

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALISATION
REGION DU SUD OUEST
DEPARTMENT DU FAKO

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REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF TERRITORIAL
ADMINISTRATION AND DECENTRALISATION
SOUTH WEST REGION
FAKO DIVISION

BUEA COUNCIL
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CONTRACTING AUTHORITY: MAYOR BUEA COUNCIL

BUEA COUNCIL INTERNAL TENDERS' BOARD

**AN OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY
PROCEDURE**

N° 010/ONIT/BUEA COUNCIL/BCTB/2026

OF 10/04/2026

LANDSCAPING OF THE ESPLANADE AT BUEA TOWN

FINANCING: PUBLIC INVESTMENT BUDGET MINDHU 2026

BUDGET HEAD: 60 38 391 0 32000004 0620464211

Record No: JB06197

FINANCIAL YEAR: 2026

TENDER FILE

TABLE OF CONTENTS

| | |
|---|--|
| <u>DOCUMENT No. 1 – TENDER NOTICE</u> | |
| <u>DOCUMENT No. 2 – GENERAL REGULATIONS OF THE INVITATION TO TENDER (GRIT)</u> | |
| <u>DOCUMENT No. 3 – SPECIAL REGULATIONS OF THE INVITATION TO TENDER (SRIT)</u> | |
| <u>DOCUMENT No. 4 – SPECIAL ADMINISTRATIVE CONDITIONS (SAC)</u> | |
| <u>DOCUMENT No. 5 – SPECIAL TECHNICAL CONDITIONS (STC)</u> | |
| <u>DOCUMENT No. 6 – SCHEDULE OF UNIT PRICES</u> | |
| <u>DOCUMENT No. 7 – BILL OF QUANTITIES AND ESTIMATES</u> | |
| <u>DOCUMENT No. 8 – SCHEDULE OF SUB-DETAIL OF PRICES</u> | |
| <u>DOCUMENT No. 9 – MODEL CONTRACT</u> | |
| <u>DOCUMENT No. 10 – FORMS AND MODELS TO BE USED BY BIDDERS</u> | |
| <u>DOCUMENT No. 11 – LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS</u> | |
| <u>DOCUMENT No. 12 – PLANS</u> | |

DOCUMENT N° 1
TENDER NOTICE

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION ET
DU DEVELOPPEMENT LOCAL

REGION DU SUD OUEST
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TENDER NOTICE
AN OPEN NATIONAL INVITATION TO TENDER BY EMERGENCE PROCEDURE N°: 010/ONIT/BUEA
COUNCIL/BCTB/2026 OF 10/04/2026

For the Landscaping of the esplanade at Buea town

FINANCING: PUBLIC INVESTMENT BUDGET 2026

1. SUBJECT OF THE INVITATION TO TENDER:

Within the framework of the Public Investment Budget (BIP) for 2026, the Mayor of the Buea Council, Contracting Authority, hereby launches an Open National Invitation to tender by emergence procedure **for the Landscaping of the esplanade at Buea town**

2. NATURE OF WORKS:

The works comprise the following:

- Cleaning,
- Demolition
- Landscaping
- Construction of gutters
- Supply of public benches and street lighting

3. LOTS:

The works divided in single (1) Lot as follows: the Landscaping of the esplanade at Buea town

4. ESTIMATED COST:

The estimated cost after preliminary studies is **as mentioned below** all taxes inclusive

| PROJECT TITLE | AMOUNT/FCFA |
|---|-------------|
| Landscaping of the esplanade at Buea town | 40,000,000 |

5. EXECUTION DEADLINE

The maximum execution deadline provided for by the Project Owner/ Contracting Authority shall be as follows:

| Description | Execution Deadline |
|---|------------------------------------|
| Landscaping of the esplanade at Buea town | Three (03) months-90 calendar days |

This period runs from the date of notification of the service order to start the work.

6. PARTICIPATION AND ORIGIN:

Participation is open to duly legalized Cameroonian enterprises or Companies that fulfil the requirements of this invitation to tender.

7. FINANCING

Works which form the subject of this invitation to tender, shall be financed by:

| FINANCING BODY | BUDGET HEAD | Record No |
|-----------------|---------------------------------|-----------|
| BIP MINDHU 2026 | 60 38 391 0 32000004 0620464211 | JB06197 |

8. Submission method

The mode of submission selected for this consultation is online. Worthy of note, the bidder must submit an original hard copy (one) of each bid (administrative, technical and financial) with the contracting authority through the project and development office of the council, Room 213

9. BID BOND: Payable at CDEC

Each bidder must include in his administrative documents, a bid bond issued by deposit and a consignment fund Yaoundé of an amount of (see table below) and valid for thirty (30) days beyond the initial date limit of validity of bids.

| Description | Amount of bid bond |
|---|--------------------|
| Landscaping of the esplanade at Buea town | 400,000 FCFA |

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

The absence of the bid bond issued by CEDEC shall lead to the immediate rejection of the offer. A bid bond submitted but that does not have any relation with the consultation concerned shall be considered as absent. The bid bond presented by a tenderer at the bid opening session shall not be accepted (if there is no copy in the COLEPS platform)

10. CONSULTATION OF THE TENDER FILE:

Interested eligible bidders may obtain further information during working hours as from the date of publishing of this tender notice, at the project and Development Unit of the Buea Council, **Room 213**

11. ACQUISITION OF TENDER FILE:

The complete tender file may be obtained online from the COLEPS platform as soon as this notice is published against a payment of a non-refundable sum of sixty thousand (60,000) FCFA payable at the Buea Council Treasury

12. SUBMISSION OF BIDS:

Each bid drafted in **English or French shall be submitted online using the COLEPS platform** not later than **30/042026 at 12:00 noon**

The offer must be transmitted by the bidder on the COLEPS platform. A backup copy of the offer saved on a USB key must be sent in a sealed envelope with the clear and legible indication "backup copy", in addition to the above mention within the time limits. Worthy of note, the bidder must submit an original hard copy (one) of each bid (administrative, technical and financial) with the contracting authority through the project and development office of the council, Room 213

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

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.

NB: Any incomplete offer in accordance with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a financial body or institution approved by the Minister in charge of finance to issue bonds for public contracts or the failure to comply with the model documents in the Tender File shall lead automatically to the rejection of the bid without any other procedure. A bid bond submitted but not relating to

consultation concerned shall be considered as absent. A bid bond presented by a bidder during the bid opening session shall not be accepted. (If copy of the bid bond is not on the COLEPS platform)

13. ADMISSIBILITY OF OFFERS:

The administrative documents, the technical offer and the financial offer shall be submitted separately in the COLEPS Website. Any incomplete offer in accordance with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a financial body or institution approved by the Minister in charge of finance to issue bonds for public contracts or the failure to comply with the model documents in the Tender File shall lead automatically to the rejection of the bid without any other procedure. A bid bond submitted but not relating to consultation concerned shall be considered as absent. A bid bond presented by a bidder during the bid opening session shall not be accepted.

14. OPENING OF BIDS:

The bids shall be opened in a single (01) phase on the **30/04/2026 at 1:00p.m.** Local time by the Buea Council Internal Tender Board in Room 106 Buea Council Chambers.

Only tenderers may attend this opening session or be represented by a single person of their choice, duly authorised, even in the case of a group of companies.

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 by the bidder.

15. MAIN EVALUATION CRITERIA:

Any bid not meeting with the requirements of the Tender File will be declared inadmissible.

A. ELIMINATORY CRITERIA

The eliminatory criteria are identified as follows:

- ❖ Absence of bid bond at the opening of bids with its consignment receipt delivered by the CDEC ;
- ❖ 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)
- ❖ False statement or falsified documents in the Tender Files;
- ❖ Omission in the financial offer of a quantified unit price
- ❖ Presence on MINMAP's list of Enterprises which abandoned the execution of contracts;
- ❖ Absence of an element in the financial offer (submission, Bill of quantities and cost estimate, Schedule of Unit Prices, Sub-detail of Unit Price);
- ❖ Execution time greater than that prescribed in the Tender that is 3 months
- ❖ Absence of Categorisation certificate

B. ESSENTIAL 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.

16. AWARD OF CONTRACT:

The contract shall be awarded to the bidder with the least evaluated financial offer having satisfied the threshold score in the technical and administrative files which are in conformity with the tender document/file.

17. VALIDITY OF OFFERS:

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

18. Complementary information

Complementary information may be obtained during working hours from the **office of the Project Development Unit Room 213, Buea Council, Tel. +237 677 618 917.**

19. Fight against corruption and malpractices

For any denunciation of corruption attempt practices, facts or acts, please call the National Anti-Corruption Commission (NACC) on 1517, the Authority in charge of Public Contracts (MINMAP) (SMS or call) on (+237) 673 20 57 25 and 699 37 07 48.

Done at Buea, the 10th April 2026



Copies:

- MINMAP/DD FAKO
- ARMP/SW (for publication and archiving)
- Private Secretary to the Mayor Buea Council (for archiving)
- Chairperson of Tender Board (for information)
- Notice boards (for information)
- CRTV local and National Station (for publication)

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AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE D'URGENCE N°: 010/AONO/BUEA
COUNCIL/CPMI/2026 DU 10/04/2026 pour l'aménagement paysager de l'esplanade de la ville de Buea

FINANCEMENT: BUDGET D'INVESTISSEMENT PUBLIC 2026

1. OBJET DE L'APPEL D'OFFRES

Dans le cadre du BIP 2026, le Maire de la Commune de Buea, Autorité Contractante lance un avis d'Appel d'Offres National Ouvert en Procédure D'urgence pour l'aménagement paysager de l'esplanade de la ville de Buea

2. CONSISTANCE DES TRAVAUX:

Les travaux comprennent les tâches suivantes :

- Débroussaillage;
- Démolition de structure existante;
- Construction de fossé;
- Aménagement de plateforme
- Fourniture de banc publique et éclairage publique

3. ALLOTISSEMENT

Les travaux sont divisés en un (01) lot comme suit l'aménagement paysager de l'esplanade de la ville de Buea **COÛT PRÉVISIONNEL**

Le coût prévisionnel des travaux après les études préliminaires est de :

| Désignation | Coût prévisionnel |
|--|-------------------|
| pour l'aménagement paysager de l'esplanade de la ville de Buea | 40 000 000 FCFA |

4. DÉLAIS D'EXÉCUTION

Le délai maximum d'exécution prévu par le Maître d'Ouvrage pour la réalisation des travaux est de trois (03) mois

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

5. PARTICIPATION ET ORIGINE

La participation au présent appel d'offres est ouverte aux entreprises de droit Camerounais et remplissant les conditions de l'Appel d'Offres.

6. FINANCEMENT

Les travaux objet du présent Appel d'Offres sont financés comme suite :

| Financement | Imputation budgétaire | Numéro d'acte Q |
|-----------------|---------------------------------|-----------------|
| BIP MINDHU 2026 | 60 38 391 0 32000004 0620464211 | JB06197 |

7. MODE DE SOUMISSION

Le mode de soumission retenu pour cette consultation est en ligne. Mais le soumissionnaire va soumettre avant le délai, les originaux des documents administratifs, techniques et financière à la chambre 213 à la Mairie de Buea.

8. CAUTIONNEMENT PROVISoire

Chaque soumissionnaire doit joindre à ses pièces administratives, un cautionnement de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 14 du DAO, précisant un montant de **(voir table joint)** et **valable pendant trente (30) jours au-delà de la date initiale de validité des offres.**

| Désignation | Montant de la caution de soumission |
|---|-------------------------------------|
| l'aménagement paysager de l'esplanade de la ville de Buea | 400 000 FCFA |

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.**

L'absence du cautionnement de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics, entraînera le rejet pur et simple de l'offre. 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.

9. CONSULTATION DU DOSSIER D'APPEL D'OFFRES

Le dossier peut être consulté aux heures ouvrables au **Bureau du Service des Marchés de la Commune de BUEA, Porte 213, Tel. +237 677 618 917** dès publication du présent avis.

10. ACQUISITION DU DOSSIER D'APPEL D'OFFRES

Le dossier peut être obtenu en ligne dans la plateforme COLEPS dès publication du présent avis, contre versement d'une somme non remboursable de **Soixante mille (60 000) francs CFA**, payable à la **Recette Municipale de la Commune de BUEA.**

11. REMISE DES OFFRES

Chaque offre rédigée en français ou en anglais vas ce déposer en ligne dans le site web COLEPS, au plus tard le 30/04/2026 à **12 :00 heure**

La soumission en ligne par voie électronique, l'offre devra être transmise par le soumissionnaire sur la plateforme COLEPS. 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.

12. RECEVABILITÉ DES OFFRES

Les pièces administratives, l'offre technique et l'offre financière doivent être soumettre indépendamment dans le site web COLEPS

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.

13. Ouverture des plis

Ouverture des plis se fera en un temps et aura lieu le **30/04/2026 à 13 :00heure** par la **Commission de Passation des Marchés de la Commune de BUEA dans Le bureau 106 de l'Hôtel de Ville de la Commune BUEA sise à BUEA.**

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne de leur choix dûment mandatée même en cas de groupement d'entreprises.

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 accordées 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. Critères d'évaluation

i. Critères éliminatoires

Les critères éliminatoires sont les suivants :

- de l'absence du cautionnement de soumission avec son récépissé de consignation délivré par la CDEC à l'ouverture des plis;
- de la non-production au-delà du délai de 48 h après l'ouverture des plis, d'une pièce du dossier administratif jugée non conforme ou absente lors de l'ouverture des plis, (excepté le cautionnement de soumission);
- des fausses déclarations, manœuvres frauduleuses ou des pièces falsifiées ;
- du non-respect de 70% critères essentiels (70% renvoyant au seuil de qualification des offres techniques) ;
- Délai d'exécution supérieur à celui prescrit;
- Absence de prix unitaire quantifié ;
- Présence dans la liste des Entreprises ayant abandonné l'exécution des marchés (MINMAP) ;
- de l'absence d'un élément de l'offre financière (la soumission, le DQE, les BPU, les SDPU) ;

ii. Critères essentiels

Les critères relatifs à la qualification des candidats sont les suivants :

- Situation financière
- Expérience
- Personnel
- Equipement
- Proposition technique (méthodologie and planning d'exécution)

NB : Le non-respect d'au moins 75% des critères essentiels entrainera le rejet de l'offre.

15. Attribution

Le Maître d'Ouvrage attribue le marché au soumissionnaire ayant présenté une offre remplissant les critères de qualification technique et financière requises et dont l'offre est évaluée la moins-distante remplissant les critères essentiels dans l'offre technique et administrative.

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant **quatre-vingt-dix (90) jours** à partir de la date limite initiale fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au **Bureau du Service des Marchés de la Commune de BUEA, Porte 213, Tel. +237 677 618 917.**

18. Lutte contre la corruption et les mauvaises pratiques

Pour toute dénonciation pour des pratiques, faits ou actes de corruption ou faits de mauvaises pratiques, bien vouloir appeler la CONAC au numéro 1517, l'Autorité chargée des Marchés Publics (MINMAP) (SMS ou appel) aux numéros : (+237) 673 20 57 25 et 699 37 07 48.

FAIT A BUEA, LE 10 Avril 2026

L'Autorité Contractante



Copies :

- MINMAP/DD FAKO
- Secrétariat particulier de Maire (pour archiver)
- Président de CPM (pour information)
- Tableau d’Affichage de la Mairie (pour information)
- CRTV (Pour la Publication).

DOCUMENT N° 2
GENERAL REGULATIONS OF THE
INVITATION TO TENDER

GENERAL REGULATIONS OF THE INVITATION TO TENDER

Table of contents

A. General

- Article 1: Scope of the tender
- Article 2: Financing
- Article 3: Fraud and corruption
- Article 4: Candidates admitted to compete
- Article 5: Building materials, materials, supplies, equipment and authorised services
- Article 6: Documents establishing the qualification of the Bidder
- Article 7: Visit of site of works

B. Tender File

- Article 8: Content of Tender File
- Article 9: Clarifications on Tender File and complaints
- Article 10: Modification of the Tender File

C. Preparation of Bids

- Article 11: Tender fees
- Article 12: Language of bid
- Article 13: Constituent documents of the bid
- Article 14: Amount of bid
- Article 15: Currency of bid and payment
- Article 16: Validity of bids
- Article 17: Bid bond
- Article 18: Varying proposals by bidders
- Article 19: Preparatory meeting to the establishment of bids
- Article 20: Form and signature of bids

D. Submission of bids

- Article 21: Sealing and marking of bids
- Article 22: Date and time-limit for submission of bids and submission method
- Article 23: Out of time-limit bids
- Article 24: Modification, substitution and withdrawal of bids

E. Opening and evaluation of bids

- Article 25: Opening of bids
- Article 26: Confidential nature of the procedure
- Article 27: Clarifications on the bid and contact with Contracting Authority
- Article 28: Determination of their compliance
- Article 29: Evaluation criteria and qualification of the bidder
- Article 30: Correction of errors
- Article 31: Conversion into a single currency
- Article 32: Evaluation of financial bids
- Article 33: National preference

F. Award of the contract

- Article 34: Award
- Article 35: The right of the Project Owner or Delegated Project Owner to declare an Invitation to Tender unsuccessful or to cancel a procedure
- Article 36: Notification of the award of the contract
- Article 37: Publication of contract award results and appeals
- Article 38: Signature of the contract
- Article 39: Final bond

GENERAL RULES OF THE INVITATION TO TENDER

A. GENERAL

Article 1: Scope of the tender

1.1 The project owner or the delegated project owner, as specified in the Special Regulations of the Invitation to Tender (SRIT), invites tenders for the performance of the works described in these Tender Files and briefly defined in the SRIT.

The name, identification number and number of lots to be tendered are set out in the SRIT.

1.2 The bidder retained or the preferred bidder must complete the works within the estimated time specified in the SRIT, which, unless otherwise stipulated in the Special Administrative Clauses (SAC), shall run from the date of notification of the service order to commence the works.

1.3 In this Tender File, the term "day" means a working day, except the calendar days expressly specified in the Public Contract Code.

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: Ethical principles

3.1 Public service employees, tenderers and contract holders, as well as any person involved in any capacity whatsoever in the contract award, execution, control and regulation chain, are subject to the provisions of the laws and regulations prohibiting acts of corruption, fraudulent manoeuvres, collusive, coercive or obstructive practices, conflicts of interest, insider trading and complicity.

In this respect, they subscribe to the integrity charter, a model of which is attached as an appendix to these Tender Files (Document 10).

By virtue of these principles, the project owner or the delegated project owner :

a) defined, for the purposes of this clause, as follows:

- i) Any person who offers, gives, solicits or accepts any advantage with a view to influencing the action of a public official in the course of the award or performance of a contract shall be guilty of an act of "bribery";
- ii) Any person who distorts or misrepresents facts in order to influence the award or performance of a contract engages in "fraudulent manoeuvres";
- iii) Two or more tenderers who collude with the aim of artificially maintaining tender prices at levels that do not correspond to those that would result from competition are guilty of "collusive practices";
- iv) Any person who directly or indirectly harms or threatens persons or their property in order to influence their actions during the award or performance of a contract engages in "coercive practices";
- v) Conflict of interest" means any situation in which the holder of a contract or supervisor of the award procedures and/or performance of the contract could derive direct or indirect benefit from a contract concluded by the Contracting Authority or Delegated Contracting Authority, from an assignment or any situation in which he has sufficient financial or personal interests to compromise his impartiality in the performance of his duties or of such a nature as to adversely affect his judgement ;
- vi) Complicity means :
 - The omission or negligence to carry out the controls or give the technical advice prescribed;
 - The deliberate failure to inform the project owner or the competent authority of irregularities observed during the performance of its duties.
- vii) Engages in "obstructive practices", anyone who commits acts aimed at destroying, falsifying, altering or concealing evidence on which an investigation is based or any false statements made to investigators or

any threat, harassment or intimidation of a person for the purpose of preventing him from revealing information relating to an investigation, or from pursuing it.

b) will reject any proposed award if there is evidence that the proposed successful tenderer, directly or through an agent, is guilty of bribery, conflict of interest, collusion or has engaged in fraudulent, collusive, coercive or obstructive practices in connection with the award of that contract.

3.2 The Public Procurement Authority may, as a precautionary measure, issue a decision prohibiting any bidder or co-contractor of the Administration from bidding for a period not exceeding two (02) years, on the grounds of influence peddling, conflict of interest, insider dealing, complicity, fraud, corruption or production of non-authentic documents in their tender, without prejudice to any criminal proceedings that may be brought against them.

3.3 The Public Procurement Authority may ban public players found guilty of violating the provisions of the Public Procurement Code from participating in the award and monitoring of the execution of Public Procurement Contracts for a period not exceeding two (2) years.

Article 4: Candidates allowed to compete

4.1 Apart from the restricted call for tenders which is aimed at all candidates selected at the end of the prequalification procedure and/or those selected within the framework of the categorization previously indicated in the call for tender notice. offers and recalled in the RPAO, as a general rule, the call for tenders is addressed to all bidders, provided that they meet the following eligibility conditions:

- a) A bidder (including all members of a consortium and all subcontractors of the bidder must be from an eligible country, in accordance with the financing agreement, if applicable);
- b) A bidder (including all members of a group of companies and all subcontractors of the bidder) must not be in a situation of conflict of interest under penalty of disqualification from all bids in which it has participated. A bidder may be found to be in conflict of interest under the following conditions:
 - i. Is associated, or has been associated in the past, with a company (or a subsidiary of that company) that has provided consultancy services for the design, preparation of specifications and other documents used in contracts awarded under this call for tenders;
 - ii. is within the framework of the same call for tenders, legal representative of another bidder;
 - iii. Participates in more than one offer within the framework of the same invitation to tender, in particular, either individually or as a member of a group of companies, or as a subcontractor in an offer while being bidder as an individual or member of a group of companies. A supplier may appear as a subcontractor in several offers, but in this capacity as a subcontractor only.
 - iv. Is affiliated with a group or entity that the Project Owner or Delegated Project Owner has recruited or plans to recruit to participate in the control;
 - v. The Project Owner or the Delegated Project Owner participates in the capital of the bidder likely to compromise the transparency of public procurement procedures;
- c) A legal entity under public law if it demonstrates that it is (i) legally and financially autonomous, (ii) managed according to the rules of private accounting and (iii) is not under the supervision of the Project Owner or the Delegated Project Owner, unless expressly authorized by the Authority responsible for public procurement.
- d) Civil society organizations and public establishments provided that the prices offered are competitive, that is to say, that they have been determined(i) taking into account all costs direct and indirect contributing

to the formation of the price of the service covered by the contract and (ii) that they have not benefited, in the determination of this price, from the advantages arising from the resources allocated to them in respect of their missions of public service.

4.2. The call for tenders is open or restricted according to the specifications of the SRIT to all candidates who meet the following conditions:

- a) not be in a state of judicial liquidation or bankruptcy;
- b) not be subject to any of the prohibitions or disqualifications provided for by the laws and regulations in force, both nationally and internationally;
- c) subscribe to the declarations provided for by the laws and regulations in force.

4.3 To tender electronically via COLEPS or any other means of electronic communication indicated by the Project Owner, the candidate or tenderer must be registered on said platform and have a valid electronic certificate.

4.4 If the call for tenders is restricted, the consultation is aimed at all candidates selected at the end of the prequalification procedure and/or those selected within the framework of the categorization previously indicated in the tender notice and recalled in the SRIT.

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

5.1 The materials, contractor's equipment, supplies, equipment and services to be provided under the Contract must not come from, where applicable, countries appearing in the list provided for in the SRIT.

5.2. Under Section 5.1 above, the term "originate" means the place where the goods and services grow, are extracted, cultivated, produced or manufactured, processed, assembled or imported.

Article 6: Documents establishing the qualification of the Bidder

6.1. Bidders must, as an integral part of their offer:

- a) produce a power of attorney authorizing the signatory of the tender to bind the tenderer;
- b) Provide the documents allowing the qualification of the bidder to be established according to the presentation indicated in Article 13 of the GRIT and including in particular, all the information (complete or update the information attached to their prequalification request which may have changed, in the event where the candidates have been prequalified) which are requested of them in the SRIT.

Information relating to the following points is required where applicable:

- i. The production of the extract from the balance sheets highlighting the turnover and results;
- ii. access to a line of credit or other financial resources;
- iii. Markets executed;
- iv. the list of key personnel;
- v. Availability of essential equipment;
- vi. The categorization certificate for construction service providers, if applicable.

6.2. Bids submitted by two or more grouped contractors (co-contracting) must meet the following conditions:

- a) The offer must include for each company, all the information listed in article 6.1 above. The SRIT must specify the information to be provided by the group and that to be provided by each member of the group;
- b) The offer and the contract must be signed in such a way as to bind all members of the group;

- c) The nature of the grouping (joint or several as required in the SRIT) must be specified and justified by the production of a copy of the group agreement in due form;
- d) The member of the grouping designated as agent will represent all the companies vis-à-vis the Project Owner or the Delegated Project Owner for the execution of the contract;
- e) In the case of a joint grouping, the co-contractors share the payments which are made by the Project Owner or the Delegated Project Owner in a single account. In the case of a joint group, the tasks of each member must be specified and each company is paid by the Project Owner or the Delegated Project Owner in its own account.

6.3. Bidders must also submit proposals in sufficient detail to demonstrate that they comply with the technical specifications and execution deadlines referred to in the SRIT.

6.4. Bidders requesting the benefit of a margin of preference must provide all the necessary information to prove that they meet the eligibility criteria described in Article 33 of the GRIT.

Article 7: Visit of works site

7.1 The tenderer is advised to visit and inspect the work site and its surroundings and to obtain for himself, and under his own responsibility, all information which may be necessary for the preparation of the tender and the work execution. This visit, when required in the RPAO, must be sanctioned by a certificate of site visit signed on honor by the bidder, highlighting a description of the site as well as observations on the conditions of execution of the work. Costs related to the site visit are the responsibility of the Bidder.

7.2 The Project Owner or the Delegated Project Owner is required to authorize the Bidder who so requests and its employees or agents to enter its premises and land for the purposes of said visit, but only on the condition expressly that the Bidder, its employees and agents release the Project Owner or the Delegated Project Manager from any liability that may result therefrom.

The bidder remains responsible for fatal or personal accidents, loss or damage to property, costs and expenses incurred as a result of this visit.

7.3. The Project Owner or the Delegated Project Owner may organize a visit to the work site at the time of the preparatory meeting for the establishment of the offers mentioned in article 19 of the RGAO.

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 procedures 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. 0. The letter of invitation to tender (for restricted invitation to tender);
- Document No. 1. The tender notice;
- Document No. 2. The General Regulations of the Invitation to Tender;
- Document No. 3. The Special Regulations of the Invitation to Tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices or the decomposition of the prices, if necessary;
- Document No. 9. The Model of the contract;
- Document No. 10. Models or forms to be used by bidders;
 - Annex No. 1: Declaration of Intent to Tender Model
 - Annex No. 2: Submission template

- Annex No. 3: Bid bond template
- Annex No. 4: Final guarantee model
- Annex No. 5: Start-up advance deposit template
- Annex No. 6: Performance bond model (retention)
- Annex No. 7: Model Technical Proposal Submission Letter
- Annex No. 8: Planning Framework Model
- Annex No. 9: Model list of personnel to be mobilized
- Annex No. 10: Model of service sheets likely to be subprocessed
- Annex No. 11: CV template for staff to be mobilized
- Document No. 11. The Integrity charter form;
- Document No. 12. : The declaration form of commitment to respecting social and environmental clauses.;
- Document No. 13. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
- Document No. 14. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

9.1. a) Any bidder wishing to obtain clarifications on the Tender Documents may make a request to the Contracting Authority in writing or by electronic mail (fax or e-mail) to the address of the Employer or of the Delegated Project Owner indicated in the RPAO or via COLEPS with a copy to the body responsible for regulating public procurement. However, the Contracting Authority will respond in writing or by email or via COLEPS or by any other means of electronic communication indicated in the DAO to any request for clarification received at least fourteen (14) days before the deadline for submission of offers. .

b). A copy of the response from the Contracting Authority, indicating the question asked but not mentioning its author, is sent to all bidders who have purchased the Tender Document within a maximum period of five (05) days.

9.2. Any tenderer who considers himself wronged may submit a request to the Project Owner or the Delegated Project Owner.

In the event of a restricted call for tenders, the recourse must:

- a) at the prequalification phase, must relate to requests for re-examination of the conditions of solicitation, prequalification or to requests for re-examination of decisions or acts taken and published by the Project Owner or the Delegated Project Owner during the prequalification procedure.
- b) Candidates have five (05) working days before the date of submission of applications and five (05) working days after the publication of the prequalification results to lodge their appeal with the Project Owner or Project Owner. Delegate, with copy to the Authority responsible for public procurement and to the body responsible for regulating public procurement.
- c) This appeal is not suspensive.

9.3. When the call for tenders is the procedure chosen, the appeal must be addressed, between the publication of the call for tenders and the opening of the bids:

- a) to the Client or Delegated Client with a copy to the Public Procurement Authority and the body responsible for regulating public procurement;
- b) it must reach the Client or the Delegated Client no later than fourteen (14) working days before the date of opening of the tenders;

- c) the Project Owner or Delegated Project Owner has five (05) working days to react.
- d) The copy of the reaction is sent to the Authority responsible for Public Procurement and to the Body Responsible for the Regulation of Public Procurement;
- e) in the event of disagreement between the applicant and the Project Owner or the Delegated Project Owner, the appeal is brought by the applicant to the Committee responsible for examining appeals.
- f) this appeal is not suspensive.

Article 10: Amendment of the Tender File

10.1. The Project Owner or the Delegated Project Owner may, at any time before the deadline for submission of tenders and for any reason, whether on its own initiative or following a referral from a tenderer, modify the Tender File by publishing an addendum.

10.2. Any addendum thus published will form an integral part of the Tender File in accordance with Article 8.1 of the GRIT and must be communicated in writing or served by any means leaving a written trace to all bidders having purchased the Tender File. Offers or via COLEPS or any other means of electronic communication indicated by the Project Owner in the Tender Documents.

10.3. In order to give bidders sufficient time to take the addendum into account in the preparation of their bids, the Project Owner or the Delegated Project Owner may postpone, as much as necessary, the deadline for submitting bids, in accordance with the provisions of Article 22 of the GRIT.

C PREPARATION OF BIDS

Article 11: Tender costs

The candidate will bear all costs relating to the preparation and presentation of his offer. The Project Owner or the Delegated Project Owner is in no way responsible for these costs, nor required to pay them, regardless of the progress or outcome of the procedure of the Invitation to Tender.

Article 12: Language of bid

The bid as well as any correspondence and any document exchanged between the bidder and the Project Owner or the Delegated Project Owner 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 they are accompanied by a precise translation into English or French by an approved translator; 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 in the country as well as international ;

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

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

b. Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6.1 of the Special Regulations of the Invitation to Tender especially company references, material and list of staff.

b.2 Methodology

The SRIT specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, HIMO approach, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract

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

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

b.4 Commentaries (optional)

Bidders will comment on the technical choices of the project and possible proposals.

b.5. the integrity charter

b-6- the declaration of commitment to respecting social and environmental clauses

c. Volume 3: Financial bid

It includes the elements making it possible to justify the cost of the work, namely:

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

Bidders will use for this purpose the documents and models or standard forms provided for in the Tender File, subject to the provisions of article 17.2 of the GRIT concerning other possible forms of Bid Security.

13.2. The SRIT indicates how long proposals must remain valid from the date of submission. During this period, tenderers must keep the specialized personnel proposed for the mission available. The Project Owner or the Delegated Project Owner will do everything possible to successfully complete the negotiations within these deadlines. If the latter wishes to extend the validity period of the proposals, Candidates who do not consent to this have the right to refuse such an extension.

Article 14: Bid price

14.1 Unless otherwise indicated in the Tender File, the amount of the contract will cover all of the work described in article 1.1 of the SRIT, on the basis of the Unit Price Schedule and the Quantitative and Estimated Details, as well as the sub-detail of the unit prices and the breakdown of the lump sum prices presented by the bidder if applicable.

14.3 Subject to the contrary provisions provided for in the SRIT and the SAC, all duties, taxes and insurance payable by the tenderer under the future Contract, or for any other reason, thirty (30) days

before the deadline for submission of offers will be included in the prices and in the total amount of its offer.

14.4 If price revision and/or updating clauses are provided for in the market, the date of establishment of the initial prices, as well as the terms of revision and/or updating of said prices must be specified.

Any Contract whose execution period is at most equal to one (01) year cannot be subject to price revision.

14.5 All unit prices accompanied by quantities must be justified by sub-details established in accordance with the framework proposed in Document No. 8 of the Tender file.

14.6 Bidders will indicate the discounts granted in their offers. In addition, they will specify the conditions of application of this discount.

Article 15: Currency of bid and payment

15.1 In the event of International Bidding, the currencies of the bid must follow the provisions of either Option A or Option B below; the applicable option being that retained in the RPAO.

15.2. Option A: the tender amount is expressed entirely in national currency.

The amount of the tender, the unit prices in the price schedule and the quantitative and estimated retail prices are expressed entirely in CFA francs as follows:

- a. Prices will be fully denominated in the national currency. The tenderer who intends to incur expenses in other currencies for the completion of the Works, will indicate in annex to the tender the percentage(s) of the tender amount necessary to cover the needs in foreign currencies, without exceeding a maximum of three currencies. of member countries of the institution of market financing.
- b. The exchange rates used by the Bidder to convert its offer into national currency will be specified by the bidder in an annex to the bid in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange risk is borne by the successful Bidder.

15.3. Option B: The bid amount is directly denominated in national and foreign currency.

The tenderer will label the unit prices of the price schedule and the prices of the quantitative and estimated details as follows:

- a. The prices of the inputs necessary for the work that the Bidder intends to procure in the country of the Project Owner or the Delegated Project Owner will be expressed in CFA francs as specified in SRIT and called “national currency”.
- b. The prices of inputs necessary for the work that the bidder intends to procure outside the country of the Project Owner or the Delegated Project Owner will be denominated in the currency of the country of the bidder or that of an eligible member country widely used in international commerce.

15.4 The Project Owner or Delegated Project Owner may ask tenderers to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total prices, and indicated in the annex to the tender, are reasonable. To this end, a detailed statement of its foreign currency requirements will be provided by the bidder.

15.5 During the execution of the work, most of the foreign currencies remaining to be paid on the contract amount may be revised by mutual agreement by the Project Owner or the Delegated Project Owner and the company so as to take into account of any change occurring in foreign exchange requirements under the market.

Article 16: Validity of bids

16.1 The offers must remain valid for the period specified in the Special Regulations of the Invitation to Tender from the date of submission of the offers set by the Project Owner or the Delegated Project Owner, in accordance with article 22 of the RGAO. An offer valid for a shorter period will be considered by the Procurement Commission as non-compliant, unless the period of validity of the bid bond is compliant. In this case, a period of forty-eight (48) hours is granted to the bidder to produce a new submission letter.

16.2 In exceptional circumstances, the Project Owner or the Delegated Project Owner may request the tenderer's consent to an extension of the validity period. The request and the responses made to it will be in writing (or by fax). The validity of the bid bond provided for in Article 17 of the GRIT will also be extended for a corresponding period. A Bidder may refuse to extend the validity of its offer without

losing its bid bond. A bidder who agrees to an extension will not be asked to modify its offer, nor will it be permitted to do so.

16.3 When the contract does not include a price revision item and the validity period of the offers is extended by more than sixty (60) days, the amounts payable to the successful bidder will be updated by application of the relevant formula appearing in the request for extension that the Project Owner or the Delegated Project Authority will send to the bidder(s).

The updating period will go from the date of exceeding sixty (60) days to the date of notification of the contract or the Administrative Order to start the work to the successful bidder, as provided for by the SAC. The effect of the discount is not taken into consideration for the purposes of evaluating offers.

Article 17: Bid bond

17.1 Pursuant to article 13 of the GRIT, the bidder will provide a bid bond of the amount specified in the Special Regulations of the Invitation to Tender, and which will form an integral part of his offer.

17.2 The bid bond will conform to the model presented in the Tender Document; other models may be authorized by the Project Owner or the Delegated Project Owner. The bid bond will remain valid for thirty (30) days beyond the initial deadline for validity of offers, or any new deadline for validity requested by the Project Owner or Delegated Project Owner and accepted by the bidder, in accordance with the provisions of article 16.2 of the GRIT.

For services relating to order letters, certified checks and bank checks are accepted as part of the bid bond.

17.3 Any offer not accompanied by an acceptable bid bond will be rejected by the Procurement Commission as incomplete. The tender bond of a group of companies must be established in the name of the agent submitting the offer.

17.4 Offers from unsuccessful bidders (with the exception of the copy intended for the body responsible for regulating public procurement) will be returned within fifteen (15) working days upon publication of the award results. Offers not withdrawn within this period may be destroyed, without giving rise to any complaint.

17.5 The bid security of unsuccessful bidders will be returned upon publication of the award results.

17.6 The tender security of the successful bidder of the Contract will be released as soon as the latter has provided the required final security.

17.7 The bid bond may be seized:

- a. If the bidder withdraws his offer during the validity period;
- b. If, the successful bidder:
 - i) Failure to fulfill its obligation to subscribe to the contract pursuant to article 38 of the GRIT;
 - ii) Failure to fulfill its obligation to provide the final security pursuant to article 39 of the GRIT;
 - iii) Refuses to receive notification of the market.

Article 18: Varying proposals of bidders

18.1 When the work can be carried out within variable forecast execution times, the SRIT will specify these deadlines, and indicate the method used to evaluate the completion time proposed by the tenderer within the planned timeframe. Offers proposing deadlines beyond those specified will not be considered non-compliant.

18.2 Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first quantify the basic solution of the Project Owner or the Delegated Project Owner as described in the Tender File, and also provide all the information that the Project Owner or Delegated Project Owner needs to carry out a complete evaluation of the proposed variant, including plans, calculation notes, technical specifications, price sub-details and proposed construction methods, and any other useful details. The Project Owner or Delegated Project Owner will only examine the technical variants, if applicable, of the bidder whose offer compliant with the basic solution was evaluated as the lowest.

18.3 When bidders are authorized, following the SRIT, to directly submit technical variants for certain parts of the work, these parts of the work must be described in the Technical Specifications. The tender dossier must clearly specify how the variants must be taken into consideration for the evaluation of the offers.

Article 19: Preparatory meeting to the establishment of bids

19.1 Unless the SRIT provides otherwise, the Bidder may be invited to attend a preparatory meeting which will be held at the place and date indicated in the SRIT.

19.2 The preparatory meeting will aim to provide clarification and answers to any questions that may arise at this stage.

19.3 The Bidder is requested, as far as possible, to submit any questions in writing so that they reach the Project Owner or Delegated Project Owner at least one week before the preparatory meeting. It is possible that the Project Owner or the Delegated Project Owner will not be able to answer questions received too late during the meeting. In this case, the questions and answers will be transmitted according to the terms of article 19.4 below.

19.4 The minutes of the meeting to which the attendance sheet is attached, including the text of the questions asked and the answers given, including the answers prepared after the meeting, will be transmitted without delay to all those who have purchased the Tender file. Any modification to the tender documents listed in Article 8 of the GRIT which may prove necessary following the preparatory meeting will be made by the Project Owner or the Delegated Project Owner by publishing an addendum in accordance with the provisions of article 10 of the GRIT, the minutes of the preparatory meeting cannot take its place.

19.5 The fact that a bidder does not attend the preparatory meeting for the establishment of offers will not be grounds for disqualification.

Article 20: Form and signature of bid

any modification, deletion or surcharge, unless such corrections are initialled by the signatory(ies) of the offer.

For electronic submission.

20.1 The offer must be transmitted by the tenderer on the COLEPS platform. A backup copy of the offer recorded on a USB key must be deposited in the services of the Project Owner or the Delegated Project Owner or the Contracting Authority concerned in a sealed envelope with the clear and legible mention "backup copy" and the references of the call of offers within the stipulated deadlines.

20.2 The offers, accompanied by the required documents, are collected in electronic files and grouped according to their administrative, technical and financial nature. However, regarding administrative documents, they are entered into COLEPS by the issuing structures. Worthy of note, the bidder must submit an original hard copy (one) of each bid (administrative ,technical and financial) with the contracting authority through the project and development office of the council. Room 213

20.3 The file formats chosen for submitting offers via COLEPS must be common formats whose use is widespread in the professional sector including operators likely to be interested in the consultation, for better exploitation.

20.4 The documents and pieces transmitted in the COLEPS platform are coated with an electronic signature through the use of the certificate.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

21.1 As part of the online submission, the offer to be provided by the bidder includes three electronic files corresponding to the three administrative, technical and financial volumes.

Each file must explicitly bear a name which refers to the nature of its content (Administrative Offer, Technical Offer, Financial Offer).

Alongside the electronic submission, bidders must send to the Contracting Authority or the Project Owner or the Delegated Project Owner within the same deadlines, a backup copy of their offer on physical

electronic media (USB key). This copy is sent under cover by post or by deposit with the Contracting Authority or the Project Owner or the Delegated Project Owner. This envelope, closed, must bear the words “backup copy” clearly and legibly, as well as the references of the consultation.

21.6 The constituent elements of the bidder's online or offline Offer must be the same for a given consultation.

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

22.1 Date and time-limit for submission of bids

- a. Offers must be received by the Project Owner or Delegated Project Owner through their internal administrative management structure for public contracts at the address specified in article 21.2 of the RPAO no later than the date and at the time specified in the Special Regulations of the Call for Tenders.
- b. The date and time of receipt of online submissions are automatically recorded by the dematerialization platform through a timestamping mechanism. Only the date and time of COLEPS or any other means of electronic communication indicated by the Project Owner are authentic.
- c. For timestamping, the reference time zone is local time (GMT/UTC + 1). This time is visible on the submission page.
- d. The Project Owner or the Delegated Project Owner may, at its discretion, postpone the deadline set for the submission of offers by publishing an addendum in accordance with the provisions of Article 10 of the RGAO. In this case, all rights and obligations of the Project Owner or Delegated Project Owner and bidders previously governed by the initial deadline will be governed by the new deadline.
- e. Offers transmitted electronically give rise to an acknowledgment of receipt mentioning the date and time of receipt as well as the consultation references.

22.2 Submission method

Online: only online submissions are accepted for this consultation by the Contracting Authority and are authentic. Worthy of note, the bidder must submit an original hard copy (one) of each bid (administrative ,technical and financial) with the contracting authority through the project and development office of the council.Room 213

The selected submission method is online

***NB:** At the time of online submission, bidders' submissions are automatically encrypted or encrypted, i.e. their content is made unreadable.*

Article 23: Late bids

Whatever the method of submission, any offer received in the services of the Project Owner or the Delegated Project Manager is inadmissible after the deadlines set for the submission of offers.

Article 24: Modification, substitution and withdrawal of bids

For online submissions,

Several offers may validly be sent by the same bidder before the deadline for receipt of offers. In this case, only the latest arrival and its corresponding backup copy, if applicable, will be taken into account during the evaluation, any other backup copies having to be returned without being opened.

The modification, replacement or withdrawal of the backup copy is done in accordance with the provisions of article 24 paragraphs 1 to 4.

E. OPENING OF ENVELOPES AND EVALUATION OF BIDS

Article 25: Opening of envelopes and petitions

25.1 Prior to opening bids, offers submitted electronically are deciphered by the Contracting Authority. Decryption consists of making the offers readable and accessible only to the Procurement Commission.

25.2 All bids are opened at one time, including for very important or complex works that have been subject to a prequalification procedure.

The competent Procurement Commission will open the bids in a timely manner and in the presence of representatives of the bidders concerned who wish to attend, on the date, time and address indicated in the

SRIT. The representatives of the bidders who are present will sign a register or sheet attesting to their presence.

Only bids or backup copies that were opened and announced out loud during bid opening will then be evaluated.

25.3 All envelopes will be opened one after the other and the name of the bidder announced out loud as well as any mention of a modification, the price of the offer, including any discount and any variation if applicable, the existence of a bid guarantee if required, and any other details that the competent procurement commission may deem useful to mention. All discounts and variations of the offer announced during bid opening will be subject to evaluation.

25.4 Given that an offer or a backup copy which has not been opened and read aloud during the bid opening session cannot be submitted for evaluation, the commission will systematically ensure that all offers received have indeed been examined.

25.5 A report of the opening of the bids is drawn up immediately which mentions the admissibility of the offers, their administrative regularity, their prices, their discounts, and their deadlines as well as the composition of the analysis subcommittee if applicable. . However, information relating to said composition remains internal to the commission. An extract from the minutes to which is attached the attendance sheet signed by all participants is given to each bidder upon request. Finally, only financial offers from bidders having reached the minimum technical score required are opened in the presence of the bidders concerned.

25.6 At the end of each bid opening session, the Chairman of the procurement committee makes available to the focal point designated by the body responsible for regulating public procurement a copy of the offer of each initialled bidder. by his care.

25.7 In the event of an appeal, the tenderer must send his request to the Appeals Examination Committee with a copy to the Project Owner or the Delegated Project Authority if applicable, to the president of the procurement commission concerned at the organization responsible for the regulation of Public Procurement and the Authority responsible for Public Procurement.

It must arrive within a maximum of three (03) working days after opening the envelopes, in the form of a letter duly signed by the applicant.

This appeal, which can only relate to the progress of this stage, in particular compliance with procedures and the regularity of the documents checked, is not suspensive.

Where applicable, the Independent Observer annexes to his report the sheet of the register of appeals which was given to him, together with the comments or observations relating thereto.

25.8 The opening of envelopes transmitted electronically and those presented on paper is done during the same session. The opening and examination of offers transmitted electronically are subject to the rules applicable to the processing of physical offers.

Article 26: Confidential nature of the procedure

26.1 No information relating to the examination, evaluation, comparison of offers, verification of the qualification of tenderers and the proposal for award of the Contract will be given to tenderers or to any other person not concerned by said procedure until the award of the Contract has been made public, under penalty of disqualification of the Bidder's offer and the suspension of the authors from all activities in the field of Public Procurement.

26.2 Any attempt made by a bidder to influence the Analysis Subcommittee in the evaluation of offers, the Tender Board, or the Project Owner or Delegated Project Owner in the award decision, may result in the rejection of its offer.

26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a tenderer wishes to contact the Project Owner or the Delegated Project Owner for reasons relating to his offer , he must do so in writing.

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

27.1 To facilitate the examination, evaluation and comparison of offers, the Chairperson of the Tender Board may, on a proposal from the analysis subcommittee, ask bidders, administrations or competent organizations to provide clarifications. on offers.

27.2 The request for clarification and the response are made in writing or via COLEPS or by any other means of electronic communication indicated by the Client in the Tender File, with a copy to the body in charge of regulation, but no change of the amount or content of the bid with a view to making it more competitive is sought, offered or authorized. The request for clarification must aim in particular to find information contained in the offer, to verify the accuracy of the information provided by a candidate, where applicable, to the issuing administrations, to ask a bidder to confirm the correction of a calculation error or omission discovered, to provide details on the technical aspects not understood by the analysis subcommittee or on the content of the price sub-detail, or, to justify the prices offers considered abnormally low.

27.3 The response time granted to requests for clarification cannot exceed seven (07) working days.

27.4 Subject to the provisions of paragraph 1 above, bidders will not contact members of the Tender Board and the analysis subcommittee for questions relating to their offers, between the opening of bids and the award of the contract.

Article 28: Determination of compliance of bids

28.1 The analysis subcommittee set up by the Tender Board in advance will verify the eligibility of bidders and carry out a detailed examination of the offers to determine whether they are complete and whether the required guarantees have been provided, if the documents have been correctly signed and if the offers are generally in good order.

28.2 The Analysis Subcommittee will then determine whether the offer substantially complies with the provisions of the Tender File based on its content without resorting to extrinsic evidence. As such, the Analysis Subcommittee:

- will examine the offer to confirm that all the conditions specified in the SRIT and the SAC have been accepted by the Bidder without substantial divergence or reservation;
- will evaluate the technical aspects of the offer presented in accordance with clause 13.1.b of the GRIT in order to ensure that all the stipulations of the Price Schedule, the methodological note relating to an analysis of the work and specifying the organization and the program that the bidder intends to put in place or implement to achieve them (installations, planning, QAP, subcontracting, site visit certificate if applicable, etc.) are respected without substantial divergence or reservation.

28.3 An offer that is substantially consistent with the Tender File is an offer that complies with all the terms, conditions, and specifications of the Tender File, without material discrepancies or reservations. An important divergence or reservation is one which:

- i. Significantly affects the extent, quality or completion of the Works;
- ii. Significantly limits, in contradiction with the Tender File, the rights of the Project Owner or the Delegated Project Owner or its obligations under the Contract;
- iii. Is such that its acceptance or correction would unfairly affect the competitiveness of other bidders who have submitted offers that essentially comply with the Tender File.

28.4 If an offer does not substantially comply with the Tender Documents, it will be rejected by the Competent Tenders Commission and cannot subsequently be made compliant.

28.5 The Project Owner or Delegated Project Owner reserves the right to accept or reject any modification, divergence or reservation. Modifications, discrepancies, variations and other factors which exceed the requirements of the Tender File shall not be taken into account when evaluating bids.

Article 29: Evaluation criteria and qualification of the bidder

The Subcommittee will ensure that the successful bidder retained for having submitted the offer substantially in accordance with the provisions of the Tender File, meets the evaluation and qualification criteria stipulated in the SRIT. It is essential to avoid any arbitrariness in setting these criteria.

Article 30: Correction of errors

30.1 The Analysis Subcommittee will check the offers recognized as essentially compliant with the Tender File to rectify any calculation errors. The analysis sub-committee will correct the errors as follows:

- a. If there is a contradiction between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price will prevail and the total price will be corrected, unless, in the opinion of the Analysis Subcommittee, the decimal point of the unit price is clearly misplaced, in which case the total price indicated will prevail and the unit price will be corrected;
- b. If the total obtained by addition or subtraction of the subtotals is not exact, the subtotals will prevail and the total will be corrected;
- c. In the event of a discrepancy between the prices in figures and those in words, the price in words takes precedence.

30.2. The amount appearing in the Submission will be corrected by the Analysis Subcommittee, in accordance with the error correction procedure mentioned above and, with the confirmation of the Bidder, the said amount will be deemed binding.

30.3 If the Bidder who presented the lowest evaluated offer does not accept the corrections made, his offer will be rejected and his bid deposit seized.

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of offers, the analysis subcommittee will convert the prices of the offers expressed in the various currencies in which the amount of the offer is payable in CFA francs.

31.2 The conversion will be done using the selling price set by the Bank of Central African States (BEAC), under the conditions defined by the SRIT.

Article 32: Evaluation and comparison of financial bids

32.1 Only offers recognized as compliant, according to the provisions of Articles 28 and 29 of the GRIT, will be evaluated and compared by the Analysis Subcommittee.

32.2 In evaluating the offers, the subcommittee will determine for each offer the evaluated amount of the offer by rectifying its amount as follows:

- a. By correcting any possible error in accordance with the provisions of article 30.2 of the GRIT;
- b. By excluding the provisional sums and, where applicable, the provisions for unforeseen events appearing in the summary quantitative and estimated details, but by adding the amount of the work under management, when they are costed competitively as specified in the SRIT;
- c. By converting the amount resulting from rectifications (a) and (b) above into a single currency, in accordance with the provisions of article 31.2 of the GRIT;
- d. By appropriately adjusting, on technical or financial grounds, any other quantifiable modification, divergence or reservation;
- e. Taking into consideration the different execution times proposed by the bidders, if authorized by the SRIT;
- f. Where applicable, in accordance with the provisions of article 13.2 of the GRIT and the SRIT, by applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is launched simultaneously for several lots.
- g. Where applicable, in accordance with the provisions of article 18.3 of the SRIT and the technical specifications, the technical variants proposed, if permitted, will be evaluated on their own merit and independently of whether or not the bidder has offered a price for the technical solution specified by the Project Owner or the Delegated Project Owner in the SRIT.

32.3 The estimated effect of the price revision formulas appearing in the GAC and SAC, applied during the period of execution of the Contract, will not be taken into consideration during the evaluation of the offers.

32.4 If the lowest evaluated financial offer is judged to be abnormally low or is significantly unbalanced in relation to the estimate made by the Project Owner or the Delegated Project Owner of the work to be carried out under the Contract, the subcommittee can, from the sub-detail of prices provided by the tenderer for any element, or for all the elements of the Quantitative and Estimated Detail, check whether these prices are compatible with the construction methods and the proposed schedule.

32.5 On a proposal from the analysis subcommittee, the Chairperson of the Tender Board may ask bidders or the competent administrations and organizations for clarification on the offers.

32.6 In the event that a bid is judged to be abnormally low, the Contracting Authority suggests that the Project Owner or Delegated Project Owner request supporting documents from the bidder concerned. If they are deemed unacceptable, they are transmitted by the Project Owner or the Delegated Project Owner to the body responsible for regulating public procurement, for opinion, at the same time as the request for clarification.

The Project Owner or the Delegated Project Owner takes into account the opinion of the body responsible for regulating the public contracts when making a decision.

Article 33: Preference granted national bidders

33.1 When awarding a contract within the framework of an international consultation, a margin of preference is granted, for equivalent offers and in order of priority, to bids presented by:

- a. A natural person of Cameroonian nationality or a legal entity under Cameroonian law;
- b. A company whose capital is entirely or majority owned by persons of Cameroonian nationality;
- c. A natural person or a legal entity with proof of economic activity in the territory of Cameroon;
- d. A group of companies bringing together Cameroonian companies.

33.2 Offers are considered equivalent when they have met the required technical conditions.

33.3 For works contracts, the national margin of preference is ten percent (10%).

33.4 National preference can only be applied when the tender documents so provide.

F – AWARD OF CONTRACT

Article 34: Award

34.1 The Project Owner or the Delegated Project Owner will award the contract to the Bidder who has submitted an offer that is essentially in compliance with the Tender File, (having the technical and financial capabilities required to execute the contract satisfactorily) and whose offer was evaluated as the lowest, taking into account, where applicable, the discounts offered.

34.2 If the Invitation to Tender concerns several lots, the award will be made according to the requirements of the SRIT.

34.3 In all cases, any award of a contract is materialized by a decision of the Project Owner or the Delegated Project Authority and notified to the successful bidder within a maximum period of seventy-two (72) hours from of his signature.

Any decision to award a public contract by the Project Owner or the Delegated Project Owner is inserted, with indication of price and deadline, in the public procurement journal published by the body responsible for regulating the public contracts or in any other authorized publication, in particular in COLEPS or on any other means of electronic communication indicated by the Project Owner.

Article 35: The right of the Project Owner or Delegated Project Owner to declare an Invitation to Tender unsuccessful or to cancel a procedure

35.1 The Project Owner or the Delegated Project Owner reserves the right to cancel an Invitation to Tender or to declare a call for tenders unsuccessful after consulting the competent Tender Board without this being necessary. to claim.

However, when the tenders have already been opened, cancellation is subject to the agreement of the Authority of Public Contracts.

35.2 The Project Owner or Delegated Project Owner notifies the decision of cancellation or that declaring the call for tenders unsuccessful, to the President of the Tender Board, with a copy to the body responsible for regulating the public contracts.

35.3 In the event of an allotment, the provisions set out in the paragraphs above are applicable to each lot.

Article 36: Notification of award of the contract

36.1 Any award of a contract is materialized by a decision of the Project Owner or the Delegated Project Owner and notified to the successful bidder within a maximum period of seventy-two (72) hours from its signature.

36.2 Before the expiry of the validity period for offers set by the SRIT, the Project Owner or the Delegated Project Owner will notify the successful bidder by fax confirmed by registered letter or by any other means that its submission has been detention. This letter will indicate the amount that the Project Owner or the Delegated Project Owner will pay to the co-contractor of the administration for the execution of the work and the execution deadline.

Article 37: Publication of results of award and petitions

37.1 The Project Owner or Delegated Project Owner has a period of five (05) working days to sign the award decision and publish the results from the date of receipt of the tender proposal. final award by the competent Tender Board, except in the event of suspension of the procedure.

37.2 Any decision to award a public contract by the Project Owner or the Delegated Project Owner is inserted with an indication of the amount of the successful bidder and the deadline, in the public contracts journal published by the body responsible for regulating public contracts or in any other authorized publication.

37.3 As soon as the award results are published, the Project Owner or the Delegated Project Owner sends to each bidder who requests it, an extract from the analysis report concerning them.

37.4 After publication of the award result, offers not withdrawn within a maximum period of fifteen (15) days will be destroyed, without giving rise to complaint, with the exception of the copy intended for the organization. responsible for regulating public markets if this has not been collected immediately.

37.5 In the event of an appeal, it must be sent to the Committee responsible for examining appeals with copies to the Project Owner or the Delegated Project Authority, to the President of the Tender Board concerned, to the Body responsible for the Regulation of Public Procurement, and the Authority responsible for public procurement.

It must take place within a maximum period of five (05) working days after the publication of the results.

37.6 This appeal may give rise to the suspension of the procedure at the discretion of the body responsible for regulating public procurement.

Article 38: Signing of the contract

38.1 After publication of the results, the Project Owner or the Delegated Project Owner has a period of five (05) working days to sign the contract from the date of subscription of the contract project by the successful bidder.

38.2 The successful bidder has fifteen (15) working days from receipt to sign the contract or the order letter. After this period, the Project Owner or the Delegated Project Owner reserves the right to cancel the award decision after formal notice from the successful bidder which has not been followed up. In this case, the bid bond is seized and the contract is awarded to the candidate ranked second.

38.3 The Project Owner or Delegated Project Owner has a period of five (05) working days to sign the contract, from the date of receipt of the draft contract subscribed to by the successful bidder; or for over-the-counter contracts, from the date of receipt of the opinion of the competent Central Contract Control Commission, after their subscription by the successful bidder.

38.4 The Project Owner or the Delegated Project Owner notifies the contract to its holder within five (5) working days following the date of its signature.

38.4 The successful bidder has a period of fifteen (15) working days from receipt to subscribe to the contract or the order letter. After this period, the Project Owner or the Delegated Project Owner reserves the right to cancel the award decision after formal notice from the successful bidder which has not been followed up. In this case, the bid bond is seized

Article 39: Final Bond

39.1 Within twenty (20) calendar days following notification of the contract by the Project Owner or Delegated Project Owner, the co-contractor will provide the Project Owner or Delegated Project Owner with a bond guaranteeing the full execution of the work. , in the form stipulated in the SRIT, in accordance with the model provided in the Tender Document.

39.2 The definitive guarantee, the rate of which, fixed in the SRIT, varies between 2 and 5% of the amount including tax of the market, increased where applicable by the amount of the amendments, can be replaced by the guarantee of a guarantee from a banking establishment approved in accordance with the texts in force, and issued for the benefit of the Project Owner or the Delegated Project Owner or by a personal and joint guarantee.

39.3 Small and medium-sized enterprises (SMEs) with national capital and managers as well as civil society organizations can produce in place of the bond, either a certified check, a bank check, a legal hypothec, or a security bond of a banking establishment or an approved financial organization in accordance with the texts in force.

39.4 Failure to produce the final guarantee within the prescribed deadlines may result in termination of the contract under the conditions provided for in the SAC. In this case, the bid bond is seized by the Client.

39.5 Holders of a letter of order may be exempt from the obligation to provide the final security.

DOCUMENT N° 3
SPECIAL REGULATIONS OF THE INVITATION
TO TENDER

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

| Art | INTRODUCTION | | |
|-----|---|------------|----|
| 1 | <p align="center">Definition of Works: Landscaping of the esplanade at Buea town</p> <p>The Contracting Authority: The Mayor of the Buea Council, Tel: +237 677 618 917 Invitation to Tender Reference: N°:010/ONIT/BUEA COUNCIL/BCTB/2026 OF 10/04/2026</p> | | |
| 1.2 | <p>Execution Period: THREE (03) months-90 calender days</p> | | |
| 2 | SOURCE OF FINANCING: PUBLIC INVESTMENT BUDGET MINHUD 2026 | | |
| 9 | ORIGIN OF MATERIALS, EQUIPMENT AND RELATED SERVICES SHOULD COME FROM THE LOCAL MARKET AND RESPECT THE NORMS APPLICABLE IN CAMEROON. | | |
| 6 | EVALUATION GRILL | | |
| | I – Main eliminatory criteria | | |
| | Sub Criteria | Evaluation | |
| | | Yes | No |
| A | Bid Security/CDEC | | |
| B | Administrative documents | | |
| | Signed and stamped submission | | |
| | Letter of attorney | | |
| | Treasury receipt for purchase of tender document | | |
| | CNPS | | |
| | Tax payers card | | |
| | Certificate of assessment | | |
| | An original attestation of bank account | | |
| | Certificate of non-exclusion | | |
| | Business location | | |
| | Non bankruptcy | | |
| C | Tender documents | | |
| | | | |
| | II – Main qualification Criteria | | |
| | Sub – Criteria | Evaluation | |
| | | Yes | No |
| A | Turnover (at least fifty million (50 000 000) FCFA | | |
| B | Pre - financing capacity (access to credit or other financial sources) Twenty million (20 000 000) FCFA | | |
| C | References of the bidder (projects, attach proof) | | |
| D | List for the Availability of materials and essential equipment | | |
| E | Proof of Ownership or hire of the essential equipment proposed | | |
| F | Experience of supervisory staff (at least Civil Senior technician with ten (10) years' | | |

| | | | |
|---|---|--|--|
| | experience or Civil Engineer with five (05) years of experience) | | |
| G | Antecedents of non-execution of contracts or pending disputes | | |
| H | Attestation of site visit (with acceptable report) sign by the bidder on his honour | | |
| I | Acceptable planning (Schedule) | | |
| J | Acceptable methodology | | |

The non-respect of three (03) of the ten (10) criteria shall cause the elimination of the bid.

| | |
|-----|---|
| 6.1 | Power of attorney for the Representative in case of a group of enterprises. |
| 7.2 | Site Visit: Bidders shall be expected to visit the works site and produce a report while an Attestation of site visit shall be issued by them on their honor. |
| 12 | Language of Bid: All bids shall be written in either English or French. |
| 13 | Presentation of Bids: The list of documents referred to in Article 13 of the General Regulations and above must be completed, grouped in three volumes as indicated and inserted in envelopes and labeled as follows: ENVELOPE A – VOLUME I |
| | <p>ADMINISTRATIVE DOCUMENTS.</p> <ul style="list-style-type: none"> a) Declaration of intent to tender with a 1500 FCFA fiscal stamp affixed to it, dated signed and stamped (see attached model); b) The group agreement, where need be; c) The Power of Attorney, where need be; d) A proof of nationality of bidder (certified true copy of national identity card of the General manager); e) A certificate of non-bankruptcy established by the Court of 1st instance of the place of residence of the bidder dated not more than three (3) months preceding the date of submission of bids; f) An attestation of Bank Account issued by a commercial Bank approved by the Ministry in charge of Finance and approved by COBAC; g) Original receipt of purchase of the Tender file; h) The Bid Bond of: 400 000FCFA i) An attestation of Non-exclusion from public contracts delivered by ARMP. j) A site visit attestation to be signed by the Bidder on his honour and report with pictures of the bidder on site k) An attestation for bidding purposes for this tender of not more than three (3) months old issued by the National Social Insurance Fund; l) An attestation of fiscal conformity; m) Current Business license certified by taxation with a fiscal stamp; n) A valid Taxpayers Card with a fiscal stamp; o) Current business registration papers in conformity with OHADA laws p) Attestation of localization with fiscal stamped and signed by the bidder q) Categorization certificate r) In case of a group of companies each member of the group must present a complete administrative file, |

documents e, f, g, h, l, m, n, o. and p being presented only by the representative of the group.
Declaration on my honour for haven't abandon any public contract

s) A duly initialed copy of the Special Administrative Clauses

All bids containing any forged documents listed above shall be simply rejected.

N.B. - All documents shall be originals if requested or certified photocopies signed by the services that issued them and must be less than **three (03) months old**.

- The documents shall be arranged in the order listed above and separated from each order by colored sheets.

ENVELOPE B: - VOLUME II

TECHNICAL OFFER.

B.1. - Information on qualification criteria.

a) Number of ongoing contract and their respective project owners

b) Proof of ownership or hiring possibilities of necessary equipment

In conformity with the tender, it shall show clearly the means at the disposal of the enterprise to carry out the job (list of equipment and tools (*certified copies of title deeds, receipts, etc.*)).

c) Personnel documents: shall contain

- List of workers required for the execution of the project

- Work Supervisor: (at least Civil Senior technician with 5 years' experience or Civil Engineer with three (3) years of experience)

- Foreman: A Civil Senior Technician or equivalent with at least 3 years' experience in the domain of road maintenance or Civil Engineer with two years' experience in the domain of road maintenance.

- Attach for the key personnel, a CV signed and dated, as well as certified copies of highest certificates and letter of availability of the staff)

d) Reference in the execution of at least two (02) similar works:

- List of similar jobs executed, with the costs of the Contracts, contacts of the project owners including justification documents. (Copies of the contracts or Jobbing Order first and last pages, good delivery voucher signed by the project owner, and minutes certifying the good execution of these contracts).

B.2 - Technical Proposals.

Bidders shall study the Technical specifications and establish a suitable methodology and work plan for the execution of the works.

It shall show clearly:

- methodology of execution,
- organization of the enterprise,
- Sources of materials;
- Work schedule;
- Site installation;
- Security arrangements;
- Environmental considerations;
- measures relating to the use of local manpower,
- etc.

(Date, signature and stamp of the bidder at the end of each document).

| | |
|------|--|
| | <p>B.3 – Proof of acceptance of the contract conditions:</p> <p>Bidders must sign as proof of acceptance of contract conditions the following documents:</p> <ul style="list-style-type: none"> - Specimen contract – Documents No 9 (each page should be initialed and last page signed and stamped) - Technical specification (each page should be initialed and the last page signed and stamped). <p>B.4 – Sub Contracting:</p> <p>Information on the sub-contractor (equipment, personnel, references, etc.). (Date, signature and stamp of the sub-contractor at the end of each document).</p> <p>ENVELOPE C: - VOLUME III</p> <p>FINANCIAL OFFER</p> <p>C.1. The offer shall be as per the attached model Bid letter (Document No. 10, Annexure 1), with a 1500 FCFA fiscal stamp affixed to it, dated and signed;</p> <p>C.2. The duly filled unit price schedule. (Initialed and stamped on each page, signature on last page);</p> <p>C.3. The duly filled detailed cost estimates. (Initialed and stamped on each page, signature on last page);</p> <p>C.4. The duly filled framework of sub detail of prices. (Initialed and stamped on each page, signature on last page);</p> <p>C.5. Documents demonstrating financial viability of enterprise of an amount at least Twenty million (20,000,000) FCFA (bank Statement, attestation of pre-financing capacity from bank manager, Attestation of solvency).</p> <p>NB: The various parts of the same file must obligatorily be separated by colour dividers b in a way as to facilitate examination.</p> |
| 14.3 | <p>Price and Currency of Bid</p> <ul style="list-style-type: none"> - Prices shall be inclusive of taxes and the currency shall be the national currency - Francs CFA - The prices of the contract are not revisable. |
| 16.1 | <p>Preparation and Submission of Bids</p> <p>Validity of Bids: The period of validity of bids is 90 days from the date of submission of bids.</p> |
| 17.1 | <p>Bid Bond</p> <p>Bidders shall furnish a bid of 400 000 FCFA Issued by a Commercial Bank recognized by the Ministry in charge of Finance and recognized by COBAC.</p> |
| | <p>Execution Period</p> <p>Bids are called on the basis of a maximum execution period of Three (03) months The execution period proposed by the successful bidder shall become the contractual execution period.</p> |
| 20.1 | <p>Manner of Submission</p> <p>The bids shall be submitted online</p> |
| 22.1 | <p>Submission of Bids</p> <p>Place, date and deadline for submission of Bids: Bids shall be submitted online latest on the 30/04/2026. at 12:00Noon. local time. Original hard copies of each bid must be submitted at he project and development unit of the council, room 213 and a backup USB key</p> |
| 25.1 | <p>Opening of Bids</p> |

| | |
|------|---|
| | Place, date and time of opening of Bids; Bids shall be opened at tender board office Room 106 Buea Council Chambers on the 30/04/2026 at 1:00p.m. local time. |
| 34.1 | Award of the Contract and Final Bond The contract shall be awarded to the bidder with the least financial offer having qualified administratively and technically. The successful bidder must furnish a final bond of two percent (2%) of the contract amount within twenty (20) days of notification of the contract award. |

A. OPENING OF OFFERS

THE OPENING OF ENVELOPE A (Administrative documents) shall be in public and the conformity of the documents 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.

THE OPENING OF ENVELOPE B and C (Technical and Financial offers) shall be in public in the same session to determine whether the file is complete with the authenticity of documents checked and whether the documents are signed correctly and presented in conformity to the tender.

EVALUATION AND COMPARISON OF OFFERS

1- General Presentation of the offer.

- Readable Yes / No
 - Binding Yes / No
 - Arrangement with respect to the Tender Yes / No
- **on 3**

2. Methodological note

- Explanation of work to be done Yes / No
 - Detailed organization of works (work schedule) Yes / No
 - Attestation of site visit Yes / No
 - Specimen contract initialed and signed Yes / No
 - Technical specification initialed and signed Yes / No
- **on 5**

3- References of the bidder (attach justifications).

- Summary table of references (with cost of contracts) Yes / No
 - At least 02 contracts with amount of 20,000,000fcfa during the last ten (10) years.
(Attach the first and last page of the registered contracts as well as the certificate of good work issued by the Project owner or minute of acceptance of the work) Yes / No
 - Road maintenance projects (three (03) projects minimum)...
..... Yes / No
- **on 3**

4- Financial capacity

- Bank attestation of a financial capacity of Twenty million (20 000 000) FCFA
..... Yes / No
- Turn-over of the company more than or equal to fifty million 50 000 000 FCFA
..... Yes / No
- Similarity between prices of sub-detail of unit price and those on the price list..... Yes / No

5- Support staff for the project

- Detailed list of the staff appointed for the project Yes / No

Project Supervisor

- Civil Engineer with five (05) years' experience, or Senior Civil Engineering Technician with five (5) years of experience..... Yes / No
- Signed and dated CV with availability certificate Yes / No
- Certified true copy of identity cards with three signature of the bearer Yes / No
- Similar projects higher or equal to three (03) Yes / No

Project Site foreman

- Civil engineer with 2 years of experience or Senior Civil Engineering Technician (with 5 years' experience)
- Signed and dated CV with availability certificate Yes / No
- Certified true copy of identity cards with three signature of the bearer Yes / No
- Similar projects higher or equal to three (03) Yes / No

Head Builder

- Senior Civil Engineering Technician (with 3years' experience) or Civil Engineering Technician with 5 years' experience Yes / No
- Signed and dated CV with availability certificate Yes / No
- Certified true copy of identity cards with three signature of the bearer Yes / No
- Similar projects higher or equal to three (03) Yes / No

..... On 13

Small and heavy equipment

- The small site equipment (wheelbarrows, trowels, level, shovels, pickaxes, shears, pliers, clamp)..... Yes / No
- Proof of ownership or hire of Grade, excavator and compactor Yes /No
- Site Pickup (Purchase deeds or hire)..... Yes / No
- Proof of ownership or hire of Concrete mixer and Concrete Vibrator Yes/No

.....on 4

For each piece of equipment, furnish the tender board with the title deeds or proved of hire.

6- Proposed execution Period

- Execution period less than or equal to that of the tender Yes / No

..... on 1

TOTAL

_____ **32 Points**

The number of "YES" points obtained shall be converted to percentage and only bids with a technical mark of over 75% shall go through the financial analysis.

DOCUMENT N° 4
SPECIAL ADMINISTRATIVE CLAUSES

SPECIAL ADMINISTRATIVE CLAUSES

TABLE OF CONTENTS

CHAPTER 1: GENERAL PROVISIONS.

- Article 1: Object of the Contract
- Article 2: Method of concluding the Contract
- Article 3: Definitions and duties
- Article 4: Language, applicable law and regulations
- Article 5: Contract Documents
- Article 6: General applicable texts
- Article 7: Communication
- Article 8: Service Orders
- Article 9: Contractors Equipment and Personnel

CHAPTER 2: FINANCIAL CLAUSES.

- Article 10: Guarantees and securities
- Article 11: Amount of the Contract
- Article 12: Place and method of payment
- Article 13: Price Variation
- Article 14: Method of evaluation of work done
- Article 15: Evaluation of materials on site
- Article 16: Start off payment
- Article 17: Payment on account
- Article 18: Interest on overdue payment
- Article 19: Penalties for delay
- Article 20: Final detailed invoice
- Article 21: Release of Guarantee Retention
- Article 22: Tax and Customs Schedule
- Article 23: Registration and stamp duty

CHAPTER 3: EXECUTION OF THE WORKS

- Article 24: Execution time limit of the Contract
- Article 25: Roles and obligation of the contractor
- Article 26: Roles and obligation of the Contracting Authority
- Article 27: Insurance of structures and civil liabilities
- Article 28: Documents to be furnished by the contractor
- Article 29: Organization and safety on the site
- Article 30: Setting out of structures

Article 31: Sub-contracting

Article 32: Work site journal.

CHAPTER 4: RECEPTION

Article 33: Provisional Reception

Article 34: Documents to be furnished after execution

Article 35: Guarantee period

Article 36: Final Reception

CHAPTER 5: MISCELLANEOUS PROVISIONS

Article 37: Termination of the Contract

Article 38: Force Majeure

Article 39: Litigation

Article 40: Drafting and dissemination of the Contract

Article 41 and last: Validity of the Contract.

ARTICLE 1: OBJECT OF THE CONTRACT

The object of the present Contract is **Landscaping of the esplanade at Buea town**

ARTICLE 2: METHOD OF CONCLUDING THE CONTRACT

This contract shall be awarded following an Open National Invitation to tender by emergence procedure for duly registered Cameroonians (Small and medium size enterprises) in conformity with Decree No. 2018/366 of 20 June 2018 relating to the Public Contract Code;

Decree No. 95/102 of June 09 1995, bearing on the attribution, organizing and functioning of contract commissions as modified by Decree No. 2000/156 of June 30th 2000. Circular No. 002/CAB/PM of November 4th 2002 relating to Public Contract procurement procedures.

The present Contract order is concluded by open National Invitation to Tender by emergence procedure

N°: 010 /ONIT/BU EA COUNCIL/BCTB/2026 OF 10/04/2026 for the Landscaping of the esplanade at Buea town

ARTICLE 3: DEFINITIONS AND DUTIES

3.1

- a) **The Contracting Authority** shall be the Mayor of the Buea Council; in this respect he preserves the original documents relating to the Contract and transmits copies to the Public Contract Regulatory Agency.
- b) **The Chief of Service** shall be **the Chief of Technical Services**. In this capacity, he shall respect the administrative, technical and financial clauses of this Contract.
- c) **The Contract Engineer** shall be **The Divisional Delegate of MINHUD Fako**, she examines, verifies, testifies and approves the quality and quantity of all works executed. In this capacity, he shall notify the contractor, the service orders related to the execution of the said project, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done. He works in collaboration with the project manager (if any provision is mad for one).

Any project modification must be submitted by the Chief of Service, through project manager (if any provision is made for one), to the Contracting Authority, for his approval before the contractor can be executed. The engineer must be notified. The Chief of Service is responsible for any modifications carried out without the Contracting Authority's approval.

- d) The DD MINDDEVEL shall be Observer for all projects co-opted in the follow-up committee.
- e) DD MINEPAT shall be part of the site installation committee
- f) The contractor shall be present or represented at all stages of control during execution

2. *Security*

- The authority in charge of ordering payment shall be the Mayor Buea Council (Contracting Authority). And if it is the final or last payment, they must be a final endorsement from the Divisional Delegate of Public Contracts Fako
- The authority in charge of the clearance of expenditure shall be the Contracting Authority.
- The body or official in charge of payment shall be Buea Council Municipal Treasurer.
- The official competent to furnish information within the context of execution of this Contract shall be the Mayor Buea Council.
- Divisional Delegate MINMAP/FAKO shall be responsible for the conformity visa of MINMAP before final payment.
- The Divisional Delegation of MINMAP Fako in charge of public contract execution external control has the right to visit the site at any time without any pre-notice.

ARTICLE 4: LANGUAGE, APPLICABLE LAWS AND REGULATIONS

4.1 The language to be used shall be either English or French

4.2 The contractor shall be bound to observe the laws, regulations and ordinances in force in Cameroon and in the execution of the Contract.

If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this Contract are amended after the signature of the Contract, the possible direct resulting cost shall be taken into account without gain or loss for either party.

ARTICLE 5 : CONTRACT DOCUMENTS

The Contractual document, which form part of this Contract are in order of priority.

1. The bid letter or commitment letter,
2. The bidder's tender and its annexure in all provisions not contrary to the Special Administrative Clauses (SAC) and the TECHNICAL SPECIFICATIONS (STC) referred to above;
3. Then special administrative clauses (SAC);
4. The special Technical condition (STC)
5. The particular element necessary for the determination of the contract price, such as in order of priority: the unit price schedule, the detailed of lump sum prices and detailed estimates break down of the lump sum prices;
6. Plans, calculation, notes, trial document and geotechnical document;
7. The General Administrative clauses applicable to Public works, supplier and service contract and made enforceable by Order No. 033/CAB/PM of 13th February 2007
8. The General Technical conditions applicable on the services forming the object of the Contract.

ARTICLE 6: GENERAL APPLICABLE TEXTS

This Contract shall be governed by the following texts:

1. Law N° 2018/011 of 11 July 2018 laying down the Cameroon code of transparency and Good Governance in Public Finance Management.
2. Texts governing the various professional bodies.
3. Law N° 92/007 of 14 August 1992 relating to the work code,
4. Law N° 096/12 of 05th August, 1996 on the management of the environment ;
5. Law N° 2000/10 of July 13, 2000 fixing the organization and the modes of the exercise of the profession of the Civil Engineer;
6. Law N° 2018/012 OF 11 July relating to the Fiscal Regime of the State and Other Public Entities;
7. Law N° 2025/012 of 17 December 2025 fixing the Finance law of the Republic of Cameroon for 2025 financial year.
8. Decree N° 2001/048 of 23 February 2001 relating to the setting up, organization and Functioning of the Public Contracts Regulatory Agency.
9. Decree N° 2001/651/PM of 16th April 2003 to lay down the procedure for implementing the Tax and Customs System applicable to Public Contracts
10. Decree N° 2003/651/PM of April 16, 2003 fixing the modes of application of the Fiscal and Customs Régime of the Public Contracts ;
11. Decree N° 2004/275 of 24th September 2004 to institute the Public Contracts Code;
12. Decree N° 2005/577 of February 23, 2005 fixing the modes of realization of Environmental impact studies ;
13. Decree N° 2012/074 of 08th March 2012 relating to the setting up, organization and functioning of Tenders Board;
14. Decree N° 2012/075 of 08th March 2012 organizing the Ministry of Public Contracts;
15. Decree N° 2012/076 of 08th March 2012 to amend and supplement some provisions of Decree N° 2001/048 of February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency (ARMP);

16. Decree n°093/CAB/PM of November 05, 2002 fixing the amounts of the Bid Guaranty and of the cost for the purchase of the Tender files ,
17. Decree n°070/MINEP of April 20, 2005 fixing the different categories of operations whose realization is submitted to the survey of environmental impact ,
18. the decree n°033/CAB/PM of February 13, 2007 putting in force the Notebooks of the General Administrative Terms (CCAG) applicable to Publics Contracts ,
19. Decree n°2018/366 of 20 June 2018 instituting the new Publics Contracts Code,
20. Circular No 004/CAB/PM of 4th November 2002 carrying Public Contracts Regulations,
21. Order No. 033/CAB/PM of 13th February 2007 enforcing the General Administrative Clauses applicable to Public Works, Supply and Service Contracts,
22. Circular n°003/CAB/PM of 18th April 2008 relative to the respect of the rules governing the Award, the Execution and the Control of the Public Contracts ;
23. Circular n° 002/CAB/PM of 31st January 2011 relative to the improvement of the performance of the System of the Public Contracts ;
24. Circular n° 003/CAB/PM of January 31, 2011 specifying the modes of management of the Changes of the Economic Conditions of Public Contracts ;
25. Circular N° 001/CAB/PR of 19th June 2012 relating to the Award and Control of the Execution of Public Contracts,
26. Circular No. 0001879/C/MINFI of 31/12/2025 Relating to Instructions to the Execution of Finance Laws, the Monitoring and Control of Execution of the Budget of the State, Public Corporations and Public Establishments, Regional and Local Authorities and Other Subsidized Bodies, for the 2026 financial year.
27. Circular Letter No. 005/LC/MINMAP/CAB of 13 July 2018 to specify Interim measures to be implemented following the signing and publication of Decree n°2018/366 of 20 June 2018 instituting the new Publics Contracts Code,
28. The technical norms in force in the Republic of Cameroon,
29. Other texts specific to contracting fields.

ARTICLE 7: COMMUNICATION

- 7.1. All notifications and written communication within the framework of this Contract shall be sent to the following address:
 - a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC, the contractor shall make his domicile known to the Chief of Service and immediately after completion of the works, correspondences shall be validly addressed to the Buea Council, chief of town of the Region in which the work was done;
 - b) In the case where the Contracting Authority is the addressee:
The Mayor Buea Council (Contracting Authority) with copies addressed to the Contract Engineer
- 7.2. The contractor shall address all written notifications or correspondences to the Contract Engineer.

The Contractor shall address all written notifications or correspondences to the Chief of Service with a copy to the Control Engineer and Contracting Authority

ARTICLE 8: SERVICE ORDERS

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

- 8.1 The Service Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Chief of Service with copies to the Contract Engineer, DD MINMAP and DD MINEPAT.
NB: Service Orders to Start Execution shall be considered notified to the contractor after fifteen (15) days following the signing of the Contract, in case the contractor does not come to collect the contract document from the office.
- 8.2 Service Orders with financial incidence likely to modify the time-limits shall be signed by the Contracting Authority. The Chief of service shall be notified ***and copies sent to the Divisional Finance Controller Fako and DDMINMAP/FAKO***
- 8.3 Service Order of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by the chief of service and the Contract engineer shall be notified.
- 8.4 Service Order serving as warnings shall be signed by the Contracting Authority and notified to the contractor by the chief of Service.

- 8.5 Service Order for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and the contractor shall be notified by the chief of service with a copy to the contract Engineer.
- 8.6 Service Order prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Chief of Service upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Service Order received. Having reservations shall not free the enterprise of executing the Service Order received.

ARTICLE 9: CONTRACTORS PERSONNEL

- 9.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the **Vote Holder**. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 9.2 . In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project owner has **Five (05) days** to notify his opinion in writing with a copy sent to the Contract Engineer. Beyond this time-limit, the staff list shall be considered as approved.
- 9.3 . Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract, or the application of penalties as follows:
 - **Change of Enterprise Engineer 5,000 Frs. / day multiplied by the duration of execution**
 - **Change of Enterprise Foreman: 3,000Frs/day multiplied by the duration of execute**

CHAPTER 2: FINANCIAL CLAUSES

ARTICLE 10: GUARANTEES AND SECURITIES

10.1 Final Bond

The final bond shall be fixed at 3% of the amount of the Contract, inclusive of all taxes.

The guarantee must be returned or released within one month following the date of provisional reception of the works.

The Contracting Authority shall order the release upon request by the contractor.

10.2 Retention Guarantee

The retention guarantee is fixed at 10% of items under guarantee (engineering structures, rain gates etc...)

This shall be liberated following a release order issued by the Contracting Authority within one (01) month after final reception upon request by the contractor.

10.3 Guarantee of start off payment

The contractor may be granted a start off amount of 20% of the contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

ARTICLE 11: AMOUNT OF THE CONTRACT

The amount of this Contract as per the attached bill of quantities and cost estimates is

..... (in figures) (in words) CFA. Francs inclusive of all taxes; that is:

-Amount exclusive of VAT(in figures) (in words) CFA.

-Amount of VAT (in figures)(in words) CFA

ARTICLE 12: PLACE AND METHOD OF PAYMENT

The contractor shall be paid by monthly installments, based on the certification by the Chief of Service of the various phases of work completed. The Engineer shall transmit after verification the said part payment to the Contracting Authority for visa before its liquidation by the Chief of Service.

All sums due shall be paid to account **No. opened by the contractor at**

ARTICLE 13: PRICE VARIATION

Prices shall be firm and not subject to any price revision.

ARTICLE 14: METHOD OF EVALUATION OF WORK DONE

The work done shall be evaluated using then unit price.

ARTICLE 15: EVALUATION OF MATERIALS ON SITE

15.1 The contractor shall be paid for usable materials intended for the execution of the works mobilized on site in the event where the Contract is prematurely terminated as provided for by the Regulations in force especially the public contract code.

15.2 No security shall be requested for payment on account of supplies or materials which are already on site

ARTICLE 16: START OFF PAYMENT

1. The Contracting Authority may grant a start-off advance 20% (all taxes inclusive) of the amount of the Contract without justification. This sum should be guaranteed 100% by a banking establishment accepted by MINFI according to the COBAC conditions. All payments will be made through the contractor's bank account **No. opened by the contractor at**

The start-off payment will be proportionately deducted from each part payment and should be totally reimbursed when the accumulated payments reaches 80% of the value of the Contract. All bills shall be verified and approved by the contract engineer and only after the Visa of the Contracting Authority.

ARTICLE 17: PAYMENT ON ACCOUNT

17.1 The amount of payment on account shall not exceed the value of the technical execution phases carried out.

17.2 Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract.

17.3 Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

17.4 The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

17.5 The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the chief of service.

17.6 The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

ARTICLE 18: INTEREST ON OVERDUE PAYMENT

18.1 Where the delay in payment fixed in Article 17 above is attributed to the Contracting Authority or accounting officer, the contractor shall be dully entitled to interest on overdue payments calculated from the day of issue of the payment voucher by the accounting officer.

18.2 The interest rate on overdue payments referred to Article 18 (1) above shall be the intervention rate of the Bank of Central African States (BEAC) in invitation to tender with a surcharge of one (1) point.

18.3 The amount of the interest on overdue payments shall be calculated according to the formula:

$$I = M \times (n/360) \times (i)$$

Where: M = Amount, all taxes inclusive, due the contractor

n= Number of calendar days of delay

i= The BEAC intervention rate concerning invitation to tender with a surcharge of one (1) point.

18.4 Interest of overdue payments shall not be applied on amounts already including compensations for delayed payments.

18.5 Interest on overdue payments shall be liable to taxes.

ARTICLE 19: PENALTIES FOR DELAY

19.1 The amount set for penalties for delays is set as follows:

a) One two thousandth (1/2000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first (1st) to the thirtieth (30th) day beyond the contractual time-limit.

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

19.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial Contract inclusive of all taxes.

20 B) SPECIFIC PENALTIES WITH AMOUNTS

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

22 1) Late submission of final bond -50 000 FRS

23 2) Late submission of Insurance - 50 000 FRS

24 3) Late submission of the Execution Plan -50 000 FRS. Payable at the Buea municipal Treasury,

25 4)late submission of Environmental and Social Management plan-50 000 FRS

ARTICLE 20: FINAL DETAILED INVOICE

20.1 After completion of the works and within a maximum time-limit of 30 days after the date of provisional reception, the contractor shall establish, based on joint reports, the draft final invoice for works executed and which summaries the total sums to which the contractor may be entitled as a result of the execution of the whole Contract.

20.2 The chief of service has 30 days to forward the corrected and approved invoice to the competent accounting officer.

ARTICLE 21: RELEASE OF GUARANTEE RETENTION

The Contracting Authority has 30 days after final reception to release the 10% guarantee retention.

ARTICLE 22: TAX AND CUSTOMS SCHEDULE

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

- Taxes and dues relating to industrial and commercial projects, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the tax code;

- Dues and taxes attached to the execution of services provided for in the Contract;
- Duties and taxes of entry in to Cameroonian territory (customs duties, VAT, computer tax);
- Commercial taxes and dues;
- Dues and taxes relating to the execution of building materials and water.

These elements must be included in the costs which the enterprise inputs on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All prices inclusive taxes mean VAT included.

ARTICLE 23: REGISTRATION AND STAMP DUTY

Seven (7) original copies of the present Contract shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

CHAPTER 3: EXECUTION OF THE WORKS

ARTICLE 24: EXECUTION TIME-LIMIT OF THE CONTRACT.

24.1 The time-limit for the execution of the works forming the object of this Contract shall be **Four (04) months**.

24.2 This time limit shall run from the date of notification of the service order to commence execution of the works.

ARTICLE 25: ROLES AND OBLIGATION OF THE CONTRACTOR

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Chief of Service in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy or hire all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessarily for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To this end, he cannot use any omission or under estimation of the works to make any claims of any nature whatsoever.

Ensure the availability and proper use of PPE on site for the safety of all the staff.

Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before reception, failing which the Contracting Authority shall automatically proceed with it soon after the expiry date, at the contractor's expense.

The contractor shall submit an Environmental and Social Management Plan before the start of works on site. It will be deposited in 3 copies for verification and validation by the chief of service for project and development unit. In the course of execution, monthly implementation reports shall be submitted to the Project and Development unit for validation.

The contractor shall train a management committee to follow-up to the execution process at the level of the community and sustainability of the infrastructure after execution.

ARTICLE 26: ROLES AND OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority shall make the site available for the works without interruption. The Contracting Authority shall authorize the contractor to install a site of the work and allocate any necessary installation for the use of the contractor.

The Chief of Service shall within 20 days of notification to commence works provide the contractor with necessary sketches and documents relating to the works.

The chief of service of the project and development unit shall ensure that the beneficiary community has a management committee for the infrastructure which shall be trained by the contractor.

ARTICLE 27: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES

The contractor shall take out a third party risk insurance concerning persons, property, or liabilities from an insurance company governed by the "CIMA" insurance code.

ARTICLE 28: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR

28.1 Program of works and Quality Assurance Plan

Within a maximum deadline of thirty (30) days from the date of notification of the service order to commence execution, the contractor shall submit in five (5) copies for the approval of the Chief of Service after the endorsement of the Engineer the execution plan of the works, his work schedule, and his draft Quality Assurance Plan

Within a maximum of 15 working days from the date of notification to start work, the contractor must submit his environmental and social management plan (ESMP) in three (3) copies for verification and approval by the chief of service of the project and development service.

Within fifteen days (15) from the date of notification of service order to start work, the contractor must submit a report justifying the training of the management committee for the project. This committee is to be trained before the commencement of work on site

This plan will be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of between eight and fifteen days from the date of reception with:

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

The Contractor has eight (8) days to present a new one.

The Chief of Services in their respective capacities then have a deadline of five (5) days to give his approval or possibly make remarks. In this case, the procedure is started all over without this affecting the contractual time-limit.

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

The Contractor will constantly update on site, a schedule that will take account of the real progress of the site. Significant modifications may only be made on the contractual program upon receiving the approval of the Contracting Authority.

- a) The Contractor shall indicate in this program the equipment and methods which he intends to use as well as the personnel he intends to employ.
- b) The approval granted by the Contracting Authority shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

28.2 Execution Plan

- a) The execution plan documents (calculations and drawings) necessary for the realization of all the parts of the structure must be submitted for the endorsement of the Engineer at least one month prior to the date provided for the commencement of realization of the corresponding part of the structure.
- b) The Engineer has a deadline of fifteen days to examine and make known his observations. The Contractor then has a deadline of eight days to present a new file including the said observations.

ARTICLE 29: ORGANISATION AND SAFETY ON SITE

- 29.1 Signs at the work site must be placed within a maximum deadline of one (1) month after the notification of the service order to commence work.
- 29.2 The contractor shall respect all standards safety measures during the execution, shall clear the site upon completion of the works.

ARTICLE 30: DEFINITION OF WORKS TO BE EXECUTED

The project team shall within a maximum of fifteen (15) days following the date of notification of the service order to commence work, update the location of works to be executed.

ARTICLE 31: SUB-CONTRACTING

This Contract may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial Contract amount. However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said Contract.

ARTICLE 32: WORKS SITE JOURNAL

- 32.1 The worksite journal must be systematically jointly signed by the Engineer and the Contractor's representative during site meetings and at each site visit.
- 32.2 It is a joint document in a single copy. Its pages must be numbered and initialed. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

CHAPTER IV: RECEPTION

ARTICLE 33.1: TECHNICAL ACCEPTANCE

The technical reception shall be done by the Contract Engineer prescribed by the state. The Contract Engineer shall invite the Technical Service, the project and development unit of the Council and DD MINMAP Fako

ARTICLE 33.2: PROVISIONAL ACCEPTANCE

Before the provisional acceptance, the contractor shall request in writing to the Chief of Service with a copy to the Contract Engineer for the organization of a technical reception that shall amongst others ascertain that:

- 33.1 Tests and checks are carried out;
- 33.2 The As-realized plan is furnished in five (05) copies
- 33.3 The folding up of the site installations and the restitution of the site as it was;
- 33.4 The chief of service shall write to the project owner for the convocation of the provisional acceptance notifying the chief of service of project and development unit of the council.
- 33.5 The acceptance committee shall comprise the following members:
 - The Mayor of the Buea Council (or representative) President

- | | |
|--|-----------|
| • The Divisional Delegate of MINHUD-FAKO (or representative) | Secretary |
| • The Chief of Service (The Chief of Technical Services, Buea Council) | Member |
| • The stores Accountant Buea Council | Member |
| • The Divisional Delegate of Public Contracts Fako or Representative | Observer |
| • DD MINDDEVEL FAKO | Member |
| • Contractor | Member |

The contractor shall be invited to the reception by mail at least ten (10) days prior to the reception. He is bound to attend (or be represented). He takes part in the reception as a member.

His absence is equivalent to acceptance without reservation of the conclusion of the acceptance Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the reception and shall proceed to provisional reception of the works if there is need.

The visit for provisional reception shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the commission.

The minutes of the provisional acceptance report shall specify or set the date of completion of the works.

33.6 The guarantee period commences from the date of acceptance works carried out

ARTICLE 34: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

34.1 The contractor shall furnish on or before the acceptance date, five (5) copies of as-realized plan following indications on the manual of directives and procedures for road maintenance in force in the Ministry of Public Works.

34.2 Implementation report of the Environmental and Social management plan (3copies)

34.3 Report on the training of the management committee (3 copies)

34.4 A penalty of fifty thousand (50.000) francs per day will be applied if the contractor fails to comply with Article 34.1 above and if the document is not approved at most 15 days after the acceptance.

ARTICLE 35: GUARANTEE PERIOD

The guarantee period shall be:

- One (1) year to run from the date of the provisional acceptance of the works for all permanent structures (gutters, concrete works)
- Six (6) months to run from the date of the provisional acceptance of all earth works

ARTICLE 36: FINAL ACCEPTANCE

Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee period.

The procedure for final acceptance shall be the same as for provisional acceptance.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 37: TERMINATION OF THE CONTRACT

The Contract may be terminated as provided for in Part III Paragraph 2 of Decree No. 2018/366 of 20 June 2018 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC especially in case of:

- Delay of more than fifteen (15) days in the execution of a Service Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10% of the amount of the works;

- Refusal to repeat poorly executed works;
- Default by the contractor;

ARTICLE 38: MAJOR IMPEDIMENT

If the contractor were to raise the issue of force majeure, concluded after its signature by the Contracting Authority and shall only come into force after its notification to the contractor, by the Contracting Authority the thresholds below which claims shall not be admitted are:

Rainfall: 200mm in 24hours

Wind: 40m/s

Flood: decennial flood frequency

In the event of circumstances beyond his control hindering the progress of the works, the contractor shall only be relieved of his responsibilities if he notifies the Administration in writing of his intention to invoke these circumstances of force majeure within fifteen (15) days of the occurrence of the event. However, the Administration still reserves the right to appreciate the circumstances of the force majeure.

ARTICLE 39: LITIGATION

Any dispute arising from this Contract shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the competent court in Fako Division of the Republic of Cameroon.

ARTICLE 40: DRAFTING AND DISSEMINATION OF THIS CONTRACT

Seven (7) copies of this Contract shall be produced at the cost of the contractor and furnished to the Chief of Service.

ARTICLE 41 AND LAST: VALIDITY OF THE CONTRACT

The Contract shall be considered valid after signature by the Contracting authority and after registration. Also, it shall be considered enforceable after notification to the contractor.

DOCUMENT N° 5
SPECIAL TECHNICAL CONDITIONS

TECHNICAL SPECIFICATION

1. SCOPE

OUTLINE DESCRIPTION: Including but not necessarily limited to:

- Preparation, cultivation of landscape areas,
- Supply and spreading of topsoil and mulch,
- Supply and planting of advanced trees, trees, shrubs and groundcovers,
- Supply and laying turf,
- Grassing,
- Maintenance

2. STANDARDS

REFERENCED DOCUMENTS: The following standards are referred to in this Section:

- Methods of Testing Soils for Engineering Purposes
- General Landscape Operations
- Soils for Landscaping and Garden Use
- Composts, Soil Conditioners and Mulches
- Trees from Nursery to Independence
- Pruning of amenity trees

3. SAMPLES

REQUIREMENT: Submit representative samples of the plants and other materials and products specified in the SAMPLES SCHEDULE.

PLANT SAMPLES: Submit each plant sample in the condition in which it is proposed to supply it to the site.

REJECTION: Replace, at no additional cost, plant samples rejected as unsuitable for use, including samples rendered unsuitable by the process of examination (e.g. for root condition). Samples not rejected may be included in plant material for use in the Works.

4. APPROVED SUPPLIERS

PLANT MATERIAL: Obtain plant material, including plants, seeds and mulch from approved suppliers. Furnish proof of ordering if requested. No extension of time will be granted if plant material is not available because of late ordering. Advise immediately if supply difficulties are encountered.

5. INSPECTION

NOTICE: Give not less than 48 hours' notice so that inspection may be made of the following, as applicable:

- Plant materials delivered to the site
- Setting out completed
- Clearing completed
- Sub---grades cultivated and/or prepared prior to placing topsoil.
- Grassing bed prepared prior to turfing, seeding, or temporary grassing
- Tree holes excavated and prepared for planting
- Plant material set out before planting
- Grassing or turfing completed
- Practical completion
- Upon completion of Defects Liability work.

PERIODIC INSPECTIONS: There will be regular periodic inspections at the beginning of each month during the establishment period and the Defects Liability Period.

6. PROTECTION

TREES AND SHRUBS: Specified in WORK NEAR TREES

7. TREES TO BE RETAINED

MARKING: Mark trees to be retained with tags. At the end of the Contract they will be checked and tags removed.

WORK NEAR TREES: Specified in WORK NEAR TREES

WORK ON TREES: If it is considered necessary to perform any work on trees, including pruning, root cutting, repair or removal, apply for permission and await instructions.

QUALIFIED PERSONNEL: Any work permitted to be done on trees to be retained shall be performed by an approved arborist.

PRUNING: If tree branches are directed to be removed, they must be pruned in accordance with BS 5837:2005.

REPAIR: If the Superintendent permits repair work to be attempted on a tree damaged during the work under the Contract, perform the repair work at no extra cost.

REMOVAL: If repair work is considered impracticable, or is attempted and fails, and if so directed, remove the tree and root system. Make good as necessary, and either replace the tree or pay damages as specified below.

REPLACEMENT: If so directed, provide, plant and establish, as part of the Works, at no extra cost, a replacement tree of the same species and similar size.

DAMAGES: If replacement as part of the Works is not approved, pay, for any tree removed pursuant to the above, damages assessed by the Superintendent as the cost of replacement by others. If replacement with a smaller tree is permitted as part of the Works, pay damages assessed as the difference between the replacement costs of the smaller and larger trees up to a limit, if any, specified in the ENVIRONMENTAL PROTECTION SCHEDULE.

WARNING SIGN: Display a sign in a prominent position at each entrance to the site, warning that trees and plantings are to be protected during the currency of the Contract. Remove on completion.

Lettering: 100 mm high, in red on a white background.

8. WORK NEAR TREES

PROTECTION: Adequately protect from damage all trees and other plants which need not be removed or destroyed for construction operations, or which are shown on the Drawings and/or specified to be retained, or which are beyond the limits allowed to the Contractor as shown or specified.

Protect trees specified or shown to be retained from damage by groundwork's. Take necessary precautions, including the following:

- Fence off the tree: Install a fence at the drip line. Do not allow storage of materials nor access within the fenced area.
- Harmful materials: Do not store, stockpile, dump, or otherwise place under or near trees, bulk materials and harmful materials including oil, paint, waste concrete, clearings, boulders and the like. Do not place spoil from excavations against tree trunks, even for short periods. Prevent wind-blown materials such as cement from harming trees and plants.
- Damage: Prevent damage to tree bark. Do not attach stays, guys and the like to trees.
- Work under trees: Do not remove topsoil from within the drip line of trees unless otherwise specified. If it is necessary to excavate within the drip line, use hand methods such that root

systems are preserved intact and undamaged. Open up excavations under tree canopies for as short a period as possible.

- Roots: Do not cut tree roots exceeding 25 mm diameter unless permitted by the Project Manager. Where it is necessary to cut tree roots, use a chain saw, handsaw or similar means.
- Backfilling: Backfill to excavations around tree roots with topsoil mixture as specified in TOPSOIL. Place the backfill in layers, each of 300 mm maximum depth, compacted to a dry density similar to that of the original or surrounding soil. Do not backfill around tree trunks to a height greater than 50 mm above the original ground surface. Immediately after backfilling, thoroughly water the root zone surrounding the tree.
- Compacted ground: Avoid compaction of the ground under trees. If the ground under trees has been unduly compacted during the work under the Contract, for example by the operation of heavy constructional plant, loosen the soil by coring.
- Coring: Carry out coring by forming 75 mm diameter 300 mm deep core holes at 900 mm centres for the whole of the area affected and backfilling the core holes with sand watered in.

1. DEMOLITION

Retain salvaged items for further direction from Project Manager

2. EARTHWORKS

1. EROSION CONTROL

EROSION CONTROL: Prevent erosion of soil from any lands used or occupied in the execution of the work under the Contract.

NECESSARY MEASURES: Adopt such measures as may be necessary for erosion control, including the following where applicable:

- Staging of operations (e.g. clearing);
 - Progressive restoration of disturbed areas;
 - Temporary drains;
 - Diversion and dispersal of concentrated flows to points where the water can pass through the site without damage;
 - Spreader banks: or other structures to disperse concentrated run-off;
 - Construction and maintenance of silt traps to prevent the discharge of scoured materials to downstream areas;
 - Temporary grassing: or other treatments to disturbed areas (e.g. contour ploughing);
- REMOVAL:** Remove temporary works when they are no longer required.

2. SITE CLEARING

LOCATION: Clear only the site areas occupied by works such as buildings, paving, excavations, regrading and the like, and areas shown on the Drawings or specified below as areas to be landscaped or cleared.

CLEARING OPERATIONS: General clearing: Remove everything on or above the site surface, including rubbish, vegetable matter and organic debris, scrub, timber, stumps, boulders, rubble, and the like.

Grubbing: Grub out stumps and roots over 50 mm diameter to a minimum depth of 500 mm below sub grade under buildings or paving, or 300 mm below finished surface in unpaved areas.

Old works: Break up if necessary and remove old slabs, foundations, paving's, drains, manholes and the like found on the surface.

Surface layer: Remove the surface layer of the natural ground. All topsoil is to be stripped and stockpiled for reuse.

TREES: Site clearing operations are subject to the restrictions specified in **TREES TO BE RETAINED** and **WORK NEAR TREES**.

CONTRACTOR'S SITE AREAS: If not included within the areas specified above, clear generally only to the extent necessary for the performance of the Works.

MULCH: Put approved cleared vegetation through a chipper. Reduce to pieces not larger than 75 x 50 x 15 mm and stockpile for re---use as mulch where directed.

3. ROCK LANDSCAPING

ROCK OUTCROPS: If rock, rock shelves and rock outcrops are shown on the Drawings as landscape features, protect them from mechanical damage and surface defacement by fire, paint, cement and the like. Provide temporary fences where shown on the Drawings or if required and remove on completion.

Restoration: If landscape feature rocks are damaged or defaced during the course of the Works, restore them by such means as the Project Manager may direct, or replace them if so directed, without extra charge.

Damages: If landscape feature rocks cannot be satisfactorily restored or replaced, pay the necessary damages.

PLACED ROCK: Place rocks where shown on the Drawings, after ground formation work has been carried out (topsoil or surface soil layers finished to final levels). Placed rock shall be approved site rock if available, otherwise provide imported rock as specified below. Protect the weathered faces from damage.

SITE ROCK: Salvage approved rocks of 0.5 m³ in volume or greater resulting from the work under the Contract. Stockpile the approved rocks so that they are accessible to a lifting device for future removal. Remove other site rock as specified in **DISPOSAL OF SPOIL**.

IMPORTED ROCK: Shall be selected prior to delivery from an approved source.

4. WEED ERADICATION

METHODS: Eradicate weeds by environmentally acceptable methods. Continue eradication throughout the course of the Works and during the establishment and Defects Liability periods.

5. FILLING

SOURCE: Provide filling free from perishable matter, imported on to the site from an approved source unless the specified filling type can be provided from spoil recovered from the excavations.

FILLING TYPES: General Filling: Graded material, maximum particle size 75 mm.

Landscape Filling: Material sourced from the 'B' horizon and not containing building rubble or the like and free of deleterious matter, or topsoil not meeting the specification.

6. PREPARATION FOR FILLING

GENERALLY: Suitably prepare the ground surface to receive filling, including topsoil filling where applicable.

UNDER SLABS OR PAVING: Water and roll the sub grade to achieve the densities stated for these locations in DRY DENSITY RATIO.

7. PLACING FILLING

EXTENT: Place and compact filling to the dimensions, levels, grades and cross section as required by or as shown on the Drawings, and so that the surface is constantly self draining.

LAYERS: Place filling in layers not exceeding the thickness stated below when measured loose, and compact each layer as specified in COMPACTION.

Maximum layer thickness: 150 mm

PLACING AGAINST CONCRETE: Do not place filling against concrete until the concrete has been in place for fourteen days, unless otherwise approved.

8. SPOIL

SURPLUS EXCAVATED MATERIAL: Remove from the site, including debris resulting from site clearance, and excavated material not re-useable as topsoil, filling, mulch or the like, unless otherwise specified or directed.

DISPOSAL: The Contractor shall be solely responsible for the safe and harmless disposal of surplus excavated material away from the site.

BURNING: Do not burn without permission.

BURIAL: Boulders, concrete fragments and the like materials may not be disposed of by burial and are to be disposed of offsite.

RE-USABLE SPOIL: Store where directed.

9. EARTH MOUNDS

LOCATION: Form earth mounds in the positions and to the contours shown on the Drawings.

CONSTRUCTION: Filling as specified in FILLING, in layers approximately 150 mm thick compacted to 85% of the dry density ratio of the surrounding soil as determined by AS 1289, to minimise slumping and further internal packing down. Corners and intersections of planes shall be rounded and gradual. To grading from edgings provide horizontal shoulders, minimum width 500 mm, before any change of level.

TOPSOIL COVER: For mass planted surfaces allow for 450 mm total topsoil plus mulch. For grassed surfaces allow for 150 mm total topsoil plus turf.

10. REINSTATEMENT

REQUIREMENT: Unless otherwise specified, restore the developed and undeveloped ground surfaces of the site to the condition existing at the commencement of the work under the Contract and backfilling under WORK NEAR TREES.

11. CULTIVATION

PREPARATION: Prepare the sub-grade to receive topsoil as specified in PLACING TOPSOIL. Remove existing weeds as specified in WEED ERADICATION.

CULTIVATION: Cultivate by ripping to the depths specified below, to loosen the compacted ground. Do not disturb services or tree roots; if necessary cultivate these areas by hand. During cultivation, thoroughly mix in any materials specified to be incorporated into the sub-grade.

STEEP BATTERS: Cultivate finished profiles by dragging a toothed bucket at right angles to the slope (horizontal or on contour). Ripping should achieve a minimum score of 50 mm.

Deleterious material: Remove stones exceeding 50 mm, and any other deleterious material brought to the surface during cultivation, including roots, sticks, weeds and the like.

SUB---GRADE SURFACES: Trim after cultivation to shapes and levels such that the required depth of topsoil can be placed to the specified finished surface levels.

CULTIVATION DEPTHS: Cultivate to the minimum depths specified below, as applicable:

1. Previously excavated areas: (For grassing and mass planting): Cultivate sub---grade 150 mm.
2. Unexcavated areas (natural soil):
 - Grassed areas: (Seeded, turf,): 150 mm. Cultivate the whole area to be planted. Finely cultivate the surface. Rake free of clods.
 - Mass planted areas: 300 mm below finished levels. Add site topsoil as necessary to bring the sub---grade surface to 100 mm below the required finished levels.
 - Temporary grassing: 25mm below finished levels.

12. TOPSOIL

DEFINITIONS:

Topsoil: General purpose soil to BS 3882:2007. Top dressing: To BS 3882:2007.

Planting Mixture: Three parts by volume of organic soil and one part of compost as specified in COMPOST, thoroughly mixed before placing.

Topsoil type in planting mixture: organic soil

SOURCE: Import topsoil on to the site from an approved source unless the specified topsoil type can be provided from material recovered from the excavations.

TOPSOIL TYPES: General purpose soil.

TOPSOIL STOCKPILES: Stockpile site topsoil approved for re---use, and imported topsoil where necessary, before placing as specified in PLACING TOPSOIL. Establish stockpiles to sizes and in locations as directed, to heights not exceeding 1.5 m. Provide adequate drainage and aeration.

LOCATIONS: Shown on the Drawings.

13. PLANT MATERIALS

14. COMPOST

DESCRIPTION: As described in BS PAS 100 ---well rotted compost or manure, with a neutral pH value, or other approved material, free from harmful chemicals, grass and weed growth. Provide a certificate of proof of compost pH value on request.

15. FERTILIZER

SUPPLY: Deliver fertiliser to the site in sealed bags, branded with the type and manufacturer's name.

FERTILIZER TYPES: Specified in the FERTILIZER SCHEDULE.

Grassing: At time of sowing or not more than 48 hours before: Spread fertiliser evenly over the prepared seed bed and rake lightly into the surface.

Individual plantings: Place fertiliser pellets in the pit of the plant, at the rate recommended by the manufacturer.

Planting beds: Place prolonged release type fertiliser around the plants at the time of planting, at the rate recommended by the manufacturer

16. MULCH

GENERALLY: Mulch shall be free of deleterious and extraneous matter, including soil, weeds, rocks, twigs and the like and complies with BS PAS 100.

LOCATION: Mulch the areas shown on the Drawings.

APPLICATION: Place mulch so that it is not in contact with the stems of plants.

MULCH TYPES: Brush chippings and leaf litter: Approved vegetative material (which may include leaf matter and tree loppings from Pinus or other suitable species), processed through a chipper to pieces not larger than 75 x 50 x 15 mm. Materials answering this description may be recovered from the site as specified in SITE CLEARING. Do not use privet, laurel, poplar, willow, or noxious weeds.

Pine flake: Pinus species sapwood slivers of size range 250 x 25 to 30 x 3 mm, graded with fines and bark. Pine bark: From mature trees, graded in size from 50 x 50 x 25 mm to 25 x 15 x 15 mm, free from wood slivers.

17. PLANTS

GENERALLY: Plants shall be vigorous, well established, hardened off, of good form consistent with species or variety, not soft or forced, free from disease and insect pests, with large healthy root systems and no evidence of having been restricted or damaged. Trees shall have a single leading shoot.

SUBSTITUTIONS: Make no substitutions unless approved in writing. Substitutions will not be approved if the Contractor has not complied with the Specification.

LABELLING: Label at least one plant of each species or variety in a batch with a durable, readable tag.

REPLACEMENTS: Order sufficient quantities to allow for plant failures. Replace, with plants of the same specified type, quality and size, any plants which fail or are damaged during the work under the Contract.

WARRANTY: Furnish a warranty from the supplier attesting that the plants are true to the specified species and type, and free from diseases, pests, weeds and the like.

STORAGE: Wherever possible, plants shall be planted immediately after delivery to the site. If this is not possible, keep them in good condition by appropriate storage methods, or as may be directed. Prevent theft, drying out or damage from any cause including frost, wind, sun, vermin, animals and the like. Provide an on-site nursery for holding plant stock on site for more than 48 hours, of sufficient size, with provision for watering.

18. PLANT CONTAINERS

SIZES: Supply plants in weed-free containers of the sizes specified in the PLANT SCHEDULE.

19. GRASS SEED

GENERALLY: Grass seed mixtures shall be thoroughly pre-mixed, and shall include a bulking material such as safflower meal or an approved equivalent if required by the method of sowing. Submit a certificate of germination before sowing. Deliver to the site in standard sized bags marked to show weight, seed species and vendor's name.

SEED MIXTURES AND APPLICATIONS: Specified in the GRASS SEED SCHEDULE.

3. PLANTING WORKS

1. GRASS SOWING

APPROVAL: Sow grass only when approved. Do not sow if frost is likely before the grass has reached an established state, or in periods of extreme heat, cold or wet, or when wind velocities exceed 8 km/h, unless otherwise approved.

PREPARATION: Prepare the areas to be sown as specified in TOPSOIL SPREADING and FERTILIZER. If a prepared area becomes compacted from any cause before sowing can begin, rework the ground surface as specified in CULTIVATION before sowing the seed.

SOWING: Sow the seed by a method which achieves the specified application rate and even distribution. Sowing machinery shall be purpose made. Lightly rake the surface to cover the seed. Roll the seed bed

immediately after sowing with a roller weighing not more than 90 kg/m of width for clay soils (or any soils having a tendency to pack) and not more than 300 kg/m of width for sandy or light soils.

2. GRASS ESTABLISHMENT

GERMINATION: Shall mean an even sward of healthy grass over the whole of the seeded area, with no bare patches.

WATERING: Thoroughly water the seeded area with a fine spray immediately after rolling until the soil is moistened to a depth of 150 mm. Continue watering until germination as necessary to keep the surface damp and the soil moist but not waterlogged. Then water as necessary to maintain the grass in a healthy condition, progressively hardened off to the natural climatic conditions prevailing in the locality at the time.

PROTECTION: Protect the newly sown areas against traffic until the grass is well established. **POST--GRASSING FERTILIZER:** Specified in **FERTILIZER**.

RESEEDING: Rake over and reseed areas where the grass seed fails to germinate within one month of the date of the original sowing.

MOWING: Make the first cut and subsequent mowings to maintain the grass within the specified height range throughout the contract period.

WEEDING: Remove weeds that emerge in the grassed areas, or where directed spray with a selected herbicide for broad leaved weeds, to manufacturer's recommendations.

3. TURFING

TURF TYPE: As shown on the drawing.

SUPPLY: Obtain turf from a specialist grower of cultivated turf. Furnish a warranty from the grower that the turf is free from weeds and other foreign matter.

MAINTAINING CONDITION: Deliver turf to the site within 24 hours of cutting, and prevent it from drying out between cutting and laying. If possible, lay it within 36 hours of cutting. If it is not laid within 36 hours, roll it out on a flat surface with the grass up, and water as necessary to maintain a good condition.

LAYING: Prepare the areas to be turfed as specified in **CULTIVATION**, **TOPSOIL**, and **FERTILIZER**. Lay the turf along the land contours with staggered, close butted joints, and so that the finished turf surface is flush with adjacent finished surfaces of paving and the like. As soon as practicable after laying, roll the turf with a roller weighing not more than 90 kg/m of width. On slopes too steep for rolling, lightly tamp the turf into place.

WATERING: As soon as possible after rolling, irrigate thoroughly with a fine spray to a depth of 150 mm. Continue as necessary to maintain moisture to this depth and to maintain the grass in a healthy condition.

MAKING GOOD: Lift failed turf and relay with new turf.

TOP DRESSING: When the turf is established, mow closely; remove cuttings and lightly top dress to a depth of 10 mm with topsoil as specified in **TOPSOIL**. Rub the dressing well into the joins and correct any unevenness in the turf surface.

4. TEMPORARY GRASSING

SEED MIX TYPE: Specified in **GRASS SEED**. **FERTILIZER:** Specified in **FERTILIZER**.

PREPARATION: As specified in **CULTIVATION**. Topsoil spreading shall not be required.

METHOD: Use purpose---made equipment where appropriate. Evenly distribute the seed and fertiliser, and provide appropriate cover to it.

WATERING: As necessary to ensure germination. Watering should not be necessary except in very dry conditions.

TIME LIMIT: Maintain temporary grassing until the expiration of the time limit specified in the TEMPORARY GRASSING SCHEDULE.

5. EXCAVATING FOR PLANTING

MASS PLANTING AREAS: Excavate a hole for each plant large enough to provide not less than 100mm all-round the root system of the plant, or as shown on the Drawings.

INDIVIDUAL PLANTINGS IN GRASSED AREAS: Excavate a hole 100 mm deeper and 600 mm wider than plant containers of 5 L and over, or 450 mm diameter x 200 mm deep for pots and tubes, unless otherwise shown on the Drawings. Break up the base of the hole to a further depth of 100mm, and loosen compacted sides of the hole, as necessary to prevent confinement of root growth to the hole.

6. PLANTING

LOCATIONS: Do not vary the plant locations from those shown on the Drawings unless otherwise directed. If it appears necessary to vary the locations and spacing's to avoid service lines, or to cover the area uniformly, or for similar reasons, apply for directions.

PLANTING CONDITIONS: Do not plant in unsuitable weather conditions such as extreme heat, cold, wind or rain. Suspend excavation in other than sandy soils when the soil is wet, or during frost periods.

FERTILIZING: Specified in FERTILIZER.

WATERING: Thoroughly water the plants before planting begins, immediately after planting, and thereafter as required to maintain growth rates free of stress.

DEPTH OF PLANTING: When the plant is in its final position in its hole or bed the top soil level of the plant root ball shall be level with the finished surface of the soil surrounding the hole or bed. Test the depth by measuring the sides of containers. If backfilling is required to correct the depth, use topsoil mixture as specified in TOPSOIL.

PLACING: When the hole or bed appears to be of correct size, and not before, remove the plant from the container with minimum disturbance to the root ball, and place it in its final position, in the centre of the hole and plumb.

BACKFILLING: Backfill with topsoil mixture as specified in TOPSOIL. Lightly tamp down the mixture and water to eliminate air pockets.

WATERING BASINS: Except in irrigated grassed areas, construct a watering basin around the base of each individually planted tree, consisting of a raised ring of soil capable of holding a minimum of 10L.

Mulch: To watering basins of trees planted in dry land grass areas, provide mulch 100 mm.

7. TRANSPLANTING

CONDITIONS: Obtain approval before commencing transplanting. Select a time having regard to the appropriate season, time of actual operation, root ball diameter and depth, lifting methods, and the like. Approval may be deferred if the time is unfavourable because of these factors, or because of weather conditions.

ROOT BALL: Two days prior to transplanting of each specimen, thoroughly irrigate it to the full depth of the root ball. Select the diameter and depth of cut for the root ball to be lifted to minimise the cutting of roots. Maintain the ball of soil around the root system in firm condition during transplanting by wrapping in hessian or other appropriate open weave material, securely tied.

ROOT CUTTING: Cut roots with sharp tools. Do not fracture the root ball.

PRUNING: If selective pruning of branches appears necessary, obtain prior approval, and prune only as directed, and as specified in TREE SURGERY.

PLANTING: Plant as specified in PLANTING. Remove the root ball wrapping and ties by cutting, to avoid disturbance to the root ball.

8. MULCH SPREADING

GENERALLY: Spread mulches evenly to the depths shown on the Drawings, and rake smooth to finish 25 mm below surrounding finished levels unless otherwise specified. Grade the finished surface evenly between design surface levels. Mulch to be kept clear of stems of plants.

INDIVIDUAL PLANTING'S. Provide a 1500 mm diameter circle of mulch to individual planting's in grass.

9. SPRAYING

REPORTING: Report any evidence of insect attack or disease amongst plant material immediately it is noted.

SPRAYING: If so directed, spray with an insecticide and/or fungicide approved prior to use, in accordance with manufacturer's recommendations, and to comply with statutory requirements.

10. STAKES AND TIES

STAKES: Treated softwood, straight, free from twists, pointed at one end.

Driving: Drive stakes 600 mm into the ground on the windward side of the plant, either before the plant is placed, or in such a manner as to avoid damage to the root system.

Sizes:

- For Adv. trees: 75 x 75 x 1800mm.
- For small trees (less than 2.5 m): 50 x 50 x 1800 mm, with ties spaced approximately 300 mm apart.
- For large trees double stake or underground fixing method, as directed.

TIES: Approved rubber or plastic strapping suitable to tree size should be used.

11. TREE SURGERY

GENERALLY: Tree work required to maintain trees on site shall be carried out by a tradesman qualified in arboriculture techniques, in a safe and if necessary progressive manner, and subject to prior approval.

OPERATIONS: All works on trees must comply with BS 5837:2005

PRECAUTIONS: Avoid damage to trees being treated or to nearby trees and surroundings. Do not use trees to be retained as anchors for winching operations or bracing.

DISPOSAL: Specified in SPOIL. Possible re--use as mulch is specified in SITE CLEARING. **ROOT PRUNING:** Specified in WORK NEAR TREES.

4. ESTABLISHMENT

1. PLANTING ESTABLISHMENT METHOD

COMMENCEMENT: The planting establishment period stated in the PLANTING ESTABLISHMENT SCHEDULE shall commence from the Date of Practical Completion of the Works or from the Date of Practical Completion of the planting works (hereby specified to be a separable part of the Works), whichever is the later.

PRACTICAL COMPLETION OF PLANTING: Practical Completion of the planting works shall include but not be limited to the germination of grassed areas, establishment of turfed areas, and replacement of plants which have failed or been damaged or stolen during the work under the Contract.

2. PLANTING ESTABLISHMENT

RECURRENT WORKS: Throughout the establishment period continue to carry out recurrent works of a maintenance nature specified elsewhere in this Section, including but not limited to watering, mowing, weeding, fertilising, pest and disease control, reseeding, returfing, staking and tying, replanting, cultivating, pruning, hedge clipping, aerating, renovating, top dressing, keeping the site neat and tidy, and the like.

REPLACEMENTS: Continue to replace failed, damaged or stolen plants as specified in PLANTS.

MULCHED SURFACES: Maintain in a clean and tidy condition and reinstate the mulch as necessary.

STAKES AND TIES: Adjust and/or replace as required. Remove at the end of the planting establishment period if directed.

GRASSED AREAS: Continue to carry out the works specified under GRASS ESTABLISHMENT. Water and weed as required to maintain healthy and weed free growth. Mow as required to maintain grass height within the specified height range. Apply lawn fertiliser as specified in FERTILIZER at the completion of the first and last mowings, and at other times as necessary to maintain healthy grass cover. Carry out the last mowing and fertilisation not less than seven days before the end of the planting establishment period. Remove grass clippings from the site.

MAINTENANCE PROGRAM: Furnish a proposed planting maintenance program, and amend it as required until approved. Comply with the approved program.

MAINTAINING EXISTING GRASS: Where shown on the Drawings, maintain existing grass within the contract area as specified for the corresponding classifications of new grassland.

3. WEEDING AND RUBBISH REMOVAL

CONTAINERS: Collect empty plant containers daily during planting operations and remove or store on site for later removal if permitted, but ensure they are not able to be scattered by wind or other causes.

WEED GROWTH: Regularly remove, by hand, rubbish and weed growth that may occur or recur throughout grassed, planted and mulched areas. Remove weed growth from an area 1500 mm diameter around the base of the trees in grassed areas.

5. TRIM

1. SAWN EDGING

MATERIAL: Sawn hardwood or softwood of Durability Class 1 as defined in Appendix D of BS EN 844

SIZE: 150 x 50 mm nominal edgings, 50 mm square pegs, pointed one end.

INSTALLATION: Set edgings flush with adjoining surfaces as shown on the Drawings to define planting and/or grass areas. Fix to pegs with galvanised nails, or treated pine self drilling screws, two per fixing. Drive pegs 400 mm into the ground, 25 mm below finished level at 1200 mm centres on the planting side of the edging and with the top of pegs 25 mm below the top of the edging.

CURVING: Where the timber edge is to be curved, space pegs to hold it to a uniform curve. Reduce edging thickness to 15 mm if required to enable it to be bent.

6. LANDSCAPE WORKS SCHEDULES

1. SAMPLES SCHEDULE

Requirement: Submit the following samples:

| Minimum specimen size | Minimum period |
|-----------------------|----------------|
|-----------------------|----------------|

Item and/or quantity: for consideration:
Plants 1 per 100 of each species 5 days
Mulch 2.5 kg of each type 5 days
Topsoil 2.5 kg 5 days
Planting mixture 2.5 kg 5 days

2. TOPSOIL SCHEDULE

Location: Topsoil type: Topsoil depth:
Grassed areas general purpose soil 150
Planting areas general purpose soil 450
Planting backfill planting mix as required

3. FERTILIZER SCHEDULE

Location: N:P:K ratio: rate:
Grass:
---@ time of sowing 11:34:11 300 kg/ha
---after germination 10:4:6 400 kg/ha

Turf: before laying 8:4:10 5 kg/100m²
After laying 8:4:10 5 kg/100m²
Advanced trees 12 month slow release mfg rec
Trees 12 month slow release mfg rec
Shrubs 12 month slow release mfg rec
Groundcovers 12 month slow release mfg rec

* Note slow release fertiliser should be species specific, i.e. native or non native.

4. GRASS ESTABLISHMENT SCHEDULE

MOWING:
Mowing intervals: as required
Height range: 50 – 75 mm

5. TEMPORARY GRASSING SCHEDULE

Location: all
Time limit: practical completion

6. PLANTING ESTABLISHMENT SCHEDULE

PLANTING ESTABLISHMENT PERIOD: 12 months

7. MEASUREMENT FOR PAYMENT

Payment shall be based on the Schedule of Rates as tendered for the contract. The following unit of measurement will be used in the preparation of the Schedule of Rates if lump sum Prices are not required. The schedule of rates shall include maintenance of the landscaped area throughout the defects liability period.

- Placing topsoil including fertilisers and seeding is measured in square metres.
- Existing topsoil on site is measured in cubic metres.
- Tree planting, shrubs and cover are measured in numbers.
- Turfing is measured in square metres.
- Cultivation is measured in square metres.

DOCUMENT N° 6
SCHEDULE OF UNIT PRICES

SCHEDULE OF UNIT PRICES
The Landscaping of the esplanade at Buea town

| N° | DESCRIPTION | Unit | Q'ty | Unit Price in figure | Unit Price in word |
|--|--|----------------|-------|-------------------------|-----------------------|
| LOT 100: PRELIMINARY WORKS | | | | | |
| 101 | Site installation | ff | 1 | | |
| 102 | Cleaning and preparatory of work surfaces | FF | 1 | | |
| 103 | Demolition and Disposal of building rubbish, waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge. | FF | 1 | | |
| 103 | Studies and execution plan | FF | 1 | | |
| 104 | bring and take of heavy duty equipment | FF | 1 | | |
| LOT 200: EARTH WORK | | | | | |
| 201 | Purchase and Supply of good soil for filling | m ³ | 105 | | |
| 202 | Purchase and Supply of Pouzollane | m ³ | 350 | | |
| 203 | leveling of platform including cut and fill and compaction of all surfaces | m ² | 8,000 | | |
| Sub Total Lot 200 | | | | | |
| LOT 300: CONCRETE WORKS/FINISHING | | | | | |
| 301 | Reinforce Concrete of platforms and access roads with matting of 8mm rod with thickness of 10cm thick | m ³ | 60 | | |
| 302 | Supply and Planting of decorative trees in green spaces including all works | U | 10 | | |
| 303 | Supply and planting of grass in green spaces including all works | m2 | 1050 | | |
| 304 | Supply and planting of flowers in green spaces including all works | ml | 150 | | |
| 305 | Construction of reinforce concrete gutters (0.5 x 0.5) | U | 40 | | |
| 306 | Supply and place of public bench 6m width and 12cm thickness according to proposed plan | U | 6 | | |
| 307 | Connection of street lights within the playground and at the external parts including all works and supplies and suggestions | U | 5 | | |

DOCUMENT N° 7
BILL OF QUANTITIES AND COST
ESTIMATES

DETAILED COST ESTIMATE
The Landscaping of the esplanade at Buea town

| N° | DESCRIPTION | Unit | Q'ty | Unit Price | Total Amount |
|--|--|----------------|-------------|-------------------|---------------------|
| LOT 100: PRELIMINARY WORKS | | | | | |
| 101 | Site installation | ff | 1 | 477,977 | |
| 102 | Cleaning and preparatory of work surfaces | FF | 1 | 400,000 | |
| 103 | Demolition and Disposal of building rubbish, waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge. | FF | 1 | 700,000 | |
| 103 | Studies and execution plan | FF | 1 | 500,000 | |
| 104 | bring and take of heavy duty equipment | FF | 1 | 1,500,000 | |
| Sub Total Lot 100 | | | | | |
| LOT 200: EARTH WORK | | | | | |
| 201 | Purchase and Supply of good soil for filling | m ³ | 105 | 8,000 | |
| 202 | Purchase and Supply of Pouzollane | m ³ | 350 | 9,500 | |
| 203 | leveling of platform including cut and fill and compaction of all surfaces | m ² | 8,000 | 500 | |
| Sub Total Lot 200 | | | | | |
| LOT 300: CONCRETE WORKS/FINISHING | | | | | |
| 301 | Reinforce Concrete of platforms and access roads with matting of 8mm rod with thickness of 10cm thick | m ³ | 60 | 200,000 | |
| 302 | Supply and Planting of decorative trees in green spaces including all works | U | 10 | 20,000 | |
| 303 | Supply and planting of grass in green spaces including all works | m2 | 1050 | 2,000 | |
| 304 | Supply and planting of flowers in green spaces including all works | ml | 150 | 8,000 | |
| 305 | Construction of reinforce concrete gutters (0.5 x 0.5) | U | 40 | 90,000 | |
| 306 | Supply and place of public bench 6m width and 12cm thickness according to proposed plan | U | 6 | 200,000 | |

| | | | | | |
|---------------------------|--|---|---|--------------------------|--|
| 307 | Connection of street lights within the playground and at the external parts including all works and supplies and suggestions | U | 5 | 300,000 | |
| Sub Total Lot 300 | | | | | |
| SUMMARY | | | | | |
| | | | | Sub Total Lot 100 | |
| | | | | Sub Total Lot 200 | |
| | | | | Sub Total Lot 300 | |
| TOTAL WITHOUT TAX | | | | | |
| VAT 19.25% | | | | | |
| A.I.R. 2.2 or 5.5% | | | | | |
| TOTAL TTC | | | | | |
| NET TO BE PAID | | | | | |

DOCUMENT N° 8
FRAMEWORK OF SUB DETAIL OF PRICES

FRAMEWORK OF SUB DETAIL OF PRICES

Due to the varied software, bidders are requested to conceive their formats.

| Désignation du prix : | | | | |
|--------------------------------------|--|---------------------------|-----------------------|---------------------|
| N° DU PRIX | Rendement journalier | Quantité totale | Unité | Durée de l'activité |
| A. Personnel | Catégorie | Salaire journalier | Jours facturés | Montant |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total A : Personnel | | | | |
| B. Matériel et engins | Type | Taux journalier | Jours facturés | Montant |
| | Petit Matériel | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total B : Matériel et engins | | | | |
| C. Matériaux et divers | Type | Prix unitaire | Consommation | Montant |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total C : Matériaux et divers | | | | |
| D | Total coût direct | | D = A + B + C | |
| E | Frais généraux de chantier | x% | E = D x % | |
| F | Frais généraux de chantier | x% | F = D x % | |
| G | Coût de revient | | G = D + E + F | |
| H | Risques et bénéfices | x% | H = G x % | |
| P | Prix de vente hors taxes | | P = G + H | |
| V | Prix de vente unitaire hors taxes | | P/Quantité | |

DOCUMENT N° 9
MODEL CONTRACT

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALISATION
REGION DU SUD OUEST
DEPARTÈMENT DU FAKO
COMMUNE DE BUEA

TEL: +237 672 004 332
BP. 66

Web :www.buea-council.com
E-mail: bueacouncil6@gmail.com

MINISTRY OF TERRITORIAL
ADMINISTRATION AND DECENTRALISATION
SOUTH WEST REGION
FAKO DIVISION
BUEA COUNCIL

TEL: +237 672 004 332
P.O.BOX 66

Web :www.buea-council.com
E-mail: bueacouncil6@gmail.com

CONTRACT NO. _____/C/ONIT/BCTB/2026

Awarded after an Open National Invitation to Tender by emergence procedure

N°:...../ONIT/BUEA COUNCIL/BCTB/2026 OF

BENEFICIARY: (Contractor and complete address)

B.P.....at..... Tel: Fax

Business Registry No: at

Tax Payers' Card No:

SUBJECT:

For the Landscaping of the esplanade at Buea town

AMOUNT IN FCFA:

| | |
|----------------------|--|
| Amount tax inclusive | |
| Amount without Taxes | |
| VAT (19.25%) | |
| A.I.R. (2.2 or 5.5%) | |
| Net Payable | |

FINANCING: BIP 2026

BUDGET HEAD:

LOCATION:

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

BETWEEN:

The Government of the Republic of Cameroon, represented by the Mayor of the Buea Council of, hereinafter referred to as "The Contracting Authority"

ON ONE PART,

AND

Enterprise

Whose head office is at

Hereinafter referred to as the "Contractor"

Represented by its Director, Mr.

Address: P.O. Box Tel Fax

Reg. No

Tax Payers' Card No

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

SUMMARY

Part I: Special Administrative Clause (SAC)

Part II: TECHNICAL SPECIFICATIONS (STC)

Part III: Schedule of Unit Prices

Part IV: Details or Estimates

DOCUMENT N° 10
FORMS AND MODELS TO BE USED

TABLE OF MODELS

Annexure No. 1: Model declaration of intension to Tender

Annexure No. 2: Model Tender

Annexure No. 3: Model Bid Bond

Annexure No. 4: Model Final Bond

Annexure No. 5: Model of start-off advance Bond

Annexure No. 6: Model Retention fund (Guarantee Retention)

ANNEX NO. 1:

MODEL DECLARATION OF INTENSION TO TENDER

I the undersigned, (indicate the name and capacity of signatory)

Representing the Company or enterprise or group with head office at

..... Registered in the trade register of Under the number

Having taken cognizance of all the documents featured or mentioned in the Tender file: tender No./ONIT/BUEA COUNCIL/BCTB/2026 for the After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- I pledge to execute the works within a deadline of three (03) months.
- I pledge to maintain my offer for a duration of **ninety (90)** days from the deadline of submission of tenders;

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

Done at

Signature of

In the capacity of

Duly authorized to sign the tenders on behalf of

.....

**ANNEX NO.2:
MODEL TENDER**

I the undersigned... (Indicate the name and capacity of signatory)

Representing the Company or enterprise or group with head office at

..... Registered in the trade register of Under the number

Having taken cognisance of all the documents featured or mentioned in the Tender file: tender N°: /ONIT/BUEA COUNCIL/BCTB/2026 OFfor the After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender at (in figures and words) FCFA exclusive of VAT and at (in figures and in words) FCFA inclusive of all taxes.
- I pledge to execute the works within a deadline of Months.
- I pledge to maintain my offer for a duration of **ninety(90)** days from the deadline of submission of tenders;

The Contracting Authority shall pay the sums due for this contract by crediting account

No:..... Opened in Bank branch.

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

Done at

Signature of

In the capacity of

Duly authorized to sign the tenders on behalf of

.....

**ANNEXTURE NO. 2:
MODEL BID BOND**

Addressed to the Contracting Authority

Whereas the undertaking Hereinafter referred to as the "bidder" has submitted his tender on for the, hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent toFCFA.

We (Name and address of the bank), represented by (names of signatories), hereinafter referred to as "the Bank" hereby declare to guarantee payment to the Contracting Authority of the maximum sum of, that the bank pledges to pay in full to the Contracting Authority, bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or

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

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

We undertake to pay the Contracting Authority an amount up to the maximum of the sum referred to above upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in its demand the Contracting Authority shall note that the amount claimed by him is due, because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

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

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

Signed and authenticated by the bank

at, on

(Bank's signature)

**ANNEX NO 3:
MODEL FINAL BOND**

Bank:
Reference of the Bond No:

Addressed to The Mayor of the Buea Council, South West Region

Hereinafter referred to as "The Contracting Authority"

Whereas (Name and address of contractor) hereinafter referred to "the Contractor", pledge , in execution of the contract, to carry out the works of;

Whereas it is stipulated in the contract that the contractor shall furnish the Contracting Authority a final bond of two percent (2%) of the amount of the contract as security for compliance with the contractor's performance obligations in accordance with the Contract.

Whereas we have agreed to provide the Contractor with this guarantee;
We, (name and address of bank),
Represented by (name of signatories)

hereinafter referred to as "the Bank", and we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations, without being able to defer the payment nor raise any contest for whatever reason, the sum of
..... (in letters and in words).

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the provisional reception of the works.

After this date the caution shall no longer be valid and shall be returned to us without any request on our part.

Any request for payment formulated by the Contracting Authority by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

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

Signed and authenticated by the bank at on
[Signature of the bank]

ANNEX NO 4:
MODEL OF START-OFF ADVANCE BOND

Bank reference:.....

Address:

We, the undersigned,.....(bank, address) hereby declare by the present to guarantee on behalf of (the Holder) to the benefit of the Contracting Authority (the Beneficiary) the payment, without contest and upon receipt of the first written request by the beneficiary, declaring that (the holder) has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of Contract No:...../C/BUEA COUNCIL/BCTB/2026 of relating to the of the total sum corresponding to the advance of thirty percent (30%) of the amount inclusive of all taxes of Contract No:..... C/BUEA COUNCIL/BCTB/2026, payable upon notification of the corresponding Service Order to start work that is,F CFA.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of (the holder) opened in the bank under No

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

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

Signed and authenticated by the bank at on

Signature of the bank

ANNEX NO 5:

MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)

Bank:
Reference of the Bond No:

Addressed to The Mayor of the Buea Council, South West Region
Hereinafter referred to as "The Contracting Authority"

Whereas (name and address of contractor) hereinafter referred to "the Contractor", pledge, in execution of the contract, to carry out the works of

Whereas it is stipulated in the contract that the guarantee retention fixed at ten percent (10%) of the amount of the contract may be replaced by a joint guarantee;

Whereas we have agreed to provide the Contractor with this guarantee;
We, (name and address of bank),
Represented by (name of signatories) and hereinafter referred to as "the Bank";

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of (in figures and in letters) corresponding to ten percent (10%) of the contract amount.

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

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

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

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

Signed and authenticated by the bank at on
[signature of the bank]

Place, Date

Appendix No. 6: Model declaration of honour for visiting the site

I, the undersigned Mr. _____
Representative of the Company _____
Acknowledge having visited this day on _____ of the month of _____ of the year _____
In the company of Mr. _____
Acting in place of the user, the Project site of _____

For which my company wants to bid.
Having visited the site, the following observations were noted:

N.B.: The bidder must submit a site visit declaration for each project site.

Done at _____, on _____

The bidder

[Name, first name, signature and stamp]

DOCUMENT N° 11
LIST OF COMMERCIAL BANKS AND FINANCIAL
INSTITUTIONS AND GEOTECHNICAL
LABORATORY ATTACH TO THE MINISTRY OF
PUBLIC WORKS

LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS

I) BANKS

- 1) Afriland First Bank (FIRST BANK) B.P 11 834, Yaounde;
- 2) Banque Atlantique Cameroun (BACM) B.P 2 933 Douala;
- 3) Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME) B.P 12 962 Yaounde;
- 4) Banque Gabonaise pour le financement International (BGFIBANK) B.P 600, Douala;
- 5) Banque Internationale du Cameroun pour l'Epargne et le Credit (BICEC) B.P 1 925, Douala;
- 6) Bank of Africa Cameroun (BOA Cameroun) B.P 4 593, Douala;
- 7) Citibank Cameroun (CITIGROUP) B.P 4 571, Douala;
- 8) Commercial Bank-Cameroun (CBC) B.P 4 004, Douala;
- 9) Ecobank Cameroun (ECOBANK) B.P 582, Douala;
- 10) National Financial Credit-Bank (NFC-Bank) B.P 6 578, Yaounde;
- 11) Societe Commerciale de Banques-Cameroun (SCB-Cameroun) B.P 300, Douala;
- 12) Société Générale Cameroun (SGC) B.P 4 042, Douala;
- 13) Standard Chartered Bank Cameroun (UBC) B.P 1 784, Douala;
- 14) Union Bank of Cameroon (UBC) B.P 15 569, Douala;
- 15) United Bank for Africa (UBA) B.P 2 088, Douala;

II) INSURANCE COMPANIES

- 16) Activa Assurances B.P 12 970, Douala;
- 17) Area Assurances S.A, B.P 1 531, Douala;
- 18) Atlantique Assurance S.A, B.P 2933, Douala;
- 19) Beneficial General Insurance S.A, B.P 2328, Douala;
- 20) Chanas Assurances S.A, B.P 109, Douala;
- 21) CPA S.A, B.P 54, Douala;
- 22) Nsia Assurances S.A, B.P 2 759, Douala;
- 23) Pro Assur S.A, B.P 1 011, Douala;
- 24) SAAR S.A, B.P 1 011, Douala;
- 25) Saham Assurances S.A, B.P 11 315, Douala;
- 26) Zenithe Insurance S.A, B.P 1 540, Douala;

A. Les laboratoires géotechniques agréés par le Ministère des Travaux Publics sont les suivants :

| N° | Nom du laboratoire ; | Catégorie | Groupes d'essai |
|----|--|---------------------------------|---|
| 1 | Laboratoire national du Génie Civil (Labogenie) BP 349 Yaoundé Tél : 22 33 33 06/ Fax : 22 30 24 55 | Laboratoire de référence | Tout type d'essais |
| 2 | Bureau d'Investigations Géotechniques (BIG) BP : 4 475 – Tél. :22 12 84 13 Yaoundé 75 92 81 66 | B | Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques Groupe V : Résines/Produits Bitumineux/ Bitumes. Groupe VI : Auscultation des chaussées/Bâtiments et Ouvrages d'Art Groupe VII : Peintures et Produits Chimiques |
| 3 | Bureau de Recherches, d'Etudes et de Contrôles Géotechniques (BRECG) BP : 7 889 – Tél. :22 22 08 21 Yaoundé 99 97 05 74 | B | Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques Groupe V : Résines/Produits Bitumineux/ Bitumes. Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art Groupe VII : Peintures et Produits Chimiques |
| 4 | Sol Solution Afrique Centrale BP : 5 983 – Tél. :33 01 96 23 Yaoundé 77 77 73 09 | B | Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques Groupe IV : Aciers/Bois Groupe V : Résines/Produits Bitumineux/ Bitumes. Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art |
| 5 | SOIL AND WATER INVESTIGATIONS BP : 5 640 – Tél.: 22 21 32 46 Yaoundé 77 70 75 01 | B | Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques Groupe IV : Aciers/Bois Groupe V : Résines/Produits Bitumineux/Bitumes. Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art Groupe VII : Peintures et Produits Chimiques |
| 6 | GEOFOR S.A BP: 1 883 – Tél. : 33 43 96 18 Douala 99 94 82 28 | B | Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques Groupe IV : Aciers/Bois Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art Groupe VII : Peintures et Produits Chimiques |
| 7 | INFRA- SOL BP : 3 256 – Tél. :22 23 85 54 Yaoundé 99 68 87 40 | B | Groupe I : Sols et Fondations Groupe II : Granulats Groupe V : Résines/Produits Bitumineux/ Bitumes. |
| 8 | Bureau d'expertise Technique et Géotechnique (BXTG) BP : 6 429 – Tél. : 33 01 47 17 Yaoundé 77 71 67 37 | C | Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques |

DOCUMENT N° 12

PLANS



