.

Upon expiry of the 30 calendar days' timeframe, the bonds cease to have effect; the competent body shall be bound to refund those bonds or release the retention bond or the performance bond at the simple request of the Administration's Contracting Partner, unless the Project Owner has duly notified the Contracting Partner that he has not fulfilled all his obligations.

In this case, the bond commitment may cease to have effect only following a release order issued by the Project Owner.

Article 32: Variation of prices

32.1. Prices shall be firm or revisable *[select one of the two options to be specified according to the modalities of the Code].*

Payments on account made to the Contracting Partner as advances shall not be revisable.

32.2. Price updating modalities (where necessary)

Price revision or updating modalities are those provided for in the Public Contracts Code.

[Price updating or revision in application of the contractual clauses shall not give rise to the signing of a contract amendment].

Article 33: Price revision formulae

The prices on the unit price schedule shall be revisable. [to be specified yes or no] if yes by applying the following formula: *[if yes Insert the formula and define the parameters and indices to be applied, where need be]*

For each of the parameters, the index "0" indicates "the basic value" at the date of the month preceding that of the opening of bids.

[To comply with the Public Contracts Code]

Article 34: Price updating formulae

The prices of the unit price schedule shall be updateable by the application of the following formula: *[Insert, where necessary, the formula and define the parameters and indices to be applied where applicable].*

The indices are, where applicable, those defined for the revision formulae of prices.

Article 35: Works under State supervision

35.1. The Contracting Partner shall be bound to put at the disposal of the Project Owner, the workforce, materials as well as equipment and all necessary means that may be required to execute some works under State supervision; provided the request is done at least eight (8) days in advance and is related to the contract subject.

The amount of works executed under State supervision referred to in paragraph 1 above shall not exceed two percent (2%) of the contract amount, all taxes inclusive.

35.2. In the event of a duly established default on the part of the Administration's Contracting Partner, the Project Owner may, where he does not terminate the contract and after the written authorisation of the Authority in charge of Public Contracts, prescribe total or partial State supervision at the costs and risks of the said Contracting Partner. *[Refer to the separate instruments of the Authority in charge of Public Contracts laying down the conditions for the execution of works under State supervision]*

35.3 *Works under State supervision thus executed shall be paid based on the State supervision unit prices provided for in the contract, or, failing that, of the salaries, allowances, social charges, sums spent for the supplies, material, increased in the conditions laid down by the separate instrument of the 'Authority in charge of public contracts defining the conditions for the execution of works under State supervision to cover overheads, duties, taxes and benefits.*

Article 36: Valorising the supplies

36.1. *[Advance payment for supplies may be granted to cover commitments made to execute works, supplies or services under the contract. The payment modalities of the said advances are laid down in the Public Contracts Code]*

36.2. For advance payment on supplies a guarantee is not requested.

36.3 In any case, the Administration's Contracting Partner shall be responsible for guarding the materials for which the advance payment for supplies was made until the acceptance of works.

Article 37: Advances

37.1. The Project Owner shall or shall not grant a start-off advance *[not exceeding 20% of the contract amount all taxes inclusive]*

37.2 The start-off advance may be obtained by the Administration's Contracting Partner upon simple

request to the Project Owner without any justification. The start-off advance reimbursement shall be done by deduction of a percentage *[To be specified]* from the amounts owed to the contract holder during the execution of the contract in accordance with the contract terms and conditions. Such refund shall start as soon as the total amount of works reaches or exceeds 40% of the contract amount. The payment of the start-off advance shall take place after the required guarantees have been put in place, in accordance with the provisions of the Public Contracts Code where the contract does not provide for payment on account and is subject of a single payment, the start-off advance shall be deducted once from the single payment.

37.3 The total amount of the advance shall be reimbursed latest when the value of the basic price of the services executed reaches eighty percent (80%) of the contract amount.

37.4 As the advance payments are gradually reimbursed, the Project Owner shall give a release order for the corresponding part of the bond, upon written request by the Administration's Contracting Partner.

37.5. The Administration's Contracting Partner shall exclusively use the start-off advance to purchase the material, equipment, materials and the mobilisation expenditures especially required for the contract execution.

Article 38: Payment of works

38.1. Establishing the works executed

Before the end of each month, the Administration's Contracting Partner and the *Contract Engineer [or the Project Manager where applicable]* shall jointly establish a job cost sheet that summarises and sets the quantities executed and established for each heading of the schedule during the month and that may give entitlement to payment.

38.2. Provisional detailed accounts

The provisional detailed accounts shall be prepared in seven copies at a frequency: of [to be specified between one (1) and three (3) months].

The Project Manager or the Contract Engineer within a timeframe of: *[To be specified (a timeframe of zero (0) to seven (7) working days at most)]* shall forward to the Contract Manager the draft detailed account that he approved.

The Contract Manager on his part, within a timeframe of: *[To be specified (from zero (0) to twenty-one (21) working days at most)]* shall proceed to the liquidation and forward it to the accountant in charge of the payment with copy to the body in charge of the external control.

The copies of the provisional detailed accounts shall be forwarded to the Ministry in charge of Public Contracts and the Body in charge of the Regulation of Public Contracts.

The maximum timeframe granted to the relevant paying accounting officer to settle the payments on account is set at ninety (90) days from the date of the reception of the detailed accounts forwarded by the Contract Manager.

The EVAT payment on account to be paid to the Administration's Contracting Partner shall be mandated as follows:

- EVAT – AIR or TSR] directly deposited in the account of the Administration's Contracting Partner;
- VAT at the rate in force;
- [AIR or TSR] deposited in the Public Treasury for AIR or TSR owed by the Contracting Partner
- ;

38.3. Final detailed account

[Indicate the timeframe within which the Administration's Contracting Partner shall forward the draft to the Project Manager or the Engineer, after the date of the provisional acceptance of works (maximum 1

month))

After completion of works and within a maximum timeframe of [to be specified] days after the date of provisional acceptance, the Contracting Partner shall draw up, from the statements jointly established, the draft final detailed account of works effectively executed which summarizes the total amounts of the sums to which he may be entitled as a result of the full execution of the contract.

This draft final detailed account, once rectified by the Project Manager or the Contract Engineer and accepted by the Contract Manager becomes the final. It shall be used to draw up the payment on account for the balance of the contract, established under the same conditions as those defined for the preparation of the monthly detailed accounts.

38.3.1. *[Indicate the time-limit within which the Contract Manager shall notify the corrected and validated draft to the Project Manager (maximum 1 month)]*

38.3.2. The Administration's Contracting Partner must, within at most one month following the date of this notification, send back the final detailed account with his signature, with or without reservations, or make known the reasons why he refuses to sign it.

In the case where the Contracting Partner signs with reservations or does not sign the final detailed account, the reasons of this refusal or these reservations must be given by the Contracting Partner in a report of all the claims for which he is asking for payment, including the necessary justifications and forwarded to the Project Manager within the same time-limit as above, under pain of foreclosure.

The settlement of disputes then takes place according to the provisions of the Public Contracts Code in force and the General Administrative Conditions (GAC) applicable.

38.4. General and Final Detailed Account

38.4.1. *[Indicate the time limit within which the Contract Manager or the Project Manager shall establish the general and final detailed account for the Administration's Contracting Partner after final acceptance (maximum 1 month)]*

At the end of the guarantee period that gives rise to the final acceptance of works, the Contract Manager shall draw up the general and final detailed account of the contract that shall be jointly signed by the Contracting Partner and the Project Owner. This detailed account shall include:

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

The signature of the general and final detailed account by the Contracting Partner without reservation definitively binds the two parties, and puts an end to the contract, and frees the Contractor and the Project Owner from their obligations, except in the case of interests on overdue payments.

38.4.2. *[Indicate the time limit within which the Contracting Partner shall send back the signed general and final detailed account (maximum 1 month)]*

The transmission of the general and final detailed account to the Paying authority for payment is subject to the prior endorsement of MINMAP. For this purpose, a copy of the corresponding job cost sheet and all the provisional detailed accounts shall be previously forwarded to MINMAP or its representative on the site where applicable.

The time limits and the modalities for signature as well as the management of disagreements are the same as those of the final detailed account.

Article 39: Interests on default payments

The possible interests on overdue payments shall be paid after by statement of sums due and calculated in accordance with the provisions of Article 166 and 167 of Decree No.2018/366 of 20 June 2018 to institute the Public Contracts Code and using the formula below:

$$L = M \times (n/360) \times (1) \text{ where:}$$

M = Amount, inclusive of taxes, owed to the holder;

N = Number of calendar days of delay;

i = BEAC corporate lending rates increased by one (1) point or discount rate applied by the Bank issuing the currency involved, increased by at most one (1) point, as the case may be.

Article 40: Penalties

A. Penalties for delay

40.1 In case of overrun of the contractual period attributable to the contract holder, after prior warning, he shall be liable to a delay penalty the amount of which shall be fixed as follows:

- a. 1/2000th (one two thousandth) of the initial contract tax-inclusive amount per calendar day of delay from the first to the thirtieth day beyond the contract period;
- b. 1/1000th (one thousandth) of the initial contract tax-inclusive amount per calendar day of delay beyond the thirtieth day.

40.2 For conditional tranche contracts, the time limits and amounts to be taken into account shall be those of the tranche considered.

B. Special penalties [amount and method of calculation to be specified]

40.3 Irrespective of the penalties for the overrun of the contractual period, the Contracting Partner shall be liable to the following specific penalties for non-respect of the contract provisions, notably:

- Late submission of final bond (amount and modalities to be defined);
- Late submission of insurances (amount and modalities to be defined)
- Late submission of the execution project provided that the delay is attributable to the Administration's Contracting Partner; (amount and modalities to be defined)
- Others to be specified by the Project Owner. (amount and modalities to be defined)

40.4. In any case, the cumulative amount of penalties shall not exceed ten percent (10%) of the amount ATI of the basic contract and its amendments where need be, under pain of termination.

Any remission of penalties can take place only after the opinion of the Body in charge of the Regulation of Public Contracts required by the Project Owner.

Article 41: Payment in case of group of enterprises and subcontracting

41.1. In case of several business grouping, the payments shall be done in the account indicated in the tender in the name of the group or in the name of the representative: [To be specified where need be].

In case of joint business grouping, payments shall be done in the various accounts of the co-contractors in the following manner: [to be specified where need be].

41.2. Any payment of advance for services executed by the subcontractors, shall be subject to the execution of the services provided for in the contract, and accepted subject to the justification of their payment by the Administration's Contracting Partner to the subcontractors.

The main company has a maximum deadline of thirty (30) working days from the date of payment of the bill of the services executed and accepted to make the payments of the subcontractor

In case of non-payment of a subcontractor for services already paid by the Project Owner, the latter may take against the contract holder coercive measures, notably the direct payment of the subcontractor.

Article 42: Tax and customs regulations

The contract shall be liable to the tax and customs regulations in force in the Republic of Cameroon.

The contract shall be concluded all taxes inclusive, in accordance with Law No..... of Finance Law of the Republic of Cameroon for the..... financial year and the General Tax Code which define the modalities for the implementation of the Public Contracts tax regime

The taxes applicable to this contract notably include:

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

These elements should be included in the costs which the contracting partner imputes on his running costs and constitute one of the elements of the sub-detail of prices exclusive of taxes.

All taxes inclusive prices (ATI) mean VAT included.

Except otherwise stipulated in the contract, the contractor shall bear and pay the dues, taxes, duties and charges that are of his responsibility as well as of his subcontractors.

Article 43: Stamp duties and registration of contracts

Seven (7) original copies of the contract shall be stamped and registered at the cost of the Administration's Contracting Partner, in accordance with the regulations in force.

CHAPTER V: Miscellaneous provisions

Article 44: Termination of the contract

44.1 The contract shall be automatically terminated in one of the following cases:

- a) Death of the allottee. In this case, the Project Owner may, where applicable, authorize that the proposals made by the rightful claimants to continue service provision be accepted;
- b) Bankruptcy of the contract holder. In this case, the Project Owner may, where applicable, accept the proposals that may be made by the creditors for the continuation of the services;
- c) Judicial liquidation, if the Administration's Contracting Partner is not authorised by the court to continue operating his business;
- d) in case of sub-contracting, co-contracting or subsidiary orders, without the prior authorization of the Project Owner;
- e) default by the Administration's Contracting Partner duly established and notified by the Project Owner by administrative order serving as formal notice after evaluation and establishing the default;
- f) Failure to comply with labour laws and regulations;
- g) 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;

n) Duly established fraudulent and corrupt practices.

44.2 The contract may equally be terminated under the conditions stipulated in the GAC, notably in one of the following cases:

- Delay in the execution of works leading to penalties beyond 10% of the amount of contract all taxes inclusive;
- Adjournment or prolonged stoppage decided by the Project Owner;
- Persistent non-payment for the services;
- The refusal to repeat works poorly executed;

44. 3 The contract may equally be terminated for reasons not attributable to the holders, notably in one of the following cases:

- Force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of Administration's Contracting Partner responsibility without prejudice to damages the latter may claim;
- Persistent non-payment of the services;
- Reason of general interest..

Article 45: Case of force majeure

The contract holder shall not be held responsible for delays caused by a case of force majeure. In such a case, the contract holder shall inform the Project Owner in writing, within [Specify the number of days] of the existence of the force majeure and give the estimation of the resulting delays. Each time a case of force majeure will cause a delay, the contract holder shall be entitled to the extension of deadlines, if the Project Owner deems, it is a reality.

Under this contract, Case of "force majeure" refers to [Specify the GAC provisions and some special situations, as the case may be]

Cases of force majeure shall be established in accordance with the provisions of the GAC. The Project Owner shall be the one to appraise the nature of the force majeure and the justifications provided

In case where the Contracting Partner may invoke the case of force majeure resulting from weather conditions, the thresholds below which no claim shall be admitted are the following:

- Rain: 200 millimetre in 24 hours;
- Wind: 40 metres per second;
- Floods: the flood of decennial frequency.

Article 46: Disputes and litigation

The disputes and ligations resulting from the execution of this contract, may be settled amicably.

Where the dispute cannot be settled amicably, the matter shall be brought before the competent Cameroon jurisdiction, subject to the following provisions: *[To be filled where need be]*

Article 47: Editing and publishing this contract

The Project Owner shall prepare and put in good shape the constituent documents of the contract. Similarly, the reproduction of *[twenty (20)] copies of this contract to be subscribed by the Contracting Partner shall be at the cost of the Project Owner.*

Article 48 and last: Validity and the entry into force of the contract

This contract shall become final only after its signature by the Project Owner or the Delegated Project. It shall enter into force as soon as it is notified to the Administration's Contracting Partner.

**Awarded through Request for Quotation N°001/RQ/BCC/ITB/2026 of 20/02/2026 for
the rehabilitation of street lights along some major streets in Bamenda**

With _____,

For the rehabilitation of street lights along some major streets in Bamenda

EXECUTION DEADLINE : Two (02) months

Contract amount: *[To be repeated in CFA Francs, all taxes inclusive in figures and in words]*

	Amount in figures	Amount in words
EVAT		
.V.A.T.		
AIR/TSR		
ATI		
Net to be paid		

Read and accepted by the Contracting partner

Town, date

Delegated Contracting Authority

The Project Owner

Town, date

Registration