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REGION DU SUD - OUEST  
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DEPARTEMENT DU FAKO  
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ARRONDISSEMENT DE LIMBE III  
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COMMUNE DE LIMBE III  
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**LIMBE III COUNCIL INTERNAL TENDERS BOARD**  
**OPEN NATIONAL INVITATION TO TENDER**  
**(BY EMERGENCY PROCEDURE)**

*THE PROJECT OWNER*  
*THE MAYOR OF LIMBE III COUNCIL*

*TENDER BOARD*  
*LIMBE III COUNCIL INTERNAL TENDERS BOARD*

**TENDER FILE**

**No. 001/ONIT/LIHC/L3C.TB/PIB2026 OF 24/02/2026**  
**FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP**  
**FARM ROAD, INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES**  
**IN LIMBE III MUNICIPALITY**

FINANCING: PUBLIC INVESTMENT BUDGET

**FINANCIAL YEAR 2026**

**FEBRUARY 2026**

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# DOCUMENT No. 1 – TENDER NOTICE



## TENDER NOTICE

### OPEN NATIONAL INVITATION TO TENDER (BY EMERGENCY PROCEDURE)

#### No. 001/ONIT/LIHC/L3C.TB/PIB2026 OF 24/02/2026 FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES

FINANCING: PUBLIC INVESTMENT BUDGET, FINANCIAL YEAR 2026

**1. Subject of the invitation to tender:**

The Mayor of LIMBE III Council, the Contracting Authority, hereby launches an Open National Invitation to Tender For the Construction of road Bonabile layout to Chop Farm road, including hydraulic and drainage structures

**2. Nature of services**

The works comprise notably:

- Preliminary works and site installation;
- Mobilization and demobilization of equipment
- Earth Works / Carriage Way Works
- Drainage works
- Engineering Structures

**3. Execution deadline**

The maximum duration provided by the Project Owner for the execution of the works forming the subject of this invitation to tender is **Four (04) months**. This period runs from the date of notification of the service order to start the work.

**4. Number of Lots**

Not applicable

**5. Estimated cost**

The estimated cost after preliminary studies stands at **CFA Francs One hundred million (100,000,000) including taxes**.

**6. Participation and origin**

The tender is open to duly registered Cameroonian enterprises that fulfil the requirements of the invitation to tender.

**7. Financing**

Rehabilitation which form the subject of this invitation to tender shall be financed by **PUBLIC INVESTMENT BUDGET 2026 financial year**, budget head **6036371032000080451523511**

**8. Bid bond**

Each bidder must include in his/her administrative documents, a bid bond issued by CDEC and a first-rate banking establishment approved by the Ministry in charge of finance and of an amount of **Two million (2,000,000) CFA francs** and **valid for thirty (30) days beyond the initial date limit of validity of bids**.

**The bid bond provide in accordance with the Circular Letter No. 000019/LC/MINMAP of 5<sup>th</sup> of June 2024 relating to the modalities of constitution, deposit, conservation, restitution and withdrawal of bond on public contracts.**

Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and those of successful bidder shall be retained until the required performance guarantee for good execution is provided.

## 9. Consultation of tender file

The file may be consulted online on the COLEPS platform

## 10. Acquisition of tender file

The file may be obtained from **COLEPS platform** as soon as this notice is published against payment of the sum of **One hundred thousand (100,000) francs CFA** payable at **Limbe III Municipal Treasury**

## 11. Submission of bids

For online submission by electronic means, the offer must be transmitted by the bidder on the COLEPS platform. A backup copy of the offer saved on a USB key or CD/DVD must be sent in a sealed envelope with the clear and legible indication "backup copy", in addition to the above mention latest **24/03/2026 at 12 noon**.

N.B.: File size and format. The maximum sizes of the documents that will transit on the platform and constitute the bidder's offer are as follows:

- **5 MB for the Administrative file;**
- **5 MB for the Financial Offer.**
- **15 MB for the Technical file**

The accepted formats are as follows:

- PDF format for text documents; JPEG for images. The candidate will ensure that compression software is used to possibly reduce the size of the files to be transmitted in accordance with the sizes indicated above.

## OPEN NATIONAL INVITATION TO TENDER N° 001/ONIT/LIIC/L3C.TB/PIB2026 OF 24/02/2026 FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD, INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES IN LIMBE III MUNICIPALITY

(EMERGENCY PROCEDURE)

“To be opened only during the bid-opening session”

In case of any ambiguities or differences, only the original shall be considered authentic.

## 12. Acceptability of bids

Any bid that does not respect the mode of separation of the financial, administrative and technical bids shall be rejected.

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 CDEC and a first-rate bank approved by the Minister in charge of Finance. Notably, the absence of bid bond delivered by a first order bank approved by the Minister in charge of Finance valid for thirty (30) days after the validity of bids.

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities and 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 before the latest date set for the opening of bids. Cumulative bidding shall not be accepted.

## 13. Opening of bids

The bids shall be opened in a single phase on the **24/03/2026** at **1PM** local time by the **Limbe III Internal Tenders Board** in the **Conference Hall of the Limbe III Council** situated at **Chop Farm - Bimbia**. Only tenderers may attend this opening session or be represented by a single person of their choice, duly authorized, even in the case of a group of companies. **Under pain of being rejected, the required administrative documents must be submitted in originals or copies certified by the issuing service or the relevant administrative authority, in accordance with the provisions of the Special Regulations of the invitation to tender. They shall be no later than 3 (three) months old from the original deadline for the submission of tenders or must have been issued after the date of signature of the Tender Notice.** In case of absence or non-conformity of a document in the administrative file during the opening of bids, after a 48 (forty-eight) hours deadline granted by the Board, the file shall be rejected.

**NB: The original copies of the Administrative documents must be presented for verification during the opening of bids session**

## 14. Evaluation criteria

The evaluation of bids shall be carried out in three stages:

- 1<sup>st</sup> Stage: verification of the presence and conformity of each administrative document;
- 2<sup>nd</sup> Stage: Analyses of the financial bids.
- 3<sup>rd</sup> Stage: Analysis of Technical offer

The criteria of evaluation shall be as follows.

**i. Eliminary criteria**

The eliminary criteria are the following:

- Absence of bid bond at the opening of bids with its consignment receipt delivered by the CDEC;
- Absence of categorization certificate issued by the Authority in charge of Public Contracts
- Failure to submit, beyond the 48 (forty-eight) hours deadline after the opening of bids, a document of the administrative file deemed non-compliant or absent (except the bid bond);
- False declarations, fraudulent schemes or forged documents;
- Failure to comply with 70% essential criteria (70% referring to the qualification threshold of technical bids);
- Absence of the sworn statement for not having abandoned contracts during the last three years;
- Failure to comply with bids file format;
- Absence of a quantified unit price in the financial offer;
- Absence of own or hired minimum equipment;
- Absence of the site engineer;
- Absence of an element in the financial offer (submission, Bill of quantities and cost estimate, Schedule of Unit Prices, Sub-detail of Unit Price);
- Absence of the integrity charter dated and signed;

Absence of the dated and signed commitment statement to comply with environmental and social clauses.

**14.2. Main qualification criteria**

The criteria relating to the qualification of candidates are the following:

- Financial situation
- Experience
- Personnel
- Equipment
- Technical proposal (methodology and planning of execution)

**N.B.: Non-respect of least at 70% of essential criteria shall entail rejection of the bid.**

**15. Award**

The contract shall be awarded to lowest bidder fulfilling the best technical and financial conditions

**16. Validity of bids**

Bidders will remain committed to their bids for **ninety (90) days** from the initial deadline set for the submission of bids.

**17. Complementary information**

Complementary information may be obtained during working hours from **Limbe III Council, Service for award of contracts (CDO's office), Tel: 677629600, Email: limbe3councilbimbia@yahoo.com**

Copies:

- SDO/FAKO
- MINMAP/DD-FAKO,
- ARMP/SW,
- Chairpersons of TB,
- Notice Boards.

LIMBE III, the **24/02/2026**  
**THE LORD MAYOR OF LIMBE III COUNCIL**



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PAIX-TRAVAIL-PATRIE

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DEPARTEMENT DU FAKO

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COMMUNE DE LIMBE III

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## AVIS D'APPEL D'OFFRES NATIONAL OUVERT (EN PROCEDURE D'URGENCE)

N°001/AONO/C.LIII/CIPM/PIB2026 DU 24/02/2026 POUR LA CONSTRUCTION DE LA  
ROUTE DE BONABILE LAYOUT À CHOP FARM ROAD Y COMPRIS LES OUVRAGES  
HYDRAULIQUES ET DE DRAINAGE

Financement : Budget d'Investissement Publique, Exercice 2026

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

Le Maire de la Commune de Limbe III, l'Autorité Contractante lance un Appel d'Offres National Ouvert en procédure d'urgence pour LA CONSTRUCTION DE LA ROUTE DE BONABILE LAYOUT À CHOP FARM ROAD Y COMPRIS LES OUVRAGES HYDRAULIQUES ET DE DRAINAGE

### 2. Consistance des travaux

Les travaux à réaliser sont dans les devis estimatif et quantitatif et élaboré dans le CCTP et y compris notamment:

- Travaux préliminaires et installation sur site ;
- Mobilisation et démobilitation du matériel
- Travaux de terrassement / Travaux de voirie
- Travaux de drainage
- Ouvrages d'art

### 3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **quatre (04) mois**.

Ce délai court à compter de la date de notification de l'ordre de service de commencer les travaux

### 4. Allotissement

Les travaux sont en un lot unique

### 5. Coût prévisionnel

Le coût prévisionnel des travaux après les études préliminaires est de **Cent millions (100,000,000) francs CFA Toutes Taxes Comprises**.

### 6. Participation et origine

Sont éligibles les entrepreneurs Camerounais ayant l'expérience et les capacités techniques et financières requises dans le Dossier d'Appel D'offres

### 7. Financement

Les travaux objet du présent appel d'offres sont financés par le **budget d'investissement publique, Exercice 2026, imputation 60363710320000080451523511**.

### 8. Cautionnement provisoire

Chaque soumissionnaire doit joindre a ses documents administratifs une caution de soumission émise par CDEC et un établissement bancaire de première ordre agréée par le Ministère des Finances et d'un montant de **Deux millions (2,000,000) francs CFA** et valable pendant trente (30) jours au-delà de la date initiale de validité des offres.

Le cautionnement provisoire sera libéré d'office au plus tard quinze (15) jours à compter de la date d'attribution de marches 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.

Le cautionnement de soumission devra être établi et fourni conformément à la **Lettre-circulaire N°000019/LC/MINMAP du 05 juin 2024 relative aux modalités de constitution, de consignation, de conservation, de restitution et de**

## déconsignation des cautionnements sur les marchés publics..

### 9. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté en ligne sur la plateforme COLEPS

### 10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu sur la plateforme COLEPS dès la publication du présent avis contre paiement d'une somme non remboursable de **Cent milles (100,000) francs CFA**, payable à la **Recette Municipale de la Commune de LIMBE III**. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

### 11. Remise des offres

Pour la soumission en ligne par voie électronique, l'offre devra être transmise par le soumissionnaire sur la plateforme COLEPS Au plus tard le **24/03/2026 à 12h**. Une copie de sauvegarde de l'offre enregistrée sur clé USB 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.

N.B : Taille et format des fichiers pour la soumission en ligne, les tailles maximales des documents qui vont transiter sur la plateforme et constituant l'offre du soumissionnaire sont les suivantes :

- 5 Mo pour le dossier Administrative;
- 15 Mo pour l'Offre Technique;
- 5 Mo pour l'Offre Financière.

Les formats acceptés sont les suivants :

- Format PDF pour les documents textuels ; JPEG pour les images. Le candidat veillera à utiliser des logiciels de compression afin de réduire éventuellement la taille des fichiers à transmettre conformément aux tailles sus-indiquées.

NB: Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable.

Notamment l'absence de la caution de soumission délivrée par un organisme ou une institution financière agréée par le Ministre en charge des finances pour émettre les cautions dans le domaine des marchés publics ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des plis est irrecevable devra porter la mention :

- Enveloppe A : pièces administratives;
- Enveloppe B: offre financière.

## **AVIS D'APPEL D'OFFRES NATIONAL OUVERT (EN PROCEDURE D'URGENCE)**

### **N°001/AONO/C.LIII/CIPM/PIB2026 DU 24/02/2026 POUR LA CONSTRUCTION DE LA ROUTE DE BONABILE LAYOUT À CHOP FARM ROAD Y COMPRIS LES OUVRAGES HYDRAULIQUES ET DE DRAINAGE**

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

(En Procédure d'urgence)

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

### 12 Recevabilité des offres

Chaque soumissionnaire devra joindre à ses pièces administratives, une caution de soumission établi par CDEC et une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, Elles devront obligatoirement être datées de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre ou par une compagnie d'assurance agréée par le Ministère chargé des finances.

### 13 Ouverture des plis

L'ouverture des plis se fera en un temps et aura lieu le **24/03/2026 à 13 heures** par la **Commission de Passation des Marchés de la Commune de Limbe III dans la salle de délibération de l'Hôtel de Ville de la Commune sise à la Commune de LIMBE III**. 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.

#### 14 Critères d'évaluation

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

- 1<sup>ère</sup> étape : Vérification de la présence et conformité du dossier administratif de chaque soumissionnaire ;
- 2<sup>ème</sup> étape : Analyse des offres financières
- 3<sup>e</sup> étape : Analyse de l'offre technique

Les critères d'évaluation des offres sont les suivants:

**Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou l'autorité administrative compétente, conformément aux dispositions du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'avis d'Appel d'Offres.**

En cas d'absence ou de non-conformité d'une pièce du dossier administratif lors de l'ouverture des plis, après un délai de 48 heures accordé par la Commission, l'offre sera rejetée.

NB : Les originaux des pièces administratives doivent être présentés pour vérification lors de la séance d'ouverture des plis

##### 14.1-Critères éliminatoires

- Absence ou insuffisance de la caution provisoire de soumission (CDEC);
- Absence d'autres documents administratifs pertinents ou Essentiels (non fourni après 48 hrs)
- Absence de certificat de catégorisation délivré par l'Autorité chargée des marchés publics
- Absence d'un certificat de catégorisation du MINMAP
- Fausses déclarations ou pièces falsifiées ou pièces scannées;
- Omission d'un prix quantifié dans le devis
- Non satisfaction d'au moins 75% des critères essentiel requis.
- Délai de livraison supérieur au délai prescrit ;
- Figurant sur la liste des entreprises suspendues du MINMAP

##### 14.2 Critères essentiels

L'évaluation sera faite sur la base des critères techniques prédéfinis pour une note globale de 100 points. Ces critères ont été groupés par rubriques ainsi qu'il suit:

- Présentation générale;
- Capacité financière;
- Sécurité sur le site;
- Rapport de visite du site par l'entreprise;
- Parapher et signer les dernières pages des clauses techniques et administratives particulières;

#### 15 Attribution

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la **moins-disant** et **techniquement qualifiée**, conformément à l'article 99 du Code des marchés Publics.

#### 16 Durée de validité des offres

Les soumissionnaires restent engagés par leurs offres pendant une période de quatre -vingt -dix (90) jours, à compter de la date limite fixée pour la remise des offres.

#### 17 Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus tous les jours aux heures ouvrables auprès des service du la **Commission de Passation des Marchés de la Commune de Limbe III dans la salle de délibération de l'Hôtel de Ville de la Commune de LIMBE III.**

LIMBE III, le 24/02/2026  
Le Maire de la Commune de Limbe III



Copies :

- Préfet du Fako,
- MINMAP/DD-Fako,
- ARMP/SW,
- Présidents CPM ;
- Affichage.

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REGION DU SUD - OUEST

DEPARTEMENT DU FAKO

ARRONDISSEMENT DE LIMBE III

COMMUNE DE LIMBE III

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# TENDER FILE

**CONTRACTING AUTHORITY:**

*THE MAYOR OF LIMBE III COUNCIL*

**TENDER BOARD:**

*LIMBE III COUNCIL INTERNAL TENDERS BOARD*

## TENDER FILE

**No. 001/ONIT/LIIC/L3C.TB/PIB2026 OF 18/02/2026**

**FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM  
ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES IN LIMBE III  
MUNICIPALITY**

***(emergency procedure)***

FINANCING: PIB 2026 MINTP. BUDGETARY

RECORD N°: 60363710320000080451523511

DOCUMENT N°2

General Regulations of the Invitation to Tender

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## A. General

### **Article 1: Scope of the tender:**

1.1 The Delegated Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an open national invitation to tender for the works described in the Special Regulations.

1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.

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

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

### **Article 3: Fraud and corruption:**

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

a) The following definitions shall be admitted:

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

a.2 Is involved in “fraudulent man oeuvres” whoever deforms or distorts facts in order to influence the award or execution of a contract;

a.3 “Collusive practices” shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

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

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

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

### **Article 4: Candidates allowed for competing:**

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

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

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

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

b.1 Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender;  
or

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

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

c. The bidder must not have been excluded from bidding for public contracts.

d. A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

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

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

5.3 The said material must be duly verified by the competent state engineer

**Article 6: Qualification of bidder:**

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

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

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

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

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

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

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

b. The bid and the contract must be signed in a way that is binding on all members of the group;

c. The nature of the group (Joint or several) must be specified in the Special Regulations and justified with the production of a Joint venture agreement in due form;

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

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

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

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

**Article 7: Visit of works site:**

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

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

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

**B. TENDER FILE**

**Article 8: Content of Tender File:**

8.1 The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1. The letter of invitation to tender.

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions; Document No.

6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices; Document

No. 8. The bill of quantities and estimates; Document No. 9.

The sub details of unit prices; Document No. 10. Model

documents of the contract:

- The execution schedule;

- Model of forms presenting the equipment, personnel and references;

- Model bidding letter;

- Model bid bond;

- Model final bond;

- Model of bond of start-off advance;

- Model of guarantee in replacement of the retention fund;

- Model contract;

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

- Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized to issue bonds for public contracts to be inserted by the Contracting Authority.

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

**Article 9: Clarifications on the Tender File and complaints**

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

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

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

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

**Article 10: Amendment of the Tender File**

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

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

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

**C PREPARATION OF BIDS**

**Article 11: Tender costs:** The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

**Article 12: Language of bid:** The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

**Article 13: Constituent documents of the bid**

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

**a. Volume 1: Administrative file:** It includes:

a.1 All documents attesting that the bidder:

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

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

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

**b. BB Volume 2: Financial bid:** The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

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

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

**Article 14: Bid price:**

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

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

**Article 15: Currency of bid and payment**

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

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

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

a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

15.3 **Option B:** The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

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

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

a. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

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

**Article 16: Validity of bids:**

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

16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time- limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorized to do so.

16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that

the Contracting Authority addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

**Article 17: Bid bond**

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

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

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

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

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

17.6 The bid bond may be seized:

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

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

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

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

**Article 18: Varying proposals of bidders**

18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

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

**Article 19: Preparatory meeting to the establishment of bids**

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

**Article 20: Form and signature of bid**

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

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

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

**D. SUBMISSION OF BIDS**

**Article 21: Sealing and marking of bids**

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

21.2 The external and internal envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

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

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

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

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

**Article 23: Late bids:** Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

**Article 24: Modification, substitution and withdrawal of bids**

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

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

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

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model

tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

## **E. OPENING OF ENVELOPES AND EVALUATION OF BIDS**

### **Article 25: Opening of envelopes and petitions**

25.1 The Tenders Board shall open the envelopes in single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

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

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

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

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

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

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

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

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

### **Article 26: Confidential nature of the procedure**

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

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

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

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-

committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

**Article 28: Determination of compliance of bids**

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

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

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

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

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

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

**Article 29: Qualification of the bidder:** The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfills the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

**Article 30: Correction of errors**

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

- a. Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- b. If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- c. Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

**Article 31: Conversion into a single currency**

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

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

**Article 32: Evaluation and comparison of financial bids**

32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying

the amount as follows:

- a. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
  - b. By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
  - c. By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
  - d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
  - e. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorized by the Special Regulations;
  - f. If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
  - g. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

**Article 33: Preference granted national bidders:** National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

**Article 34: Award**

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

**Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure:** The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorization of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

**Article 36: Notification of award of the contract:** Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

**Article 37: Publication of results of award and petitions**

- 37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.
- 37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 37.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline

of five (5) working days after the publication of the results.

**Article 38: Signing of the contract**

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

**Article 39: Final Bond**

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

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

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

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

DOCUMENT №3

**PARTICULAR REGULATIONS OF THE  
INVITATION TO TENDER**

**Article 00: DEFINITIONS AND DUTIES UNDER THE INVITATION TO TENDER**

- CONTRACTING AUTHORITY: *THE MAYOR – LIMBE III COUNCIL*

-DELEGATED PROJECT OWNER: *THE MAYOR – LIMBE III COUNCIL*

-CONTRACT ENGINEER: *THE DIVISIONAL DELEGATE PUBLIC WORKS - FAKO.*

-CONTRACT MANAGER: *THE CHIEF OF TECHNICAL SERVICE – CDO – LIMBE III COUNCIL.*

-OFFICIALS RESPONSIBLE FOR UNANNOUNCED CONTROLS OF THE EXECUTION: *THE CONTROL BRIGADE MINMAP  
- FAKO*

-CONTRACTORS: *TO BE SELECTED THROUGH THIS ONIT.*

**ARTICLE 1: Definition of Works**

Within the framework of the execution of the 2026 state budget, the Mayor of Limbe III Council hereby launches **OPEN NATIONAL INVITATION TO TENDER N° 001/ONIT/LIHC/FAKO/L3C.TB/PIB2026 OF 24/02/2026 FOR CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD , INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES**

**ARTICLE 2: Execution Dateline**

The maximum completion period of the works to the state of provisional reception is **three (03) months** and counting from the date of notification of the service order to start work

**ARTICLE 3: Source of funding**

The works which form the subject of this open national invitation to tender shall be financed by the Public Investment Budget of the Republic of Cameroon for the 2026 fiscal year, allotted to the authorizing officer.

**Article 4: Consistency of the bids**

The bid shall include a file for:

**Envelope A: Administrative documents**

It shall consist of the following documents, stapled and arranged in the following order.

1. **A Declaration of intention to tender** stamped, dated and signed by the bidder or group representative in conformity with the model attached.
2. **An attestation of non-bankruptcy** (not older that 03 months), issued by the court of competent jurisdiction of the place of residence of the bidder.
3. **An attestation of domiciliation:** Bank account in the name of the enterprise issued by a bank or any first-order credit institution approved by the Minister in charge of finance.
4. **Bid bond from CDEC (bank guarantee)** as indicated on the tender notice
5. **Treasury Receipt** showing the payment of the tender fee as stipulated in the tender notice.
6. **An attestation of CNPS:** current (not older that 03 months) certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his/her social contributions and destined for this tender
7. **Certificate of non-exclusion** attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts, not older that three (03) months issued by ARMP.
8. **Attestation of fiscal conformity** certifying that the bidder owes no taxes signed by the director or the head of tax center.
9. **A certified copy of valid Tax payer's card;**
10. **Plan and attestation of localization;**
11. **A copy of business registration;**
12. **Attestation of site visit;** signed by the bidder on honor with photos of the site and counter signed by the project owner.
13. **Group agreement;** as the case may be.
14. **Power of attorney;** signed by a notary or bailiffs
15. **Certificate of Categorization;** by MINMAP

**N.B:** All documents shall be originals as requested or certified true copies legalized by competent services or that which issued them and must not be more than three (03) months old.

**N.B:**

**Absence of the following documents shall results to outright rejection**

- ✓ Receipt for the purchase of tender file
- ✓ Bid bond
- ✓ a category D certificate of categorization from MINMAP;

- All bids not containing all the documents listed above or not in conformity with the models shall be simply rejected  
 The documents shall be arranged in the order listed above and separated from each other by color separators different from white.  
***Any document with double certification shall not be accepted.***

**Envelope B: TECHNICAL FILE**

It shall contain the documents cited below and placed in the following order:

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
B1	<b>Personnel list</b>	<p>It shall contain:</p> <ul style="list-style-type: none"> <li>☞ <b>Works Supervisor:</b> at least a holder of Degree in Civil Engineering with at least 5 years' experience in the field of construction or rehabilitation</li> <li>☞ <b>Foreman:</b> at least a holder of BAC F4 (Civil Engineering) with at least 5 years' experience in the domain of Construction.</li> <li>☞ <b>Mason;</b> at least BAC in Building construction/masonry and at least 03 years of experience</li> </ul>	<p>Attach for each person a</p> <ul style="list-style-type: none"> <li>• CV signed and dated</li> <li>• Certified copy of certificate</li> <li>• Attestation of Presentation of originals</li> <li>• Certified copy of valid ID card with 03 signatures of bearer</li> </ul> <p><i>(all key personnel must present a commitment of availability duly signed)</i></p>
B1	<b>Organisation of works/ methodology</b>	In conformity with article 7 below, it shall show clearly the organization of the enterprise <i>( methodology of execution, work schedule, site installation, supply of materials, etc)</i>	Date, signature and stamp of bidder at the end of each document
B3	<b>Sub-Contracting</b>	Information on the sub-Contract (equipment, personnel, references, etc)	Date and signature of sub-Contract. (only 30% of the contract may be sub-Contracted)
B4	<b>Attestation of site visit</b>	Attestation of visit to the site where the works are to be carried out signed by the bidder on honour. A site visit report signed by contractor or works supervisor. ( see attached format)	Dated and signed by the Contractor by honour.
B5	<b>Financial capability</b>	Attestation of pre-financing of an amount minimum 55% of the bid amount delivered by a banking institution recognized by MINFI/COBAC	Date and signature of bank Manager in charge.
B6	<b>Technical specifications</b>	Provided in tender file.	Initialed on every page and Signed and stamped on the last page.

## ENVELOPE B: FINANCIAL OFFER

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
C1	<b>The tender</b>	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. A Fiscal stamp of 1500 FCFA.
C2	<b>Unit Price Elaboration</b>	Format to be completed showing detail breakdown of prices.	Initials on each page, all pages stamped.
C3	<b>Bill of Quantities and Cost Estimates</b>	Format to be completed.	Initials on each page, signature on last page, all pages stamped.
C4	<b>Price enclosure Slip</b>	Format to be completed showing the unit prices.	Initials on each page and signature on last page, all pages stamped with enterprise function stamp.

All these documents are to be arranged in the above order and separated with colour Separators other than white.

### **Building materials, materials, supplies equipment and authorized services.**

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

### **Article 5 : Main eliminatory and qualification criteria of bidders 5.1-**

#### **Eliminatory criteria**

- Absence or insufficient bid bond from CDEC;
- Deadline of execution more than the prescribed;
- Absence of a Certificate of categorization;
- False declaration or falsified or scanned or forged documents;
- Omission of a quantified task on the bill of quantities and cost estimates
- Enterprise with an abandoned contract or uncompleted project (above contractual deadline with due justification) in the South West Region.
- Non satisfaction of at least 75% of the main qualification criteria
- Deadline for delivery higher than prescribed.
- Featuring on MINMAP'S list of suspended enterprises,

#### **5.2. Main qualification criteria:** The criteria relating to the qualification of candidates could indicatively be on the following:

- General presentation, compliance with the model bid,
- Financial capacity;
- Duration of execution;
- General presentation, compliance with the model bid;
- Methodology, organization of the site and relevance of proposed solutions;
- *Safety at site;*
- *Site visit report from the contractor*
- *Initialed and sign last pages of special technical administrative clauses*

### **ARTICLE 6: OBLIGATIONS AND CONDITIONS TO TENDER**

- 6.1 Any bid that does not respect any of the conditions for tendering shall not be received.
- 6.2 After submission no bids shall be withdrawn, modified or corrected for any reason. This condition shall apply before and after the submission date.

### **ARTICLE 7: THE BIDDING DOCUMENTS**

- 7.1 The documents that make up this tender are as follows:
- Document N<sup>o</sup>: 1: Invitation to Tender.
- Document N<sup>o</sup>: 2: The General Tender Regulation
- Document N<sup>o</sup>: 3: The Special Tender Regulation
- Document N<sup>o</sup>: 4: The Special Administrative Conditions (SAC/CCAG)
- Document N<sup>o</sup>: 5: Specifications Technical Conditions (STC/CCTP) Document

Nº: 6: Form for Bill of Quantities and Cost Estimates (BQCE) Document Nº: 7:

Form for Unit Prices (PES)

Document Nº: 8: Model Forms

- General information Form
- Submission Form
- Bank Guarantee Forms (Bid bond, Guarantee retentions)
- Form for Price Elaboration (Detail Pricing) (PE)

Document Nº: 9: Execution plans.

#### **ARTICLE 8: AMENDMENT OF BIDDING DOCUMENTS**

- 8.1 At any time prior to the dateline for submission of bids, the Limbe III Council Tenders Board, may modify the bidding documents for any reasons, whether at its own initiative, at the request of the Contracting Authority or in response to a clarification requested by a prospective bidder.
- 8.2 All prospective bidders that have received the bidding documents will be notified of all amendments in writing or be contacted by telephone to do so and all such modifications will be considered as an integral part of their bidding documents.
- 8.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Limbe III Council Tenders Board at its discretion, may extend the dateline for the submission of bids if there were any such amendments.

#### **ARTICLE 9: CALCULATION OF PRICES**

- 9.1 The amount shall be calculated on the bases of variable prices.  
The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his/her offer for each item.
- 9.2 The price enclosure slip must be completed. Any price lacking on this form shall be considered as follows:
- The corresponding price on the bill of quantities and costs estimates;
  - The highest corresponding price furnished by the bidder technically qualified, if it exist in the same lot,
  - The average of all the prices of bidders in the same lot if the bidder is the only qualified one.
- 9.3 The bidder shall express the prices in the PES and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.  
The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.  
The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder.

#### **ARTICLE 10: PRESENTATION OF BIDS**

- 10.1 Signature of bids – Power of Attorney  
10.1.A All the signatures and initials needed for the tender and indicated in this article must be those of the bidder himself or his/her representative duly mandated.  
10.1.B If the bidder is a group of enterprises, each group member or representative must sign the bidding documents such that the result shall be a joint offer.  
The group shall choose a common representative who shall receive Service Orders and carry out all transactions in the name of the group.
- 10.2 Presentation of bids  
The bid shall be presented in seven (07) copies (one (01) original and six (06) copies) marked as such and put inside three (03) sealed envelopes comprising the following:

All these documents are to be arranged in the above order and separated with colour separators.

**Note:** Plans supplied with tender file should not be submitted.

#### **10.3 SUBMISSION OF OFFERS AND OPENING OF BIDS**

Envelopes A, B, a are to be sealed and each envelope shall be marked “**ADMINISTRATIVE DOCUMENTS, FINANCIAL OFFER**” as the case may be. The three envelopes shall be placed in a fourth envelope, sealed and shall carry the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER**

**N° 001/ONIT/LIHC/FAKO/L3C.TB/PIB2026 OF 24/02/2026**

**FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP  
FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE  
STRUCTURES**

**(BY EMERGENCY PROCEDURE)**

**(TO BE OPENED ONLY DURING THE BIDS OPENING SESSION)**

All bids shall be deposited online using the Coles platform and a backup copy must be deposited at the Mayor's office, at the office of the secretary of the Limbe III Council Tenders Board. Any bid opened prematurely shall be rejected and returned to the bidder.

**ARTICLE 11: TECHNICAL PROPOSALS**

Proposals for different variants can be accepted from the bidder but the bidder has the obligation of costing the variant in the tender file.

**ARTICLE 11: BID BOND**

The bidder shall furnish a bid bond from CDEC (provisional caution) of two million **(2,000,000) francs CFA** from a banking institution of the first order accredited by the Ministry in charge of Finance according to the criteria of COBAC.

**ARTICLE 11: TENDER**

Each bidder shall tender following the conditions laid down in this tender file.

**ARTICLE 12: CURRENCY**

The unit prices shall be calculated in Francs CFA, and furnish in figures and words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA.

**ARTICLE 13: PAYMENT MODALITIES**

The CONTRACT shall be paid upon presentation of monthly installments "Décomptes" established from attachments signed by Project Manager and visa by the Contracting Authority showing the work progress, presented by the CONTRACT Engineer and countersigned by the Contract Manager (Authorizing Officer) and the CONTRACT.

**ARTICLE 14: IMPORTATION OF MATERIALS**

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

**ARTICLE 15: VERIFICATION OF BIDS**

13.1 The administration has a period of one (01) month to examine the bids and make its choice. It shall eventually rectify, as indicated in article 5.3, the bidding amount without any objection from the bidder.

13.2 At the request of the tender board, the bidder shall furnish in writing, within seven (07) calendar days, any information necessary for the examination of his/her bid or concerning errors and omissions noted.

13.3 The tender board reserves the right to summon the bidder at his/her expenditure for complementary explanations. Any errors discovered by the tender board shall be rectified as follows:

13.3.1 Where there exist a difference between the amount in figures and the amount in letters, the amount in letters shall be taken as correct;

13.3.2 Where there exist a difference between a unit price and the amount obtained by the product of unit price and the quantity, the unit price shall be taken, except the tender board estimates that it is an error of decimal point, in which case the amount is taken and the unit price corrected.

13.3.3 The sub-committee for the evaluation of bids, whose president shall be designated by the Limbe III Council Tenders Board, shall be constituted during the bid opening session

**ARTICLE 16: VALIDITY OF BIDS.**

The bidder shall be bound by his/her bid for a period of ninety (90) days from the day of submission of bids. If at the end of this period the CONTRACT is not notified to the bidder, he can withdraw his/her bid or accept the extension of duration on the written request of the administration.

The opening of bids shall take place on the date and place prescribed in the tender file. Envelopes received from prospective bidders shall be opened at once and evaluated in two stages.

**1) OPENING OF ENVELOPES (A) (B) and (C) (FIRST STAGE)**

- **OPENING/EXAMINATION OF ENVELOPE (A);**  
(Administrative documents) shall be opened in public and the conformity of the documents shall be verified. The administrative documents must be complete, valid and authentic. The bid bond must conform to the format submitted. Only bids with documents that meet these requirements shall have their other envelopes evaluated.
  
- **OPENING/EXAMINATION OF ENVELOPE (B);**  
(Technical Offer) shall be opened in public to determine whether the file is complete with the authenticity of documents checked and whether the documents are legalized by the competent services concerned and placed in the recommended order.
  
- **OPENING/EXAMINATION OF ENVELOPE (C);**  
(Financial Offer) shall be carried out only for bids that have sailed through the first two steps. Bids amounts shall be read out in public as inscribed in the financial offer of the bidder.

**NB:** Copies of the financial offer shall alongside the Administrative offer, be handed to a Sub-Technical committee for verification and evaluation.

**NB:**

The minimal technical acceptable mark is 100% of the technical mark, All bids having less than 100/100 of the technical marks shall be eliminated.

**17.1 EVALUATION OF TECHNICAL OFFER**

<b>A. General presentation of bids</b>	
- Presence of all documents .....	yes/no
- Properly bound.....	yes/no
-Is the Table of content coherent.....	yes/no
- Separators in colour apart from white.....	yes/no
- Order prescribed respected.....	yes/no
- Clearness of the documents.....	yes/no
<b>TOTAL 1</b>	<b>/6</b>
<b>B. Qualification of site personnel</b>	
- Organizational Chart of the enterprise.....	yes/no
- Organizational Chart of site with comments .....	yes/no
<b>Works Supervisor: Holder of at least a degree in Civil Engineering</b>	
- Certified copy of valid NIC bearing 03 signature of bearer...	yes/no
- Certified copy of Diploma of Works Director.....	yes/no
- CV signed and dated by Works Director.....	yes/no
- Professional experience of Works Director at least five years.....	Yes/no

- Atleast 2 similar projects	
- Attestation of presentation of original diploma of Works Director ...	yes/no
<b>Site foreman: Civil Engineering technician (holder of at least BAC F4 or equivalent)</b>	
- Certified copy of valid NIC bearing 03 signature of bearer.....	yes/no
- Certified copy of certificate of site Foreman.....	yes/no
- CV signed and dated by site foreman.....	yes/no
- Professional experience of site foreman at least five years .....	yes/no
- Atleast 2 similar projects ...	yes/no
<b>mason; at least BAC in building construction/masonry and at least 03 yrs of experience</b>	
- Certified copy of valid NIC bearing 03 signatures of bearer.....	yes/no
- Certified copy of diploma	yes/no
- CV signed and dated	yes/no
<b>Tiler; at least CAP in Civil Engineering or equivalent and at least 03 yrs of experience</b>	
- Certified copy of valid NIC bearing 03 signatures of bearer.....	yes/no
- Certified copy of diploma	yes/no
- CV signed and dated	yes/no
<b>Painter; at least CAP in Civil Engineering or equivalent and at least 03 yrs of experience</b>	
- Certified copy of valid NIC bearing 03 signatures of bearer.....	yes/no
- Certified copy of diploma	yes/no
- CV signed and dated	yes/no
<b>Electrician; at least HND in electricity and atleast 03 yrs of experience</b>	
- Certified copy of valid NIC bearing 03 signatures of bearer.....	yes/no
- Certified copy of diploma	yes/no
- CV signed and dated	yes/no
<b>TOTAL 2</b>	<b>/24</b>
<b>C. The methodology of intervention and execution of work</b>	
- Site Visit report signed and dated by the bidder or dully authorized representation with photos of the site.....	yes/no
- Coherence Detailed technical note on the organization and execution of works...	yes/no
- Coherence synchronized Planning of execution of works.....	yes/no

Coherence of the General Security and Safety Plan (GSSP) within the building site.....	yes/no
- Coherence socio - environment measures for the site protection..	yes/no
- Coherence in the organization of the site.....	yes/no
- Plan of supply of constructional materials and storage conditions.....	yes/no
- Coherence detailed manpower deployment plan.....	yes/no
-Technical note on the observations and recommendations.....	yes/no
- CCTP dully initialled on each page, signed, dated and stamped on the last page	yes/no
-SAC and model contract each page, initial and signed	Yes/no
<b>TOTAL 3</b>	<b>/11</b>
<b>e- Pre-financing</b>	
Attestation of credibility shall be at least 55% of the bid price.....	yes/no
<b>TOTAL 4</b>	<b>/1</b>
<b>TOTAL = TOTAL 1 + TOTAL 2+ TOTAL 3 + TOTAL 4</b>	<b>/42</b>

**NB:**

The minimal technical acceptable mark is 75% of the technical mark, i.e. 33/42. All bids having less than 75/100 of the technical marks shall be eliminated.

**17.1:Evaluation of Financial Offer:**

Careful study shall be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount. The prices on the **PES** in words shall have priority over those of the **BQCE** and **SDE**. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder. Any laxity noticed at the study of prices shall lead to the disqualification of the bid.

**17.2: CHOICE OF CONTRACTOR (CRITERIA OF AWARDING CONTRACT):**

According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder, careful study must be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount.

**ARTICLE 18: PROCEDURE OF AWARD OF CONTRACT**

The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public contracts.

18.1 The winner shall be notified through his/her official address or public media. He shall in five (05) days fulfil the formalities related to the awards, especially to submit seven (07) copies of the proposed contract that he/she has completed and signed, to the office of the Delegated Contracting Authority for final signature.

18.2 In the case where the enterprise does not fulfill these conditions, his/her choice shall simply be annulled without further notice and the next contender shall be called in for replacement.

Once the Delegated Contracting Authority has signed the contract, the contractor shall be notified with immediate effect. He has three (03) days to contact the Authorizing Officer for the beginning of execution of works following notification of the Service Order to start work by the control Engineer. Failure to respect the date line shall call for withdrawal and eventual cancellation of contract.

18.3 The present contract can be cancelled outright in the cases provided for by Decree N<sup>o</sup>.:2004/275 of 24<sup>th</sup> September 2004 in the Public Contracts Code.

# TENDER FILE

**DELEGATED CONTRACTING AUTHORITY:**

*THE MAYOR OF LIMBE III COUNCIL*

**TENDER BOARD:**

*LIMBE III COUNCIL INTERNAL TENDERS BOARD*

**TENDER FILE**  
**No. 001/ONIT/LIIC/L3C.TB/PIB2026 OF 18/02/2026**  
**FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM**  
**ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES IN LIMBE III**  
**MUNICIPALITY**  
***(emergency procedure)***

**FINANCING: PIB 2026 MINTP.**

**BUDGETARY RECORD N°: 60363710320000080451523511**

**SPECIAL ADMINISTRATIVE CONDITIONS (SAC/CCAP)**

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## CHAPTER I: GENERAL PROVISIONS

### Article 1: AIM OF THE CONTRACT.

The present Contract has as objective, the construction of **ROAD BONABILE LAYOUT TO CHOP FARM ROAD, INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES.**

**By Emergency Procedure.**

### Article 2: Method of award

This Contract is awarded by urgent open national invitation to tender in accordance with decree NO: 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code and subsequent texts.

### Article 3: COMPOSITION OF DOCUMENTS OF THE CONTRACT

The constituent contractual documents of the present contract are by order of priority:

#### 3.1 Files of Particular Order

- The present Notebook of Special Administrative Conditions (SAC/CCAP)
- The Notebook of Special Technical Conditions (STC/CCTP)
- The Quantitative and bill of estimates,
- The Tender file
- The Planning of works

#### 3.2 - General Applicable instruments/legislation in force

This Jobbing order shall be governed by the following legal instruments:

1. *Law N°92/007 of 14 August 1992 bearing on the Labour Code;*
2. *Framework Law No. 96/12 of 5 August 1996 on the management of the environment;*
3. *The Mining Code;*
4. *Instruments governing the various professional bodies;*
5. *Law N°2002/003 of 19 April 2002 on the General Tax Code;*
6. *Law N°2018/011 of 11 July 2018 to lay down the Code of Transparency and Good Governance in the Management of Public Finance in Cameroon;*
7. *Law N°2018/012 of 11 July 2018 to establish the Fiscal Regime of the State and other Public Entities;*
8. *Law N°2021/026 of 16 December 2021 on the Finance law of the Republic of Cameroon for the 2022 financial year;*
9. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
10. *Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;*
11. *Some provisions of Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
12. *Decree No2012/076 of 8 March 2012 modifying and completing some provisions of Decree No2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency;*
13. ***Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code; and its subsequent application texts;***
14. *The General Administrative Conditions applicable on works public contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;*

15. **Circular No.0001877/C/MINFI of 31<sup>st</sup> December 2025 bearing 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 2026 financial/fiscal year;**
16. *Unified Technical Documents (DTU) for building works;*
17. *Applicable technical standards in Cameroon or alternatively, French or European Standards in the domain;*
18. *The texts governing the trades of the works covered by this jobbing order.*

#### **Article 4: DEFINITIONS AND ATTRIBUTIONS**

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

- **CONTRACTING AUTHORITY:** *THE MAYOR OF LIMBE III COUNCIL.*

-**AUTHORISING OFFICER/PROJECT OWNER:** *THE MAYOR OF LIMBE III COUNCIL.*

-**CONTRACT ENGINEER:** *THE DIVISIONAL DELEGATE PUBLIC WORKS FOR FAKO*

-**OFFICIALS RESPONSIBLE FOR UNANNOUNCED CONTROLS OF THE EXECUTION:** *THE DIVISIONAL CHIEF OF CONTROL BRIGADE MINMAP.*

- **CLEARANCE:** *SPECIAL FINANCE CONTROLLER - LCC*

-**PAYMENT TREASURY :** *PAY MASTER GENERAL*

-**CONTRACTORS:** *TO BE SELECTED THROUGH THIS ONIT.*

-**OFFICIALS RESPONSIBLE FOR UNANNOUNCED CONTROLS OF THE EXECUTION:** *He shall carry out unannounced controls for the good execution of the works of this Contract as per their attributions The role of the contractor shall be played by the selected enterprise.*

**CONTRACT MANAGER:** *CHIEF OF TECHNICAL SERVICE – CDO LIMBE III COUNCIL*

#### **Article 5: REPRESENTATION AND DOMICILIATION OF THE ENTREPRENEUR.**

5.1- Within fifteen (15) days that follow the date of notification of the service order to begin works, the entrepreneur should designate the site foreman who will have the right of representation and sufficient decision to direct the site, to do the necessary supplies and to engage the enterprise.

5-2 - For the execution of the present Jobbing Order, the entrepreneur “elects domiciliation in **Limbe** ". In case of change of domiciliation without informing the administration, all notifications destined to the entrepreneur will be addressed to Limbe III Council notice board the place of execution of works.

#### **Article 6: SERVICE ORDERS AND CORRESPONDENCES.**

All Service orders of administrative natures and those with financial incidences shall be signed by the Contracting Authority and notified by the project owner or his/her representative. Service orders of technical natures shall be signed by the control engineer and notified by the project owner. The entrepreneur has ten (10) days within which he has to give observations on all service orders received. The fact of giving out some reservations does not free the enterprise from executing the service orders received.

### **CHAPTER II: EXECUTION OF WORKS**

#### **Article 7: KNOWLEDGE OF THE SITE AND GENERAL CONDITIONS OF WORKS**

The entrepreneur shall visit the site at his/her expense to acquaint him/herself with the effective work to be done and make concrete performance proposals. He is expected to have visited and acquainted himself with the site of works and the surroundings so as to have adequate knowledge of all its features, the nature of works to be executed, the importance of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:

- The general conditions of execution of works and in particular the specific needs,
- The proper physical conditions of the work site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc),

- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table),
- The local conditions, particularly those of supplying and storage of the materials,
- The means of communication, transportation, and the supply of water and electricity,
- The possibility of sufficiently providing the qualified manpower,
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him,
- The possible presence of nearby enterprises also executing distinct contracts,
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

In conclusion, he must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices.

To this effect, he will not be able to take advantage of any mistake, omission or imprecision's contained in the clauses of the Contract Notebook.

He will regularize if the case arises, the damages without intervention of the administration. The

contractor shall be installed on the site by a Commission comprising of:

- The Mayor or his Representative ..... Chairperson
- \_The Divisional Delegate MINTP or her representative ..... Secretary
- The Chief of Technical Service (CDO - LIMBE III) Contract Manager ..... Member
- The Divisional Delegate of MINMAP or his representative ..... Observer
- The Stores Accountant – Limbe III ..... Member
- The entrepreneur .....Member

**Article 8: CONSISTENCY OF WORKS**

The works, that form the subject of the present contract, consist of all works foreseen in the quantitative and bill of estimate.

**Article 9: ROLE AND RESPONSIBILITY OF THE ENTREPRENEUR**

The entrepreneur has as mission to assure the execution of works under the control of the control engineer and in accordance with the rules and norms in force.

The entrepreneur is responsible with regard to the administration, of the organization and the conduct of the site, of the quality of the materials and supplies used by him, of their perfect adaptation to the needs of the site and the good execution of works.

Works will be executed in accordance with the plans and technical specifications, according to the rules of art and according to the technical norms in force.

To this effect, the entrepreneur should take all measures to provide all necessary means and to hire the whole specialized staff.

The entrepreneur remains responsible for the totality of the site, including interventions of his/her accepted subcontractors. It is his/her responsibility to assure the coordination of the benefits of the suppliers, of the subcontractors whose contest is necessary to him for the different working corps on site, in due time their intervention under his/her direction and the good execution of the orders given by the control engineer.

Regular site meetings will be held at the initiative of the control engineer. The participation of the site foreman to site meetings will be obligatory. To this effect, the entrepreneur will keep a site register that will be available to the control engineer and his/her representatives.

**Article 10: DURATION OF EXECUTION**

The works foreseen in the present contract must be finished within **Four (04) month** starting from the date of the notification by the control engineer to begin works.

**Article 11: PROGRAM OF EXECUTION**

Within ten days from the date of notification of the award of the contract, the entrepreneur will submit to the contract engineer the program of works in five copies for approval. **The contracting authority shall ONLY sign the contract when the approved program of execution is at his level.**

The entrepreneur will constantly hold up to date the planning of works, considering the advancement of the site works. The important modifications brought to this program will only be applied after having received the control engineer's previous agreement.

It will be established every month end, at the entrepreneur's diligence and at his/her expenses, the state of advancement of works to be sent to the administration in seven copies.

**Article 12: PLANS AND DOCUMENTS OF EXECUTION.**

The plans of details and other necessary documents for the execution of works will be established by the contractor on the basis of the technical file.

Before the final reception, the contractor will hand to the contract engineer three (03) copies of the plans of works really executed (as-built/plan de récolement) with one reproducible original.

**Article 13: SUBCONTRACTING OF WORKS**

All subcontracting to a third enterprise of the execution of a part of the works foreseen in the present Contract is subordinated to the prior authorization of the Delegated Contracting Authority.

**Article 14: PENALTIES AND RESTRAINT OF DELAY**

In case of delay on the duration of execution of works fixed by this present contract, the entrepreneur will be liable to lateness penalties whose rate corresponds to 1 /2000<sup>th</sup> of the amount of the Contract from the first to the thirtieth day of delay and 1 /1000<sup>th</sup> of the amount of the Contract for each day above 30 days of lateness. Where the total penalty amount exceeds 10% of the Contract amount, the Contract will be terminated Article

**15: RECEPTION OF WORKS**

**15-1. Prior Operations to the Reception of Works.**

Before the reception of works, the entrepreneur will request the control engineer by writing, for the organization of a visit to the site (technical acceptance of works executed). This visit includes operations among others:

- The qualitative and quantitative knowledge of the works executed;
- The tests possibly foreseen by the STC/CCTP;
- The possible observation of the non-execution of the works foreseen in the contract;
- The relative observations to the completion of works;
- The observations of the quantities of works effectively executed.

These operations are the object of a written report signed by the control engineer and countersigned by the entrepreneur. At the end of this pre-reception visit, the control engineer may possibly specify the reserves raised and the corresponding works to be done before the date of reception that will be fixed by the Authorizing Officer.

**15-2 Provisional Reception of Works**

The provisional reception commission will be composed of:

- The Mayor or Representative..... Chairperson
- The Divisional Delegate MINTP or her representative ..... Secretary
- The Divisional Delegate (MINTP) contract engineer ..... Member
- The Divisional Delegate of MINMAP or his representative ..... Observer
- The entrepreneur ..... Member

This commission shall examine the report of the previous operation minutes to the reception and shall proceed to the reception of works if necessary. This will be the object of a reception report signed by all members in 07 copies (01) copy to the Divisional Delegate of Public Contracts (Fako) in the case where the works are executed completely following norms and in conformity with the technical plans.

**15-3 Final reception**

The final reception will be pronounced by the same commission one (01) year after the provisional reception if all tests and tests of technical character give satisfaction.

The Contract won't be considered finally executed except on deliverance by the administration, of a final reception report.

**Article 16: OBLIGATION OF THE ENTREPRENEUR**

The entrepreneur is expected to have knowledge of the site and the conditions for the execution of the works which are the subject of this present Jobbing Order. He is held otherwise to fulfil his/her fiscal duties to the staff deployed for the execution of the works and should put in place an installation and an organization of the site guaranteeing the security of supplies and people on the site. He will be held responsible therefore for any damage that would occur on the material and people on the site because of his/her works until the end of the period of guarantee.

The entrepreneur is responsible with regard to the Delegated Contracting Authority of the quality of the materials and supplies used their perfect adaptation to the needs of the site, and the good execution of works.

The entrepreneur will be held fully responsible for accidents and damage of all nature that would occur to his/her staff, third parties, agents of the control engineer, his/her material for the realization of the present contract, during the execution of the works.

He has the obligation to put back to original state the surrounding works damaged because of his/her works.

#### **Article 17: INSURANCES**

The entrepreneur should justify that he is a holder of a civil responsibility insurance policy, for the damage of all nature caused to a third party:

- a) By his/her salaried staff in activity;
- b) By the material that he uses;
- c) Because of the works.

Otherwise, the site should be covered concerning the works by a global site insurance delivered by a company recognized by the ministry in charge of finance. The inherent expenses to this insurance are the entrepreneur's load.

No payment with the exception of the advance of starting will be done without presentation of a certificate of a company proving that the entrepreneur fully regularizes the insurance premium or relative contributions to the works of this present Jobbing Order.

The entrepreneur has duration of fifteen (15) days from the date of the service order requesting him to begin works to present a certificate from an insurance company proving that he fully regularized the insurance premium or relative contributions to the works of this present Jobbing Order.

#### **Article 18: DURATION OF GUARANTEE**

The duration of guarantee for all works undertaken in this Contract is fixed at one (01) year, counting from the provisional reception date. This duration will be prolonged until works have been put in state of final reception. Until the moment of this reception, the entrepreneur should assure the charge of all repairs or repairing whatever there are.

### **CHAPTER III - FINANCIAL PROVISIONS**

#### **Article 19: THE AMOUNT OF THE**

#### **CONTRACT**

The Contract is a unit price contract. The amount of the Contract is closed at the sum of **One hundred million (100,000,000) FCFA TTC**.

The prices presented on the unit price slip are supposed to have been established on the basis of the economic conditions in force in the Republic of Cameroon.

#### **Article 20: METHOD OF PAYMENT OF WORKS**

Works will be paid on the basis of the deductions established by the control engineer in accordance with the real value of works executed and taken in to consideration for part payment by the control engineer.

#### **Article 21: BANKING DOMICILIATION**

The payments will be done through the **General Treasurer of Buea** to bank account N° .....opened by the entrepreneur in the ....., Agency of ..... All banking domiciliation modification can only be effected by way of an additional clause.

#### **Article 22: FINAL SECURITY BOND**

The final security bond guaranteeing the complete execution of works will be constituted within twenty (20) days counting from the date of notification of the present Contract by the control engineer.

Its amount is fixed at 2% of the total amount all taxes included of this jobbing Order.

The final security bond can be replaced by a personal and interdependent guarantee by a first rate banking establishment installed in the Cameroonian territory and accepted by the Ministry in charge of Finance.

At completion of the corresponding amount for the contract, the security bond will be restored, or the banking guarantee of substitution freed on written request by the entrepreneur, after the provisional reception of works.

#### **Article 23: GUARANTEE DEDUCTIONS**

A deduction of 10% of the amount with all taxes will be done on every payment as guarantee of works, which will only be freed after the final reception that will take place within one year after the provisional reception of works.

**Article 24: START OF ADVANCE**

It may be granted to the entrepreneur on express request and after justification on his/her part, an advance for starting of works according to Decree N° 2018/366 of the 20/06/2018 whose amount will be at most equal to twenty percent (20%) of the nominal amount of the Jobbing Order. This advance will be guaranteed at one hundred percent (100%) by a first rate banking establishment accepted by the Ministry in charge of Finance.

**Article 25: FISCAL AND CUSTOMS REGIME**

This present Contract is subjected to the fiscal and customs regime in force in the Republic of Cameroon.

**Article 26: SECURITY**

In application of the regime of public contract as security instituted by the decree N° 2018/366 of the 20/06/2018 are designated as follows:

1. Person responsible for the liquidation of the Contract: **authorizing officer**.
2. The Treasury in charge of the payments: **General Treasurer of Buea**
3. Competent civil servant to provide information enumerated with respect to the execution of this present Contract: **the project owner**.

**Article 27: Stamp duty and registration of contracts (article 37 of GAC)**

Thirteen (13) original copies of the Contract will be produced, (07) copies will be stamped and will be registered at the entrepreneur's expenses, in accordance with the regulation in force. The entrepreneur has duration of 15 days maximum from the date of signing of this present Contract to have already done its registration. After this dateline, the Contract can be liable to termination by right. After registration, the Contract should be returned on time prescribed by the competent service for distribution.

**Article 28 : PROVISION FOR PENALTIES**

No to the state but yes to service provider

**CHAPTER IV - VARIOUS PROVISIONS****Article 29: LITIGATIONS**

All litigations occurring between the two parties in respect of the execution of this present Contract shall be the Subject of tentative reconciliation conciliation by direct understanding.

Failure to reach the out-of-court settlement, all differences ensuing from the Contract will be carried before the competent Cameroonian jurisdiction in accordance with decree N° 2018/366 of the 20/06/2018.

**Article 30: CASE OF FORCE-MAJEURE**

None of the parties will be considered to have failed in his/her contractual engagements so long as the execution of the works has not been delayed, hindered or prevented either by a cause of absolute necessity. Will be considered like cause of absolute necessity acts, situations or events escaping the control of the parties and presenting an unforeseeable and irresistible character.

The entrepreneur will see his/her responsibility freed only if he informs the administration of his/her intention by writing invoking this cause of absolute necessity and this/her, before the end of the tenth (10<sup>th</sup>) day after the event.

In any case, it is incumbent on the administration to appreciate the evoked causes of absolute necessity and the proofs provided by the entrepreneur.

**Article 31: TERMINATION**

This present Contract can be terminated as foreseen in Decree N° 2018/366 of the 20/06/2018 regulating public contracts.

**Article 32 and last: VALIDITY**

This present Contract will only become final after its signature by the Public Independent conciliator LIMBE III COUNCIL. It will enter in force from its notification to the entrepreneur by the control engineer.

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER WITH The enterprise..... B.P

.....

	<b>THE</b>  Buea, the.....
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**ENTREPRENEUR**

**READ AND APPROVED BY THE**

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**FINANCING: PIB 2026 MINTP**

**RECORD N°:**

# TENDER FILE

**CONTRACTING AUTHORITY:**

*THE MAYOR OF LIMBE III COUNCIL*

**TENDER BOARD:**

*LIMBE III COUNCIL INTERNAL TENDERS BOARD*

**TENDER FILE**  
**No. 001/ONIT/LIIC/L3C.TB/PIB2026 OF 18/02/2026**  
**FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM**  
**ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES IN LIMBE III**  
**MUNICIPALITY**  
***(emergency procedure)***

**FINANCING: PIB 2026 MINTP.**

**BUDGETARY RECORD N°: 60363710320000080451523511**

**TECHNICAL SPECIFICATION AND DESCRIPTIVE NOTE**

## TECHNICAL SPECIFICATION AND DESCRIPTIVE NOTE

The present description and specification outlines the scope of works to be carried out and the nature of materials to be employed as well as relevant constraints that will result to a quality construction product.

### **1 PRELIMINARY WORKS AND SITE INSTALLATION**

#### **1.1 The General Manager / Director**

He should be the General Manager / Director of the Enterprise: He coordinates the activities of the enterprise in liaison with the site Engineer and all the Administration.

#### **The site Engineer**

He should be a holder of the Bachelor of Science in Civil Engineering and must have at least three years working experience in road construction and maintenance. He is the permanent representative of the enterprise on the site. He works in collaboration with the control mission. He defines the appropriate work to be executed and the supervision of the site foremen. He orders the materials to be used on the site and assures at all times the follow-up of the planning and the quality execution of work. He also holds regular meetings with the foreman and control missions.

#### **The Site Foreman**

He should either be a Senior Civil Engineering Technician or Technician in Civil Engineering with a two years working experience in road, bridges and culverts constructions. He supervises the work of the team leaders and fills the daily report.

#### **The labourers**

He should be hard working and can be recruited locally

### **1.2 DEFINITION OF WORKS**

#### **1.2.1: SITE INSTALLATION**

It consists of presenting the team of work for the execution of the project and with a localization pattern of a site hut and the presence of equipment and personnel.

After identification of the storage area for materials and equipment, the site board is then erected giving a clear image of the purpose and conditions of the project. Its unit of payment is by lump sum.

#### **1.2.2: Bringing and removal of equipment**

It consists of bringing of materials and equipment to be used for the project and also the caring away of the equipment from the site.

#### **1.2.3: Project Execution plan**

It is the duty of the contractor to realize the structure and the execution plans that shall be approved by the Project Engineer. It consists of a description of works to be executed with elaborate plans and drawing

### **100: CLEARING AND EARTH WORK / CARRIAGE WAY WORKS**

It consists of clearing two meters away from the sides of the road, and also the removal of weeds on both sides of the road. Its price is evaluated per meter square (M<sup>2</sup>).

It consists of:

- Preliminary works and site installation;
- Mobilization and demobilization of equipment
- Studies, execution plans and as-built plans
- Filling with laterite/pozzolan from borrow pit
- Grading and compacting of roadway including creation of gutters and offshoots
- Sand layer ( thickness =05cm)
- Cleaning of hydraulic structures
- Repair and cleaning of existing stone gutters
- Construction of rectangular stone gutters 50x60
- Supply and laying of interlocking Paved blocks (thickness =12 cm) including all suggestions
- Reinforced concrete slabs dosed at 350kg/m<sup>3</sup>
- Reinforced concrete road side borders dosed at 350kg/m<sup>3</sup>
- Repairs of reinforced concrete road at 350kg/m<sup>3</sup>

101: Backfill with suitable material or laterite from borrow pit with thickness of 20cm along the roadway, with and average width of 6m

102: Light grading of roadway with creation of homogenous slope and compaction of road platform with width of 4-5m from PK 0-360, 6m from PK-360 to PK 800 and 7m from PK 800 to 1000

103: Wearing course with mix pouzolan and laterite varying width of 5m, 6m and 7m with a thickness of 15cm throughout

### **200: DRAINAGE AND STRUCTURES**

- Cleaning of hydraulic structures
- Repair and cleaning of existing stone gutters
- Construction of rectangular stone gutters 50x60

It consists of putting in place all the accessories for the construction of a concrete gutters  $0.5 \times (0.5 < h < 0.6)$ . Construction of triangular stone gutters and concreting of road with diameter  $\varnothing 06$ mm rod, task to be realized as follows; putting in place of the form work and reinforcement. The unit of evaluation is ( $m^3$ ).

Assembling of all the necessary accessories for constructing the stone gutters

- Setting out and pegging of the gutters.
- Excavation of the gutters
- Compaction of the excavated zone to receive gutters.
- Construction of triangular stone gutters  $80 \leq W \leq 130$  ;  $H = 65$ )

### **300: ENGINEERING STRUCTURES**

- Supply and laying of interlocking Paved blocks (thickness =12 cm) including all suggestions
- Reinforced concrete slabs dosed at 350kg/m<sup>3</sup>
- Reinforced concrete road side borders dosed at 350kg/m<sup>3</sup>
- Repairs of reinforced concrete road at 350kg/m<sup>3</sup>

It consists of putting in place all the accessories for the construction concreting of the road with matting of diameter 6 rods dosed at 350kg/m<sup>3</sup> and 10cm thickness. This task has to be realized as follows; putting in place of the form work and reinforcement. The unit of evaluation is ( $m^3$ ).

## II. SPECIFIC ENVIRONMENTAL AND SOCIAL CLAUSES

### **1 Information and accompanying measures**

The contractor shall, in conjunction with the Engineer, ensure strict compliance with the following guidelines the following guidelines:

1. Carry out a communication and awareness campaign prior to the work on the work schedule of work, service interruptions and traffic detours, as required;
2. Limit construction activities at night. If necessary, ensure that night work is carefully planned and carefully planned and that the community is informed so that it can take the necessary can take the necessary measures;
3. Signpost the work;
4. Conduct STI/HIV/AIDS awareness campaigns for workers and local populations.
5. Prohibit: (i) cutting down trees for any reason outside the approved construction zone (ii) hunting or capturing local wildlife; (iii) using unapproved toxic products, such as products, such as lead paint; (iv) disturbing anything of architectural or historical value historical value;
6. The community will be notified at least five days in advance of any service interruption (water, (water, electricity, telephone), through the press (giving priority to community or local radio stations where they exist).

### **2 Site installations**

The Contractor will propose the location of his site installations to the Contractor before the start of the works and will request authorisation to install them by means of a verbal note (as evidenced by the site report).

The site must be chosen outside sensitive areas, in order to limit the clearing of undergrowth, the uprooting of shrubs and the felling of trees. In the site installation area, trees with a diameter greater than 20 cm measured at 1 m from the ground may be pruned and felled with the prior agreement of the contract engineer.

The site must provide adequate water drainage over its entire surface area. Maintenance must be concreted and include a sump for collecting oils and grease. and grease. These maintenance areas should slope towards a sump created for the purpose

and towards the inside of the platform in order to prevent the accumulation of water. towards the inside of the platform to prevent pollutants from running off into the unpaved ground.

At the end of the work, the contractor will carry out all the work required to restore the site.

The contractor must remove all equipment, machinery and materials. He must demolish all fixed installations such as foundations, concrete or metal supports, etc. demolish concrete areas, decontaminate decontaminate the soil if this has been done, or generally return the site to as close to its original state as possible. to its original state. He may not abandon any equipment or materials on the site or in the surroundings. For the storage of demolition materials, the Contractor must obtain the approval of the site from the contract engineer. The materials must be covered with a layer of earth, and the site must be adequately drained to prevent erosion.

Once the equipment has been removed, a report drawn up under the responsibility of the inspection team will record the restoration of the site. It must be drawn up and attached to the works acceptance report.

Payment of the fixed price for the removal of the equipment can only be made on the basis of this report recording the restoration of the site, including the quarries used.

### **3 Treatment and waste management**

During the works, the Contractor will ensure that the entire site and its surroundings are kept clean and that the waste produced is properly managed by taking the following measures the following measures:

- Following appropriate procedures for the storage, collection, transport and disposal of hazardous waste. disposal of hazardous waste. For waste such as used oil, it is essential to For waste such as used oil, it is essential to collect it and pass it on to approved collectors;
- Clearly identify and demarcate disposal areas and specify which materials may be deposited in each area;
- Control the placement of all construction waste (including soil excavations) approved disposal sites (>300 m from rivers, streams, lakes or wetlands) marshland);
- Place all rubbish, metals, used oils and excess materials produced during construction in authorised areas, incorporating recycling systems and separation of materials;
- The Contractor will take the necessary steps to avoid dispersion by wind or rainwater, for example, before disposing of the waste;
- The products of stripping the earthworks right-of-way will be deposited and possibly reused,
- Soil from the right-of-way will be transported to the areas to be backfilled or disposed of at public landfill sites;
- Minimising the generation of waste during construction and reusing construction waste wherever possible;

The following measures must be taken for site maintenance:

- Identify and mark out areas for maintenance equipment (away from rivers, streams, lakes or marshland) or marshy land) ;
- Ensure that all maintenance equipment activities are carried out in demarcated maintenance areas. maintenance areas;
- Never dispose of oil or pour it on the ground, in watercourses, low-lying areas, cavities in disused quarries, etc. cavities in disused quarries

### **4 Preventive measures against noise pollution and dust emissions**

The Contractor will pay particular attention to limiting any noise pollution. To this end, he must comply with the noise thresholds prescribed by law.

He will take care to limit the use of noisy machines to what is strictly necessary and will stop those that are not being used (generator set for example). Except in emergencies, noise pollution (machinery, vehicles, etc.) in the vicinity of dwellings will be prohibited from 7 p.m. to 8 a.m. as well as at weekends and on public holidays.

During the execution of the work, to combat dust and inconvenience, the contractor must:

- limit the speed of construction-related traffic to 24 km/h in the streets within a radius of 200 metres around the site and limit the speed of all vehicles on the site to 16 km/h.

### **5 Storage and use of potentially polluting substances**

As a general rule, the storage and handling of potentially polluting or dangerous substances (oils, fuel, etc.) must comply with the following principles:

- limiting the quantities stored ;
- organised storage, on a site or in a way that does not allow access by anyone outside the worksite ;
- handling by responsible personnel;
- the storage site must be marked with a sign indicating the nature of the danger.

- Liquid chemicals will be stored in retention tanks to prevent accidental spills and soil pollution. and soil pollution;
- The chemicals used must have a safety data sheet (SDS) to be to be displayed at the storage location

## **6 Fuels and lubricants**

If the contractor uses fuels and lubricants on the site, they must be stored in watertight containers placed on level, clean and stable ground. The containers will be isolated from the ground by a plastic sheeting or absorbent material (sand or sawdust) to allow any accidental spills to be recovered. accidental spillage. At the end of the works, the site will be cleared of all traces or by-products.

## **7 Other potentially polluting substances**

The use of other potentially polluting substances will be reported to the Engineer prior to their use.

The company will provide proof of the legal nature of their use and the Engineer will notify the competent technical services for authorisation and, if necessary, prescribe precautionary measures. technical services for authorisation and, if necessary, precautionary instructions.

## **8 Management of accidental pollution**

In the event of accidental pollution, the Contractor will notify the Engineer without delay. Depending on the component of the environment affected by the pollution, the competent technical services will be notified. The Contractor will take all necessary steps to put an end to the cause of the problem and to treat the pollution. The prescribed precautionary measures must be implemented rapidly.

## **9 Response to accidental pollution**

In the event of an accidental spill of polluting substances, the following measures must be taken:

- avoid soil contamination by sprinkling specific absorbent products ;
- if the site is close to a water source (well, stream, etc.), prevent contamination of the water by first blocking, damming or earth bunding the area;
- Excavate polluted soil in line with the infiltration surface;
- treat polluted areas in an environmentally sound manner (landfill, burial, incineration, etc.), incineration, depending on the nature of the pollution).

## **10 Protection of natural areas against fire**

The regulations in force (Forestry Code) will be strictly applied. In general the use of fire is forbidden on the worksite unless expressly authorised by the Engineer within the limits the permissions granted by the national regulations in force.

In this case, the Contractor observe the following minimum instructions:

- burning authorised only in light winds ;
- the site must be cleared of undergrowth to a radius of twenty metres;
- fire under the constant supervision of a competent person armed with fire-fighting fire-fighting equipment;
- if the fire spreads, the emergency services and the project manager must be alerted rapidly by any means ;
- the fire must be completely extinguished at the end of the burn. Covering with earth is prohibited.

## **11 Preserving the landscape integrity of the site**

No damage will be done to the vegetation outside the right-of-way of the structures, access points or planned work or storage areas. In addition, protective measures for protected or rare species should be taken. or rare species.

Only felling of trees authorised by the forestry service will be tolerated (comply with the provisions of the code for tree felling or deforestation). Penalties are incurred in the event of unauthorised felling of trees or destruction of site vegetation.

The Contractor should carry out compensatory planting after the works in the event of deforestation or tree felling.

The materials used for the work (sand and gravel in particular) must come from quarries and sand pits authorised and controlled by the Mining Department. In accordance with the provisions of the Mining Code, quarries and borrow pits must be rehabilitated.

In the event of significant changes to the site, the site may be required to be restored before the site is withdrawn. of the site.

Any environmentally sensitive areas must be avoided by the project (e.g. seasonal flood zones). seasonal flooding). In addition, every precaution must be taken to preserve water sources (wells, springs, etc.). water sources (wells, springs, fountains, ponds, etc.).

## **12 Social and cultural aspects**

To enable the project to generate positive spin-offs for the host social environment, the Contractor will ensure that :

1. prevent the project from altering historical, archaeological or cultural sites ;

2. take into account the concerns of women and encourage their involvement in decision-making decision-making ;
3. give priority to recruiting unskilled labour from the local population.

The following measures should be taken in the event that objects of cultural or religious value are uncovered during excavations excavations:

- stop work immediately following the discovery of any material of possible archaeological, historical or palaeo archaeological, historical or palaeontological value, or other cultural value, to inform the find to the developer and notify the relevant authorities;
- protect the objects as far as possible using plastic covers and, where necessary, take steps to If necessary, take steps to stabilise the area in order to protect the objects properly;
- resume work only after receiving authorisation from the relevant authorities.

### **13 Safety of people and property**

- ensuring traffic safety.
- If necessary, the trenches will be surrounded by solid barriers,
- the barriers and footbridges will be illuminated at night,
- provide the required signage and guarding.
- vehicles must be able to pass through, unless absolutely impossible
- roads will not be cut at the same time over more than half their width
- trenches running alongside roads and involving the road right-of-way must not be open for more than more than 200 m in length;
- the walls of local residents and public road structures, such as kerbs, bollards, etc., must not be damaged in any way such as kerbs, bollards, etc.; electricity or telephone lines and pipes and cables of any kind of any kind encountered in the ground.
- Maintain in working order, throughout the duration of the works, the existing cables and existing pipes and installations for the distribution of drinking water or the evacuation of waste water.

### **14 Abandonment of installations at the end of the works**

At the end of the work, the Contractor must carry out all the work required to restore the site to its original state.

The Contractor shall recover all his equipment, machinery and materials. He may not abandon any equipment or materials on the site or in the surrounding area. The concrete areas are demolished and the demolition materials demolished and the demolition materials deposited on a suitable site approved by the engineer. At the time of withdrawal, the drains of the to prevent accelerated erosion of the site.

If it is in the interest of the Owner to recover the fixed installations for future use, the Administration may ask the Contractor to hand over, without compensation, any installations subject to demolition during a withdrawal.

Once the equipment has been removed, a report recording the restoration of the site must be drawn up and attached to the official acceptance report

# TENDER FILE

**CONTRACTING AUTHORITY:**

*THE MAYOR OF LIMBE III COUNCIL*

**TENDER BOARD:**

*LIMBE III COUNCIL INTERNAL TENDERS BOARD*

**TENDER FILE**  
**No. 001/ONIT/LIIC/L3C.TB/PIB2026 OF 18/02/2026**  
**FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM**  
**ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES IN LIMBE III**  
**MUNICIPALITY**  
***(emergency procedure)***

**FINANCING: PIB 2026 MINTP.**

**BUDGETARY RECORD N°: 60363710320000080451523511**

**SCHEDULE UNIT PRICE**

**SCHEDULE UNIT PRICE**

No	Description	Units	Q.ty	Unit Price in figures	Unit Price in Words
<b>SERIE 000: PRELIMINARY WORKS</b>					
TM001	Site Installation.	Ft	1.00		
TM002	Mobilization and demobilization of equipment	Ft	1.00		
TM003	Studies, execution plans and as-built plans	ff	1.00		
	<b>SUB-TOTAL 100</b>				
<b>SERIE 100: EARTH WORKS/CARRIAGE WAY WORKS</b>					
TM101	Filling with laterite/pozzolan from borrow pit	m3	450		
TM102	Grading and compacting of roadway including creation of gutters and offshoots	m2	3,900		
TM103	Sand layer ( thickness =05cm)	m2	2,400		
	<b>SUB-TOTAL 100</b>				
<b>SERIE 200: DRAIANGE STRUCTURE</b>					
TM201	Cleaning of hydraulic structures	ml	2.00		
TM202	Repair and cleaning of existing stone gutters	ml	100		
TM203	Construction of rectangular stone gutters 50x60	ml	700		
	<b>SUB-TOTAL 200</b>				
<b>SERIE 300 : ENGINEERING STRUCTURES</b>					
TM301	Supply and laying of interlocking Paved blocks (thickness =12 cm) including all suggestions	m2	1,710		
TM302	Reinforced concrete slabs dosed at 350kg/m3	ml	8.00		
TM303	Reinforced concrete road side borders dosed at 350kg/m3	m3	18.24		
TM304	Repairs of reinforced concrete road at 350kg/m3	m3	3.60		
	<b>SUB-TOTAL 300</b>				

# TENDER FILE

**CONTRACTING AUTHORITY:**

*THE MAYOR OF LIMBE III COUNCIL*

**TENDER BOARD:**

*LIMBE III COUNCIL INTERNAL TENDERS BOARD*

**TENDER FILE**  
**No. 001/ONIT/LIIC/L3C.TB/PIB2026 OF 18/02/2026**  
**FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM**  
**ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES IN LIMBE III**  
**MUNICIPALITY**  
***(emergency procedure)***

**FINANCING: PIB 2026 MINTP.**

**BUDGETARY RECORD N°: 60363710320000080451523**

**BILL OF QUANTITIES AND ESTIMATES**

## BILL OF QUANTITIES AND ESTIMATES

### FOR CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES

No	Description	Units	Q.ty	Unit Price	Amount
<b>SERIE 000: PRELIMINARY WORKS</b>					
TM001	Site Installation.	Ft	1.00		
TM002	Mobilization and demobilization of equipment	Ft	1.00		
TM003	Studies, execution plans and as-built plans	ff	1.00		
<b>SUB-TOTAL 100</b>					
<b>SERIE 100: EARTH WORKS/CARRIAGE WAY WORKS</b>					
TM101	Filling with laterite/pozzolan from borrow pit	m3	450		
TM102	Grading and compacting of roadway including creation of gutters and offshoots	m2	3,900		
TM103	Sand layer ( thickness =05cm)	m2	2,400		
<b>SUB-TOTAL 100</b>					
<b>SERIE 200: DRAIANGE STRUCTURE</b>					
TM201	Cleaning of hydraulic structures	ml	2.00		
TM202	Repair and cleaning of existing stone gutters	ml	100		
TM203	Construction of rectangular stone gutters 50x60	ml	700		
<b>SUB-TOTAL 200</b>					
<b>SERIE 300 : ENGINEERING STRUCTURES</b>					
TM301	Supply and laying of interlocking Paved blocks (thickness =12 cm) including all suggestions	m2	1,710		
TM302	Reinforced concrete slabs dosed at 350kg/m3	ml	8.00		
TM303	Reinforced concrete road side borders dosed at 350kg/m3	m3	18.24		
TM304	Repairs of reinforced concrete road at 350kg/m3	m3	3.60		
<b>SUB-TOTAL 300</b>					
<b>TOTAL HTVA</b>					
TVA (19,25%)					
AIR (2,2 or 5.5%)					
<b>TOTAL TTC</b>					
NET A MANDATER					

Closed this Present Bill of Quantities and Cost Estimates All Taxes Inclusive (A.T.I.) at the Sum:  
..... CFA Francs.

## GENERAL REMARKS

### Schedule of prices and detailed estimates

1. The Schedule of prices must be taken into account by the bidder strictly 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

REPUBLIQUE DU CAMEROUN  
PAIX-TRAVAIL-PATRIE

REGION DU SUD - OUEST

DEPARTEMENT DU FAKO

ARRONDISSEMENT DE LIMBE III

COMMUNE DE LIMBE III

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[www.facebook.com/limbe3council](http://www.facebook.com/limbe3council)

**L. III C (BIMBIA)**



Peace Development  
Paix Développement

REPUBLIC OF CAMEROON  
PEACE-WORK-FATHERLAND

SOUTH-WEST – REGION

FAKO DIVISION

LIMBE III SUB DIVISION

LIMBE III COUNCIL

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## TENDER FILE

**CONTRACTING AUTHORITY:**

*THE MAYOR OF LIMBE III COUNCIL*

**TENDER BOARD:**

*LIMBE III COUNCIL INTERNAL TENDERS BOARD*

**OPEN NATIONAL INVITATION TO TENDER  
N°...../ONIT/LIHC/FAKO/L3C.TB/PIB2026 OF .....  
FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP  
FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE  
STRUCTURES (BY EMERGENCY PROCEDURE)**

FINANCING: PIB 2026 MINTP.

RECORD N°:

**MODEL FORMS**

**ANNEX No. 1: MODEL TENDER**  
**Annex No. 1: Model tender**

I the undersigned Mr. ....  
Taxpayer n° .....  
Acting on the name and on behalf of ..... P.O. BOX .....

**After having taken knowledge, of all relative files of the present contract document FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE -. Submit and commit to execute the works in accordance with the invitation to tender file according to the prices that I have fixed after having appreciated to my point of view and under my responsibility, the nature and the benefit, which make up the sum of Francs cfa all taxes included.**

Amount in figures FCFA TTC: .....

- 1 - Commit to undertake from the receipt of the service order to begin works given out by the Contracting Authority, the setting up of the personnel for the works and the material as foreseen in the terms of the contract file.
- 2 - Declare that this tender remains valid within ninety (90) days counting from the limit date of the submission of the bid.
- 3 - Commit to respect the delays of three (03) months foreseen by the planning of execution of the works that I myself have established.
- 4 - Affirm by right at the risk of termination that I have not fallen as well as the enterprise for which I act, under the influence of legal interdictions decreed in the Republic of Cameroon.

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

Signature (s)

**ANNEX No. 2: MODEL BID BOND**

Bank

.....

Reference of guarantee: No.

..... **To; the Mayor of**

**Limbe III Council LIMBE III COUNCIL.**

**Republic of Cameroon**

Invitation to Tender No. ....

**BID BOND FOR THE EXECUTION OF THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES, The Contractor (5)**  
.....hereby submits on ..... to the Mayor of Limbe III Council a bid relating to **FOR CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES**

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

By this guarantee, we the undersigned,(7).....with our registered office in ..... are committed towards The Mayor of the LIMBE III COUNCIL, through the bidder for the sum of CFA Francs .....(in figures)..... ( in full).

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

The request for payment of guarantee shall be countersigned by The Mayor of the LIMBE III COUNCIL. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the enterprise shall be the successful bidder, after presentation of the performance bond which shall be kept by the Limbe III Council Tenders Board .

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

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

Mr (Mrs).....

Signature(s) & stamps .....

(5) Bidder

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

(7) Bank

**ANNEX No. 3: MODEL OF PERFORMANCE BOND (RETENTION FUND)**

Bank:

Reference of bank guarantee:

N° .....

To the Mayor of Limbe III Council LIMBE III COUNCIL

**(Contracting Authority)**

The enterprise .....

**SECURITY BOND FOR THE GUARANTEE OF GOOD EXECUTION OF WORKS FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE**, We, Bank..... have been informed that between the Mayor of Limbe III Council LIMBE III COUNCIL acting as the Contracting Authority, and acting as entrepreneur, a contract has been concluded **FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES** covering the guarantees, engagement and other liabilities being incumbent upon the entrepreneur because of the contract of an amount equal to.....

We, Bank .....engage ourselves irrevocably and without profit of discussions by this present, to pay in favour of the Cameroonian administration at the first written request of the Divisional Delegate of Public Fakou and within eight (08) weeks maximum period, up to the amount of this present guarantee, the sum of .....

All that could be due the Contracting Authority by the entrepreneur because the entrepreneur would not fulfil one or several of his/her engagement as stipulated in his/her bid.

A mobilisation request of this present guarantee will be object of a justifying recommended letter with accused receipt and copy to the entrepreneur clearly formulating completely the reasons of this request.

This present banking guarantee will enter in force at the date of notification of the contract to the entrepreneur. The original of this present guarantee will be preserved in the services of The Mayor Limbe III Council. This guarantee will be released within sixty (60) days counting from the date of the provisional reception of works. After this date, the guarantee will be without object and should be returned to us without express demand of our part. The law as well as the jurisdiction applicable to this guarantee are those of the Republic of Cameroon.

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

Signature (s)

ANNEX No. 4: THE MODEL DECLARATION TO TENDER

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

Construction of .....

I (We) the undersigned (8) .....

Acting in the capacity of (9) ..... in the name and on behalf of (10) ..... at

.....RC N° .....by virtue of the power vested in me (us), domiciled at P.O. Box..... (Town)

....., telephone N° ....., after having studied all the documents of the tender file relating to the

Invitation to Tender N° ....., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the contract, I (we) do hereby tender and commit myself (ourselves) to carry out works **FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES** in keeping with the terms and conditions of the tender file.

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

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

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

General Manager

Signature(s).....

Bidder(s).....For

companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned,..... »

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

« Constituted in a group of companies for the execution of this Jobbing Order, jointly commit ourselves .....

(8) Name, first name, profession, residence

(9) Position in the enterprise

(10) Company name

**ANNEX No. 5: MODEL OF START-OFF ADVANCE BOND**

Bank .....

Reference of guarantee No.....

**To the Mayor of Limbe III COUNCIL**

**Republic of Cameroon**

Invitation to Tender N°. ....

**BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE**

We... (Bank) have been informed that a contract shall be signed between The Mayor for the LIMBE III COUNCIL, acting in the capacity of Contracting Authority, and , acting as contractor for **THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE** In compliance with the provisions of Article of

Contract N° ....., the contractor shall be bound to present to the Public independent conciliator South West, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the enterprise and amounting to CFA Francs .....

We, .....(bank) do hereby commit ourselves, irrevocably and without arguing to pay to The Mayor of the LIMBE III COUNCIL, at the written request of The Mayor of the LIMBE III COUNCIL, and within THREE (03) weeks the amount of this guarantee, that is to say. ...., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

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

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

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

....., on .....

Mr

(Messrs).....

Signature(s) & stamps of the bank

ANNEX No. 6: SUB-UNIT PRICE DETAIL

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

MODEL OF COMMITMENT OF AVAILABILITY

**To Whom It May Concern:**

*Subject:* COMMITMENT OF AVAILABILITY.

I the undersigned, (*specify Name, qualification -diploma or certificate*) is committed and will be available to work as (*specify post occupied*) with (*name of enterprise*) if Open National Invitation to Tenders N° 001/ ONIT/LHIC/FAKO/L3C.TB/PIB2026 OF **24/02/2026 FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES** awarded to .....

Done at \_\_\_\_\_ the \_\_\_\_\_

Sign; \_\_\_\_\_

ANNEX NO: 8

**SITE VISIT REPORT** [not more than five (05) pages]

I) INTRODUCTION

TENDER N° (with project title) .....  
NAME OF ENTERPRISE ..... DATE:  
..... TIME: .....

II) COMMENTARY:

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

II-2) Accessibility to the project site: ..... II-

3) Vegetation (trees, shrubs etc) .....

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

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

IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL (stones, sand, gravel, wood etc)

V) DIFFICULTIES: .....  
.....

V) CONCLUSION .....  
.....

SIGNATURES:

Contractor's Engineer

REPUBLIQUE DU CAMEROUN  
PAIX-TRAVAIL-PATRIE

REGION DU SUD - OUEST

DEPARTEMENT DU FAKO

ARRONDISSEMENT DE LIMBE III

COMMUNE DE LIMBE III

BP 97 Limbe. Tel 33030536. Fax 33333133

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[www.facebook.com/limbe3council](http://www.facebook.com/limbe3council)

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Peace Development  
Paix Développement

REPUBLIC OF CAMEROON  
PEACE-WORK-FATHERLAND

SOUTH-WEST – REGION

FAKO DIVISION

LIMBE III SUB DIVISION

LIMBE III COUNCIL

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# TENDER FILE

**CONTRACTING AUTHORITY:**

*THE MAYOR OF LIMBE III COUNCIL*

**TENDER BOARD:**

*LIMBE III COUNCIL INTERNAL TENDERS BOARD*

**OPEN NATIONAL INVITATION TO TENDER  
N0 001/ONIT/LIIC/FAKO/L3C.TB/PIB2026 OF 18/02/2026**

**FOR THE CONSTRUCTION OF ROAD BONABILE LAYOUT TO CHOP  
FARM ROAD INCLUDING HYDRAULIC AND DRAINAGE STRUCTURES**

FINANCING: PIB 2026 MINTP.

RECORD N°:

**FILE OF PLANS**

Document No. 9

**FILE OF PLANS**