

REPUBLIC OF CAMEROON  
PEACE –WORK – FATHERLAND

MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT

SOUTH WEST REGION

MANYU DIVISION

TINTO COUNCIL

TINTO COUNCIL INTERNAL TENDER'S  
BOARD



REPUBLIQUE DU CAMEROUN  
PAIX – TRAVAIL – PATRIE

MINISTERE DE DECENTRALIZATION ET DU  
DEVELOPPEMENT LOCAL

REGION DU SUD OUEST

DEPARTEMENT DE LA MANYU

COMMUNE DE TINTO

COMMISSION INTERNE DE PASSATION  
DES MARCHES

## TINTO COUNCIL INTERNAL TENDERS BOARD

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

**N° 003 /ONIT/MAYOR/TC/ITB/PIB/2026 OF 19/03/2026  
FOR THE MAINTENANCE AND REHABILITATION OF SOME STREETS  
IN TINTO TOWN 7.5km, UPPER BAYANG SUB DIVISION,  
MANYU DIVISION**

**FINANCING: PUBLIC INVESTMENT BUDGET 2026**

**IMPUTATION: 60 38 391 0 32000004 0620464211**

**RECORD N°: JBO6208**

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**FINANCIAL YEAR 2026**

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# **Document No. 1**

## **Tender Notice**

REPUBLIC OF CAMEROON  
PEACE – WORK – FATHERLAND  
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MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT  
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SOUTH WEST REGION  
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MANYU DIVISION  
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REPUBLIQUE DU CAMEROUN  
PAIX – TRAVAIL – PATRIE  
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DES MARCHES  
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## TINTO COUNCIL INTERNAL TENDERS BOARD

### TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE  
N° 003 /ONIT/MAYOR/TC/ITB/PIB2026 OF 19/3/2026  
FOR THE MAINTENANCE AND REHABILITATION OF SOME STREETS IN TINTO  
TOWN 7.5km, UPPER BAYANG SUB DIVISION,  
MANYU DIVISION

**FINANCING: 2026 PUBLIC INVESTMENT BUDGET PIB**

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

The state of Cameroon represented by the Mayor of Tinto Council, the Contracting Authority, hereby launches an open invitation to tender by emergency procedure for the maintenance and rehabilitation of some streets in Tinto, Town Upper Bayang Sub Division, Manyu Division.

**2. Nature of services**

The works include the following:

**Preparatory works.**

**Preliminary works.**

**Earth works.**

Drainage.

**Displacement of concessionary lines.**

**3. Execution deadline**

The maximum execution deadline shall be three (03) calendar months, with effect from the date of notification of the service order to start work.

**4. Lots**

The works are in one (01) lot

**5. Estimated cost**

The estimated cost after preliminary studies is: **40 000 000FCFA**

**6. Participation and origin**

Participation in this invitation is opened to register qualified Contractors of the Republic of Cameroon with financial ability, technical and professional expertise in public works and construction.

## 7. Financing

This project shall be financed by the relevant credit allocation in the PIB 2026 of the Republic of Cameroon as per the imputation:.

Project	Imputation:	Amount project
FOR THE MAINTENANCE AND REHABILITATION OF SOME STREETS IN TINTO TOWN 7.5km, UPPER BAYANG SUB DIVISION	60 38 391 0 32000004 0620464211	40 000 000 FCFA

## 8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-class banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **Eight hundred thousand (800 000) FCFA** and valid for ninety (90) days beyond the date of validity of bids.

## 9. Consultation of tender file:

The Tender File may be consulted at the Tinto Council contracts office room 3 within working hours from 7:30am to 3:30pm **Tel. 675 78 64 62/ 677 434 725** and in **ARMP BUEA as well as in MINMAP MANYU.**

## 9. Acquisition of tender file:

The tender file may be acquired from the Tinto Council contracts office room 3 upon presentation of a non-refundable treasury receipt of **Sixty thousand (60 000) FCFA** bearing the name of the company.

## 10. Submission of bids:

Each offer or bid drafted in English or French in six (06) copies including one (01) original and five (05) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a treasury receipt at the secretariat of the Mayor of Tinto Council **not later than 21/04/2026 at 9 a.m.** local time on the day of opening and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

N° 003 /ONIT/MAYOR/TC/ITB/BIP2026 OF 19/03/2026

FOR THE MAINTENANCE AND REHABILITATION OF SOME STREETS IN TINTO TOWN 7.5km, UPPER BAYANG SUB DIVISION,  
MANYU DIVISION

Name and address of the Contracting Authority: **The Lord Mayor Tinto Council.**

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

The offers or the bids brought after the stipulated deadline shall not be received.

## 11. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the Invitation to Tender.

They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice.

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-class bank approved by the Minister in charge of Finance.

## 12. Opening of bids:

The opening of bids in one phase shall be done **on 21/04/2026 at 10.00 a.m.** in the Conference Hall of the Tinto Council by the competent Tender Board.

Only bidders may attend or be duly represented by a person of their choice who has full knowledge of the file.

The opening of administrative documents and the technical and financial bids (*technical and financial if the opening is single-phased, technical only if the opening is double-phased*)

### 13. Evaluation criteria

The evaluation of the bids shall be done in three (03) steps:

- 1<sup>st</sup> step: Verification of the conformity of the administrative file;
- 2<sup>nd</sup> step: Evaluation of the technical file;
- 3<sup>rd</sup> step: Analysis of the financial file.

#### i. Eliminary criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according to the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

- ◆ Absence of bid bond
- ◆ False declaration or forged document
- ◆ Non-compliance with major technical specifications (to be listed)
- ◆ Non-respect of X essential criteria (X being greater than or equal to 1)
- ◆ Absence of quantified unit price)
- ◆ Non-compliance with the model bid.

#### ii. Essential criteria

The technical documents shall be evaluated following the binary method:

N°	CRITERIA	CONFORMITY		OBS
		YES	NO	
<b>REFERENCES OF THE COMPANY</b>				
1	Minimum two (02) registered contract (1st and last pages) certified by a competent authority.			
2	Minimum two (02) PV of reception corresponding to the-joint contracts certified by a competent authority.			
<b>PERMANENT OR MOBILIZABLE MATERIAL MEANS.</b>				
3	Proof of a grader in good operating condition (own or hire)			
4	Proof of a bulldozer D6 in good operating condition (own or hire)			
5	Proof of a compactor in good operating condition (own or hire)			
6	Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
<b>QUALIFICATION OF SITE PERSONNEL</b>				
7	Organizational Chart of the company.			
8	Organizational Chart of site with comments.			
9	Works Director (at least Civil Engineer with at least 03 years of experience in similar works).			
10	Presentation of the Original of the Diploma of Work Director signed by the SDO or the Governor.			
11	CV signed and dated by the works Director.			
12	Site foreman (at least Higher Civil Engineering Technician with at least 03 years of experience in similar works).			
13	Certified copy of certificate of Foreman.			
14	CV signed and dated by the site foreman .			
15	Presentation of the Original of the Diploma of foreman signed by the SDO or the Governor.			
16	An attestation of non-abandonment of public contracts within the last "years issued by DD/MINMAP-MANYU.			
<b>METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS</b>				
16	Attestation of site Visit signed by the Mayor of Tinto Council or his representative.			
17	Site Visit report .			

18	Detailed technical note concerning the organisation and the execution of works.			
19	Planning of execution of works.			
20	Respect of the duration of work.			
21	Description of safety measures at the building site.			
22	Description of socio - environmental measures for the protection of the site.			
23	Coherence in the execution of works.			
24	Coherence in the organisation of the site.			
25	CCTP dully initialled on each page and signed and dated on the last page.			
<b>CAPACITY OF SELF-FINANCING</b>				
26	Attestation of credibility Minimum 25% of the bid price in FCFA.			
<b>GENERAL PRESENTATION OF THE BIDS.</b>				
27	Presence of all the documents.			
28	Properly bind.			
29	Table of content.			
30	Page separators in colour apart from white.			
31	Order prescribed respected.			
32	Clearness of the documents.			

#### **14. Award**

The Jobbing Order shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the lowest bid and technical quality, confer article 33 of the Public Contracts Code. However inconsistent and unrealistic financial offers shall not be accepted.

#### **15. Validity of bids**

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

#### **16. Complementary information**

Complementary technical information may be obtained during working hours from the Tinto Council General Secretariat **room 5**, or at the Technical service, **room 03**, Tel: 677 424 725/ 675 78 64 62.

Tinto, the 21/04/2026

**THE MAYOR TINTO COUNCIL**  
(Contracting Authority)

#### **Copies:**

- ARMP/BUEA (for publication and filing)
- DDMINMAP MANYU (for publication and filing).
- CP/TCITB.
- Notice Boards (for information).
- Archives.



# TINTO COUNCIL INTERNAL TENDERS BOARD

## AVIS D'APPEL D'OFFRES NATIONAL OUVERT

(PAR PROCEDURE D'URGENCE)

N° 003/AONO/MAIRE/CT/CIPM/BIP2026 DU 19/03/2026,  
POUR LES TRAVAUX DE ENTRETIEN ET REHABILITATION DE LA ROUTE EN TERRE  
DAN LA VILLE DE TINTO 7.5km, UPPER BAYANG SUB DIVISION, DEPARTEMENT DE LA  
MANYU.

Financement : BIP 2026

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

Le Gouvernement de la République du Cameroun représenté par le Maire de la Commune de Tinto, Maître d'ouvrage Délégué, lance un Avis d'Appel d'Offres National Ouvert pour les entretien et réhabilitation des routes en terre dans la ville de Tinto 7.5km Arrondissement de Upper Bayang, Département de la MANYU.

Les travaux comprennent notamment :

- L'installation de chantier;
- Le reprofilage simple;
- 

### 2. Délais d'exécution

Le délai global d'exécution des travaux est de trois (03) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'Ordre de Service de commencer les travaux.

### 3. Allotissement

Les travaux sont en un lot:

### 4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de : **40 000 000FCFA**

### 5. Participation et origine

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounaises ayant une expérience avérée dans le domaine des bâtiments et du génie civil en général

### 6. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Public MINH DU de l'exercice 2026.

Projet	Imputation	Montant
POUR LES TRAVAUX DE ENTRETIEN ET REHABILITATION DE LA ROUTE EN TERRE DAN LA VILLE DE TINTO 7.5km, UPPER BAYANG SUB DIVSION	<b>60 38 391 0 32000004 0620464211</b>	<b>40 000 000 FCFA</b>

## 7. Cautionnement provisoire.

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, dont le montant s'élève à **Huit-cent mille (800 000) FCFA** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

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

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la Bureaux du contrat de la Commune de Tinto dès publication du présent avis. Tel: 675 78 64 62/ 677 43 47 25 et a l'ARMP BUEA et DD/MINMAP/MANYU.

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

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de bureau du contrat de la Commune de Tinto sur présentation d'une quittance de versement d'une somme non remboursable de **(60 000)** francs CFA au Trésor municipal. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

## 10. Remise des offres

Chaque offre rédigée en Français ou en Anglais, en six (06) exemplaires dont un (01) original et cinq (05) copies marquées comme tels, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans les secrétariats des Maire de la Commune de Tinto, **au plus tard le 21/04/2026 à 9 heures**, heure locale et devront porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR PROCEDURE D'URGENCE  
N°003/AONO/MAIRE/CT/CIPM/BIP/2026 DU 19/03/2026,  
POUR LES TRAVAUX DE ENTRETIEN ET REHABILITATION DE LA ROUTE EN TERRE  
DAN LA VILLE DE TINTO 7.5km, UPPER BAYANG SUB DIVSION, DEPARTEMENT DE LA  
MANYU.**

Nom and address de Autorité Contractante': **LE MAIRE TINTO.**

***A n'ouvrir qu'en séance de dépouillement"***

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

## 11. Recevabilité des offres

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

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

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

## 12. Ouverture des plis

L'ouverture des offres aura lieu en un temps **le 21/04/2026 à 10 heures précises** dans la salle des Conférences de la Commune de Tinto, par la Commission de Passation des Marchés Compétente en présence des soumissionnaires

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

L'ouverture des pièces administratives et des offres techniques et financières (technique et financière si ouverture en un temps, technique uniquement si ouverture en deux temps)

### 13. Critères d'évaluation

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

- 1<sup>ère</sup> étape: Vérification de la conformité du dossier administratif de chaque soumissionnaire;
- 2<sup>ème</sup> étape: Evaluation des offres techniques;
- 3<sup>ème</sup> étape: Analyse des offres financières.

#### 1. Critères éliminatoires

- Absence de la caution de soumission,
- Fausse déclaration ou pièce falsifiée,
- Non-conformité aux spécifications techniques majeures (à lister),
- Le non-respect de X critères essentiels (X supérieur ou égal à 1),
- Absence d'un prix unitaire quantifié,
- Non-conformité du modèle de soumission,

#### 2. Critères essentiels

Les offres techniques seront évaluées sur la base de la méthode binaire.

N°	CRITERE	CONFORMITE		OBS
		YES	NO	
<b>REFERENCES OF THE COMPANY</b>				
1	Minimum two (02) registered contract (1st and last pages) certified by a competent authority			
2	Minimum two (02) PV of reception corresponding to the-joint contracts certified by a competent authority			
<b>PERMANENT OR MOBILIZABLE MATERIAL MEANS</b>				
3	Proof of a grader in good operating condition (own or hire)			
4	Proof of a bulldozer D6 in good operating condition (own or hire)			
5	Proof of a compactor in good operating condition (own or hire)			
6	Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
<b>QUALIFICATION OF SITE PERSONNEL</b>				
7	Organizational Chart of the company			
8	Organizational Chart of site with comments			
9	Works Director (at least Civil Engineer with at least 03 years of experience in similar works)			
10	Presentation of the Original of the Diploma of Work Director signed by the SDO or the Governor			
11	CV signed and dated by the works Director			
12	Site foreman (at least Higher Civil Engineering Technician with at least 03 years of experience in similar works)			
13	Certified copy of certificate of Foreman			
14	CV signed and dated by the site foreman			
15	Presentation of the Original of the Diploma of foreman signed by the SDO or the Governor			
16	Un attestation des non abandonnement de marches public pendant 3 ans surpasse			
<b>METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS</b>				
16	Attestation of site Visit signed by the Mayor of Bali Council or his representative			
17	Site Visit report			
18	Detailed technical note concerning the organisation and the execution of works.			

19	Planning of execution of works			
20	Respect of the duration of work			
21	Description of safety measures at the building site			
22	Description of socio - environmental measures for the protection the site			
23	Coherence in the execution of works			
24	Coherence in the organisation of the site			
25	CCTP dully initialled on each page and signed and dated on the last page			
<b>CAPACITY OF SELF-FINANCING</b>				
26	Attestation of credibility Minimum 25% of the bid price in F CFA			
<b>GENERAL PRESENTATION OF THE BIDS</b>				
27	Presence of all the documents			
28	Properly bind			
29	Table of content			
30	Page separators in colour apart from white			
31	Order prescribed respected			
32	Clearness of the documents			

#### **14. Attribution**

La lettre commande sera attribuera au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 33 du Code des Marchés Publics. Mais, l'offre non consistante et non réaliste ne sera pas acceptée

#### **15. Durée de validité des offres**

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

#### **16. Renseignements complémentaires**

L'information technique complémentaire peut être obtenue à toutes heures de travail aux bureaux de Travaux de la Commune de Tinto (porte o3) Tel : 675 78 64 62/677 43 47 25. /- .

**TINTO, le 19/03/2026**

**LE MAIRE DE TINTO**  
(AUTORITE CONTRATANT)

#### **Ampliations :**

- ARMP/SW/BUEA pour publication
- DD/MINMAP/MANYU;
- Archives
- Affichage

## **Document No. 2: General Regulations of the Invitation to Tender**

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# GENERAL RULES OF THE INVITATION TO TENDER

## A. General

### Article 1: Scope of the tender

- 1.1. The Mayor of Tinto Council herein after referred to as the Contracting Authority, launches an open national invitation to tender for the execution of the work described in the special clauses of this call for tenders (RPAO). It is referred as "the work".
- 1.2. The successful bidder or contractor must complete the work within the period indicated in the RPAO, and which runs from the date of notification of the service order (SO) to start the work.
- 1.3. In the following tender Document (DAO), the term "day" refers to a calendar day.

### Article 2: Financing

The above works, subject of the present call for Tender, are financed **by the Public Investment Budget 2026**.

### Article 3: Fraud and corruption

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

- a) The following definitions shall be admitted:
    - i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
    - ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
    - iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Delegated Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
    - iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
  - b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2** The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

### Article 4: Candidates allowed to compete

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the invitation to tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
  - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
  - ii) presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
  - iii) The Contracting Authority/Delegated Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

The bidder must not have been excluded from bidding for public contracts.
- (c) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Delegated Contracting Authority or Project Owner.

#### **Article 5: Building materials**

- 5.1 Building materials, the contractor's materials, forming the subject of this contract may originate from within or without Cameroon which meet the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials
- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

#### **Article 6: Qualification of bidder**

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

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

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

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

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

- (b) The bid and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Delegated Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

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

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

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

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

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

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

## **B. Tender File**

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

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

- Document No. 1. The letter of invitation to tender (for restricted invitation to tender);
- Document No. 2. The tender notice;
- Document No. 3. The General Regulations of the invitation to tender;
- Document No. 4. The Special Regulations of the invitation to tender;
- Document No. 5. The Special Administrative Conditions;
- Document No. 6. The Special Technical Conditions;
- Document No. 7. The schedule of unit prices;
- Document No. 8. The bill of quantities and estimates;
- Document No. 9. The sub details of unit prices;
- Document No. 10. Model documents of the contract:
  - a. The execution schedule;
  - b. Model of forms presenting the equipment, personnel and references;
  - c. Model bidding letter;

- d. Model bid bond;
- e. Model final bond;
- f. Model of bond of start-off advance;
- g. Model of guarantee in replacement of the retention fund;
- h. Model contract;

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

- a. Model contract;

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

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

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

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

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Delegated Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

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

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

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

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

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

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

## C Preparation of bids

### Article 11: Tender costs

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

### Article 12: Language of bid

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

### Article 13: Constituent documents of the bid

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

#### a. Volume 1: Administrative file

It includes:

I. All documents stating that the bidder:

- Has complied to all declarations provided for by the laws and regulations in force;
- Is current with his taxes, contributions, fees or levies of any kind whatsoever;
- Is not in a State of liquidation or bankruptcy;
- Is not a foreigner
- Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.

II. Bid bond(s) issued is in conformity with the provisions of article 15 of the present RGAO;

III. A written confirmation authorizing the signatory of the offer to engage the bidder

IV. The CCAP is duly initialed on each page and signed on the last page.

V. Localization plan is duly signed by the authority concern.

#### b. Volume 2: Technical bid

It includes:

I. Site visit report;

II. Personnel: the contractor will present the competent technical staff and workers he intends to hire before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma and presentation of signed of certificate and the attestation of availability signed by the candidate);

III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of technical visit of rolling equipment);

IV. References of the company (the contractor will provide Contracts or Jobbing Orders for similar work carried out as well as related minutes of acceptance);

V. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the planning of intervention, the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,

VI. The CCTP duly initialed on each page and signed on the last page;

VII. Attestation of solvency of the Contractor.

### c. **Volume 3: Financial bid**

The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

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

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

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

### **Article 14: Bid price**

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

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

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

**15.2 Option A:** The amount of the bid shall be entirely made in the national currency. The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

- a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the

needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

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

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

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

- a. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";
- b. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

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

## **Article 16: Validity of bids**

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

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

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

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

## **Article 17: Bid bond**

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

- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Delegated Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- if the bidder withdraws his bid during the period of validity;
  - (b) if the retained bidder:
    - i. Fails in his obligation to register the contract in application of article 38 of the General Regulations;
    - ii. Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
    - iii. Refuses to receive notification of the Administrative Order to commence execution.

#### **Article 18: Varying proposals of bidders**

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

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

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

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

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority/Delegated Contracting Authority at least one week before the meeting. The Contracting Authority/Delegated Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

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

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

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the bid.

### **D. SUBMISSION OF BIDS**

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

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) Should be addressed to the Contracting Authority/Delegated Contracting Authority at the address indicated in the Special Regulations;
  - b) Should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

- 22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

#### **Article 23: Late bids**

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

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

- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription “**WITHDRAWAL**”, and “**REPLACEMENT BID**” or “**MODIFICATION**”.
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

### **E. Opening of envelopes and evaluation of bids**

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

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked “**withdrawal**” shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked “**Replacement bid**” are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked “**modification**” shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Delegated Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.
- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
- The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

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

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Delegated Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Delegated Contracting Authority for reasons having to with his bid may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

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

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
  - ii) which substantially limits, contrary to the Tender File, the rights of the Delegated Contracting Authority or his obligations in relation to the contract;
  - iii) whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

**Article 29: Qualification of the bidder**

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

**Article 30: Correction of errors**

- 30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
  - (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
  - (c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above
- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

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

- 31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

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

- 32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
  - b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are cost in a competitive manner as specified in the Special Regulations.
  - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
  - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
  - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
  - g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Delegated Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

### **Article 33: Preference granted national bidders**

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

### **Article 34: Award**

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

### **Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure**

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

### **Article 36: Notification of award of the contract**

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

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

37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the

award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.

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

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

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

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

### **Article 38: Signing of the contract**

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

38.2 The Contracting Authority has a deadline of seven (07) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

### **Article 39: Final Bond**

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

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

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

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

**DOCUMENT No. 3:  
SPECIAL REGULATIONS OF THE INVITATION TO  
TENDER**

## Special regulations of the invitation to tender

References of the General regulations	General
1.1	Open National Invitation N° 003/ONIT/MAYOR/TC/ITB/PIB/2026 of 19/03/2026 for the rehabilitation of Municipal roads Gendarmerie – ADO's Junction 7.5km ( Tinto Town),Upper Bayang Sub division, Manyu Division,
1.2	This work must be executed within 03 months
2.1	The works, subject of this invitation to tender, is financed by the Public Investment Budget of 2026.
4.1	List of pre-qualified candidates, ( not applicable)
5.1	The materials for this work may be local or imported and of very high quality

### 6.1 Evaluation criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according to the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

- ◆ Absence of bid bond
- ◆ False declaration or forged document
- ◆ Non-compliance with major technical specifications (to be listed)
- ◆ Non-respect of X essential criteria (X being greater than or equal to 1)
- ◆ Absence of quantified unit price)
- ◆ Non-compliance with the model bid.

#### iii. Essential criteria

The technical documents shall be evaluated following the binary method:

N°	CRITERIA	CONFORMITY		OBS
		YES	NO	
<b>REFERENCES OF THE COMPANY</b>				
1	Minimum two (02) registered contract (1st and last pages) certified by a competent authority.			
2	Minimum two (02) PV of reception corresponding to the-joint contracts certified by a competent authority.			
<b>PERMANENT OR MOBILIZABLE MATERIAL MEANS</b>				
3	Proof of a grader in good operating condition (own or hire).			
4	Proof of a bulldozer D6 in good operating condition (own or hire).			
5	Proof of a compactor in good operating condition (own or hire).			
6	Proof of a vehicle (Pick up 4 x 4 or van) (own or hire).			
<b>QUALIFICATION OF SITE PERSONNEL</b>				
7	Organizational Chart of the company.			
8	Organizational Chart of site with comments.			
9	Works Director (at least Civil Engineer with at least 03 years of experience in similar works) .			
10	Presentation of the Original of the Diploma of Work Director signed by the SDO or the Governor.			
11	CV signed and dated by the works Director.			
12	Site foreman (at least Higher Civil Engineering Technician with at least 03 years of experience in similar works).			
13	Certified copy of certificate of Foreman .			
14	CV signed and dated by the site foreman.			

15	Presentation of the Original of the Diploma of foreman signed by the SDO or the Governor.			
<b>METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS</b>				
16	Attestation of site Visit signed by the Mayor of Tinto Council or his representative.			
17	Site Visit report			
18	Detailed technical note concerning the organisation and the execution of works.			
19	Planning of execution of works .			
20	Respect of the duration of work.			
21	Description of safety measures at the building site.			
22	Description of socio - environmental measures for the protection the site.			
23	Coherence in the execution of works .			
24	Coherence in the organisation of the site.			
25	CCTP dully initialled on each page and signed and dated on the last page.			
<b>CAPACITY OF SELF-FINANCING</b>				
26	Attestation of credibility Minimum 25% of the bid price in FCFA.			
<b>GENERAL PRESENTATION OF THE BIDS</b>				
27	Presence of all the documents.			
28	Properly bind.			
29	Table of content .			
30	Page separators in colour apart from white .			
31	Order prescribed respected.			
32	Clearness of the documents .			

### **Envelope A- Volume 1: Administrative documents**

- a. Declaration of intention to tender, stamped for local bidders (according to the attached model);
  - b. The group agreement, where need be;
  - c. The power of attorney where need be;
  - d. A certificate of non-bankruptcy established by the Court of First Instance or any other document established by the competent institution of the country of residence dated not more than three (3) months preceding the date of submission of bids;
  - e. An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance of Cameroon, except otherwise provided by the provisions of a funding agreement;
  - f. Receipt of purchase of the Tender File;
  - g. The bid bond of an amount of **800 000** FCFA per lot established by a first-rate bank approved by the Ministry in charge of Finance of Cameroon, except otherwise provided by the provisions of a funding agreement;
  - h. An Attestation of Non-exclusion from public contracts delivered by the authority competent for the regulation of public contracts;  
Where necessary, a certificate of visit of the site;
- In addition, bidders installed in Cameroon should produce the following documents:
- i. An attestation less than three (03) months old signed by the Director General of the National Social Insurance Fund certifying that the bidder has fulfilled his obligations towards the fund;
  - j. An attestation less than three (03) months old signed by the Director of Taxes certifying that the bidder has effected all statutory declarations in issues of taxes for the current financial year;
  - k. In case of a group of companies each member of the group must present a complete administrative file, documents e, f, g, l being presented only by the representative of the group.

### **Envelope B- Volume II: Technical bid**

It includes:

- I. Site visit report;
- II. Personnel: the contractor will present the competent technical staff and workers he intends to hire before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma and presentation of signed of certificate and the attestation of availability signed by the candidate);
- III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of technical visit of rolling equipment);
- IV. References of the company (the contractor will provide Contracts or Jobbing Orders for similar work carried out as well as related minutes of acceptance);
- V. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the planning of intervention, the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,
- VI. The CCTP duly initialed on each page and signed on the last page;
- VII. Attestation of solvency of the Contractor.

**Envelope C- Volume III: Financial bid**

	<p>c.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;</p> <p>c.2 The duly filled Unit price schedule;</p> <p>c.3 The duly filled detailed estimates;</p> <p>c.4 The sub-details of prices and/or the breakdown of all-in a prices</p> <p>N.B The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate its examination.</p>
<b>Price and currency of bid</b>	
14.3.	[Indicate here, if necessary, the specific exclusion of taxes, dues and duties which must be reflected in the price offered. This clause must conform with article 27 of the SAC]
14.4.	The prices of the contract are not revisable
15.1.	the currency(cies) of bid is (are) defined following option A of article 15 of the General Regulations].
15.2. et	Currency shall be in Francs CFA.
<b>Preparation and submission of bids</b>	
16.1.	The period of validity of bids shall be 90 days from the date of submission of bids.
17.1.	The Amount of the bid bond is <b>800 000FCFA</b> per lot.
18.1.	Bids shall be evaluated on the basis of an execution deadline of works between a minimum and maximum 90 days.
18.3.	Technical variants on part(s) of works specified below are permitted within the framework of the provisions laid down in the Technical Specifications: [This provision shall be included where variants are envisaged with the possibilities of net price advantages, shorter execution deadlines and/or better technical performance. Reference to the Technical Specifications will be mentioned. Otherwise, it must be suppressed].
19.1.	There will be no preparatory meeting for the establishment of bids:

20.1.	Seven (7) copies of the bids including one original and six (6) copies must be filled and sent to the secretariat of the Mayor of Tinto Council.
21.2.	Bids shall be submitted at the secretariat of the Mayor of Tinto Council.
22.1.	Bids shall be submitted on the <b>21/04/2026 at 09.am.</b>
25.1	Bids shall be opened in the Tinto Council Hall. On the <b>21/04//2026 at 10.am</b> by the competent Tender Board
<b>Evaluation and comparison of bids</b>	
31.2.	Currency retained for this project is Francs CFA.
32.2. (e)	The evaluation method of payment will be done at the end of the work amounting to .....
32.2 (g).	The method of evaluation of technical variants shall be done on daily basis.
33.1.	National bidders shall benefit from a margin of preference during evaluation.
<b>Award of the contract</b>	
34.1 and 34.2	The Contracting Authority will award the contract to the bidder whose offer has been recognized substantial responsive to the requirement of the Tender File and which has the technical and financial capacity required to carry out the contract in a satisfactory way and in which the offer has been evaluated the lowest realistic offer.
<b>Final bond</b>	
39.1 39.2	Within twenty (20) days from the notification of the contract by the Contracting Authority, the contractor will provide to the Contracting Authority a final bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, in the form stipulated in CCAP, in accordance with the model provided in the DAO.

**DOCUMENT No. 4: SPECIAL ADMINISTRATIVE  
CONDITIONS  
(SAC)**

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## Chapter I: General

### Article 1: Subject of contract

The subject of the contract is the maintenance and rehabilitation of some streets in Tinto Town, Upper Bayang Sub Division, Manyu Division:

### Article 2: Contract award procedure

The contract is awarded following open National invitation to tender N° 003 ONIT/MAYOR/TC/ITB/PIB 2026 OF 19/03/2026. FOR THE MAINTENANCE AND REHABILITATION OF SOME STREETS IN Tinto Town, Upper Bayang Sub Division, Manyu Division.

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

#### 3.1: For the purpose of this contract. It is agreed that:

- **The Contracting Authority shall be The Lord Mayor Tinto Council.**  
He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- The representative of the Authority in charge of Public Contracts shall be **DD/MINMAP/MANYU.**  
He shall ensure the effectiveness of the whole system.
- The verifier: **The Controller in charge at the Control of execution; Brigade of DD/MINMAP MANYU.**  
He reports the proper execution of the tasks, verifies the regular presence and roles of each stakeholder
- **The function of the contract Engineer is devoted to the DD/MINH DU/MANAYU.**

#### 3.2: Functions of the Contract Engineer.

The Contract Engineer has the assignment to ensure that the works are executed in a satisfactory way and in accordance with the technical specifications of this jobbing order. He would not be able to release the contractor of any of his/her Contractual liabilities (except the stipulations expressed below) He/she does not have to order any work susceptible to delay the execution of the work or to provoke a supplementary payment by the Administration, nor to order any important modifications to the work to be executed except that provided for in this contract.

At the request of the contractor and in the presence of the contract manager and the Engineer for the contract, Contradictory report could be achieved to fix quantities of certain works; any such amendment must be submitted to the Delegated Contracting Authority for approval before the contractor can affect any works. He has as obligation to transmit all copies of the execution documents to ARMP.

#### 3.3 Security

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

In this case:

- The authority in charge of ordering payment shall be the **Mayor of Tinto Council**
- The authority in charge of the clearance of expenditures shall be **the Municipal treasurer Tinto Council;**
- The body or official in charge of payment shall be the **Tinto Municipal Treasury.**
- The official competent to furnish information within the context of execution of this contract shall be **Mayor of Tinto Council, DD/MINH DU/MANYU and CTS Tinto Council**

**NOTE: THE DIVISIONAL CONTROL BRIGADE OF MINMAP MANYU HAS THE RIGHT TO VISIT THE SITE AT ANY TIME WITHOUT PRIOR NOTICE.**

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

1.3 The language to be used shall be English or French

**1.4** The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

**Article 5: Constituent documents of the contract (Article 4 of GAC)**

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

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents *[insert and indicate, where need be, names and references]*.
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract *[insert and indicate, where need be, names and references]*.

**Article 6: General instruments in force**

This contract shall be governed by the following general instruments

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2013/275 of 24 September 2013 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINADER/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the contract.

**Article 7: Communication (Articles 6 and 10 supplemented)**

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

- a) In the case where the contractor is the addressee: Sir/Madam.....

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed [*to the specified*] council, chief town of the province in which the work was done;

- b) In the case where the Project Owner is the addressee:  
Sir/Madam\_\_\_\_\_ [*to be specified*] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Delegated Contracting Authority is:  
Sir/Madam [*to be specified*] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

1.2 The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager.

### **Article 8: Administrative Orders (Article 8 of GAC)**

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Delegated Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Delegated Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

### **Article 9: Contracts with conditional phases (Article 9 of GAC)**

- 9.1 [*Specify if the contract has one or several phases*]  
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [to be specified].

**Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)**

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has \_\_\_\_ days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

**Chapter II: Financial conditions**

**Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)**

**11.1 Final bond**

The final bond shall be set at [between 2 and 5 %] of the amount of the contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Delegated Contracting Authority upon request by the contractor.

**11.2 Performance bond**

The retention fund shall be set at 10 % maximum of the amount of the contract, inclusive of all taxes.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Project Owner upon request by the contractor.

**11.3 Guarantee of start-off advance**

This present jobbing order has not envisaged advance to start work.

**Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)**

The amount of this contract as indicated by the attached is 40,000,000 CFA (in figures) forty millions (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: ..... ) CFA F
- Amount of VAT: 19,25 % (.....) CFA F.
- Amount of TSR and/or \_\_\_\_\_ CFA F
- Net to be paid= EVAT-TSR and/or AIR

**Article 13: Place and method of payment**

The Project Owner shall release the sums due in the following manner:

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

**Article 14: Price variation (Article 20 of GAC)**

This present Jobbing Order is in unit prices and lump sum. These prices are closed and not subject to variation.

**Article 15: Price revision formulae (article 21 of GAC)**

This present Jobbing Order is in unit prices and lump sum. These prices are closed and not subject to revision.

**Article 16: Price updating formulae (article 21 of the GAC)**

This present Jobbing Order is in unit prices and lump sum. These prices are closed and not subject to update

**Article 17: Works under State supervision (Article 22 of GAC supplemented)**

17.1 The percentage of works under State supervision shall be *[must not exceed 2 %]* of the amount of the contract and its additional clauses, where applicable.

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

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

**Article 18: Evaluation of works (article 23 of the GAC)**

This contract is at *unit price*

**Article 19: Evaluation of work (article 24 of the GAC supplemented)**

19.1 The payment of the work will be done in several instalments by the Project Owner following the presentation of the stages of implemented works presented by the Contractor, duly approved by the Contract Engineer validated by the Contract Engineer and certified by the Chief of Service of the Contract. Each provisional payment due to the Contractor in respect of the contract since the beginning of execution will be done on the basis of joint agreed upon bills between all the parties.

The bills must correspond to the amount of work done, obtained from the amount of work actually executed under the conditions of the contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

The payment of an account to the Contractor will be determined by the difference between the amount of the relevant account and the account immediately preceding it.

To give right to a payment, the amount of the work executed must be at least equal to ten (10%) per cent of the amount of the contract.

At the end of the work, a final account of the work is established.

19.2 No security shall be requested for payments on account of work.

**Article 20: Advances (article 28 of the GAC)**

The Delegated Contracting Authority *shall not* grant a start-off advance

**Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)****21.1 Establishment of works executed**

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

**21.2 Monthly detailed account**

No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model

and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

Only the amount exclusive of VAT shall be paid to the contractor as follows:

- [100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the contractor;
- 1.1 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by \_\_\_\_\_ within a maximum deadline of \_\_\_\_\_ calendar days from the date of submission of the approved detailed accounts.

### 21.3 Detailed account of start-off account (if applicable).

#### **Article 22: Interest on overdue payments (Article 31 of the GAC)**

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2013/275 of 24 September 2013 to institute the Public Contracts Code.

#### **Article 23: Penalties (Article 32 of the GAC supplemented)**

##### **A. Penalties for delay**

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

- a) One two thousandth (1/2000<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth (1/1000<sup>th</sup>) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

##### **B. Specific penalties [amount to be indicated]**

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

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

#### **Article 24: Payment in case of a group of enterprises (article 33 of the GAC)**

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

#### **Article 25: Final detailed account (article 34 of the GAC)**

25.1 The contractor has fifteen (15) days to forward the draft to the Project Manager, after the date of provisional acceptance of the works

After completion of the works and within a maximum time-limit of five (05) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 The Contract Manager has fifteen (15) days to notify the corrected and approved draft to the Project Manager

25.3 the contractor has fifteen (15) days to return the signed final detailed account

#### **Article 26: General and final detailed account (article 35 of the GAC)**

26.1 the Contract Manager or the Project Manager has fifteen (15) days to establish the general detailed account and forward to the contractor after final acceptance

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

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

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

26.2 the contractor has fifteen (15) days to return the signed final detailed

#### **Article 27: Tax and customs regulations (article 36 of the GAC)**

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

- Taxes and dues relating to industrial and commercial profits, including the 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;
  - o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
  - o Council dues and taxes;
  - o Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices mean VAT included.

#### **Article 28: Stamp duty and registration of contracts (article 37 of GAC)**

Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

### **Chapter III: Execution of works**

#### **Article 29: Nature of the works (article 46 of GAC)**

The works include the following:

Installation  
Road surfacing  
Drainage

**NOTE:** This shall be followed by the installation of the contractor on site comprise of the following members:

- **The MAYOR TINTO COUNCIL or REPRESENTATIVE**
- **The DD MINMAP Manyu or REPRESENTATIVE**
- **The DD MINH DU (Contract Manager)**
- **The CTS Tinto Council**

#### **Article 30: Role and responsibilities of the Project Owner (GAC supplemented)**

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

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

**Article 31: Execution time-limit of the contract (article 38 of the GAC)**

31.1 The time-limit for the execution of the works forming the subject of this contract shall be three (03) months

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

**Article 32: Role and responsibilities of the contractor (article 40 of the CAG)**

The contractor is charged with the duty to ensure that the works are satisfactorily executed, under the control of the contract engineer in conformity with the rules and regulations in force. He/she shall carryout calculations, test and analysis, determine, choose, buy and supply all the tools and material necessary for the good execution of this works. He/she shall make use of all the personnel he/she deem necessary for the execution of this work (both skill and unskilled workers)

He shall be responsible for the whole project site.

He/she shall take total responsibility of any accident or injury suffered by any of his/her personnel at the site. The breakdown of material or equipment during the execution of this job shall be his sole responsibility.

He/she has the obligation to repair any damage cause to any structure during the execution of his works and must respect the legislation in force in Cameroon Concerning the respect of the environment.

He/she shall ensure that the project site is covered by an attestation issued by an insurance company to cover damages that may be caused:

- By any of his worker during the realization of the project.
- By the Equipment used to carry out these works, for trade by the Establishment or for any exploitation.
- For works carried out on the site of the project before acceptance.

NB Payments shall not be done for works that are not duly insured.

**Article 33: Provision of documents and site (article 42 of the GAC)**

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

**Article 34: Insurance of structures and civil liabilities (article 45 of GAC)**

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

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

**Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)**

Within a maximum time, limit of 15 days from the date of notification of the service order to start work, the contractor shall submit six (6) copies of the execution program to the project manager for approval.

This program shall be presented following the established format and shall include the following:

- The steps and the execution method envisaged with an indication of the personnel, equipment and material to be used.

- Description of the envisaged site installation
- A planning charts to permit the comparison of the advancement of the envisaged or real work.
- Two (2) copies of this document shall be sent back to the contractor within a time limit of 8 days from the date of reception with either an approval comment **<<GOOD FOR EXECUTION>>** OR a rejection notice accompanied by the reasons for the rejection

The contractor has eight (8) days to present new documents and the Contract Engineer has five (5) days to make his approval or remarks.

In the case of rejection, the procedure is re-launched.

The approbation given by the project manager does not in any way mitigate the responsibility of the contractor. Meanwhile the works executed before the approbation of the program shall neither be considering nor remunerated.

During the Execution of the jobs the contractor shall carefully register, all the modifications and corrections effected on the contract plan.

At the end of the works the contractor shall come out with a traced plan from the contract plan indicating in detail the state of the finished works

### **Article 36: Organisation and safety of sites (article 50 of the GAC)**

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of one month after the notification of the Administrative Order to commence work.

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary are:

- Contract Engineer
- Contracting Authority
- And Administration

36.3 the contractor, in the course of executing this project shall undertake strict measures to

- Prevent deforestation
- Prevent soil degradation
- Prevent pollution
- Maintain good hygienic conditions
- Prevent accident

### **Article 37: Implantation of structures**

The Project Manager shall notify within five (05) days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

### **Article 38: Sub-contracting (article 54 of the GAC)**

The part of the works to be sub-contracted shall be [*specify*] % of the initial amount of the contract and its additional clauses (*the ceiling is 30 %*).

### **Article 39: Site laboratory and trials (article 55 of GAC)**

39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

39.2 The Contract Manager has a deadline of five (05) days to approve the contractor's personnel and laboratory as soon as the request is made.

### **Article 40: Site logbook (article 56 of the GAC supplemented)**

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

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

### **Article 41: Use of explosives (article 60 of the GAC)**

[*Specify the possible restrictions or bans*]

## Chapter IV: Acceptance

### Article 42: Provisional acceptance (article 67 of the GAC)

Before the provisional acceptance, the contractor shall request in writing to the Project Owner with a copy to the Contracting Authority, the Engineer and Paying Body the organisation of a technical visit prior to the provisional acceptance.

42.1 Tests included in the operations prior to acceptance [*insert if applicable*].

42.2 Possible ascertainment of the folding up of the site installations and the restitution of the site as was [*insert and modify if applicable*];

42.3 The Acceptance Commission shall comprise the following members indicatively:

- |      |                                 |           |
|------|---------------------------------|-----------|
| i.   | THE MAYOR TINTO COUNCIL or REP. | CHAIRMAN  |
| ii.  | DD/MINH DU/MANYU                | SECRETARY |
| iii. | DD/MINMAP/MANYU or REP.         | OBSERVER  |
| iv.  | TINTO COUNCIL TECHNICAL STAFF   | MEMBER    |
| v.   | TINTO COUNCIL STORES ACCOUNTANT | MEMBER    |
| vi.  | CONTRACTOR                      | MEMBER    |

The contractor shall be convened to the acceptance by mail at least 05 days prior to the acceptance. He is bound to attend or be represented.

He takes part in the acceptance as an observer. 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 acceptance and shall proceed to provisional acceptance of the works if there is need.

The visit for provisional acceptance 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.

### Article 43: Documents to be furnished after execution (article 68 of the GAC)

43.1 The Contractor shall furnish within a time-limit of 30 days after provisional acceptance the site plans and others useful documents of the project.

43.2 If the project is not completed within the time limit fixed in the present Contract, the Contractor shall pay a deductible penalty equal to 1/2000th of the initial amount of this Contract all taxes inclusive per calendar day overrun from the first to the 30th day beyond the Contractual time set for the Contract. 1/1000 beyond 30 days the penalties for lateness shall not be more than ten percent (10%) of the total amount of the Jobbing Order. For a percentage greater than ten percent (10%) then the Jobbing Order can be canceled.

These sanctions shall be applied without the prior-notification of the Contractor except in case of a major fault legally defined. These penalties shall be deducted from the monthly bills for the work. The Contractor can during the execution of his works, provide the necessary justifying documents and apply for the penalties to be cancelled. This application shall be examined by the Project Owner in collaboration with the Contract Engineer.

After 30 days from the date of notification of the Service Order to start work, the penalty of lateness for non- furnishing of program of work is 5000 FRS per day of lateness.

### Article 44: Guarantee period (article 70 of the GAC)

The guarantee period shall be one (01) year to run from the date of the provisional acceptance of the works.

### Article 45: Final acceptance (article 72 of the GAC)

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

45.2 The Project Manager shall be member of the commission.

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

## **Chapter V: Sundry provisions**

### **Article 46: Termination of the contract (article 74 of the GAC)**

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2013/275 of 24 September 2013 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

### **Article 47: Case of force majeure (article 75 of the GAC)**

If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- Rainfall: 200 millimetres in 24 hours;
- Wind: 40 metres per second;
- Flood: decennial flood frequency.

### **Article 48: Disagreements and disputes (article 79 of the GAC)**

Disagreements and disputes resulting from the execution of this contract may be settled amicably.

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the provisions in force:

### **Article 49: Production and dissemination of this contract**

Seven (07) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

### **Article 50 and last: Entry into force of the contract**

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

Document No. 5:  
Special Technical Conditions (STC)

## **SUMMARY**

CHAPTER I - GENERALITIES

CHAPTER II - PRELIMINARY WORK

CHAPTER III - BUILDING WORKS

CHAPTER VII - SIMPLE PROFILING WITH CREATION OF SIDE DRAINS AND OFF SHOOTS

CHAPTER IX - SURFACE COURSE

## CHAPTER I

### GENERAL INSTRUCTIONS

#### 1.0 PREAMBLE

The present special Technical Clauses (CCTP) describes the maintenance and rehabilitation of some streets in Tinto Town 7.5km in Upper Bayang Sub Division, Manyu Division, South West Region.

The Works are defined within the framework of the standards and references of construction and rehabilitation of roads, under the general conditions of ordering of work and the quantitative estimate of this offer.

#### 1.2 Contractility of the C.C.T.P

1.2.1 - The special technical specification is considered contractual.

1.2.2- The STC(CCTP) consist of the various technical specifications relating to each trade, as well as the general clauses, the technical documents unified TDU(DTU) and the Building Regulations of 91 Edition.

It should be noted that these specifications complete the construction plans and the construction plans complete the specifications. The Contract Engineer shall give modifications to plans provided or technical specifications in writing. For this purpose, a numbered page book shall be on site in which the instructions are written. Both the contractor and the Contract Engineer shall initial the book pages. Therefore, the contractor must execute the works in conjunction with the three documents. The contractor shall take note of any omissions or discrepancies that may exist in the three documents and call the attention of the Contract Engineer who is at his disposal for necessary information and inquiries. Any works carried out in negation of these instructions or provisions shall be demolished at the expense of the contractor.

#### 1.3 – Technical requirements

##### 1.3.1 Site reconnaissance

The Contractors are contractually famous, if before handing-over their offer, have carried out reconnaissance of the existing site situation.

This reconnaissance to be carried out will relate in particular to the following points without this enumeration being restrictive.

- The state of the existing road and its construction principle;
- The nature of materials constituting its existence;
- The nature of works to be carried out;

In general, all the points being carried out that can have an influence on the execution of the work for this lot and on their cost.

With regard to joint constructions concerned with these work, the Contractor is also by contract famous:

- To have visited the site;
- To have taken perfect knowledge: type, nature and state of conservation of existing construction;
- To have carry out all the investigations which they will have considered to be useful on this construction site.

The offers of the companies will be thus considered by contract to take account of all the observations made at the time of this reconnaissance and to explicitly include/understand or implicitly take complementary protection measures.

The companies will be able, at the time of this recognition to carry out all the tests on what exists which they will consider useful.

##### 1.3.3- Traffic:

The contractor has to ensure that the road is not blocked during the execution of works. At the end of work, the Contractor will have to remove all protections and to carry out all cleanings.

The expenses of these works are the work load of the Company, in the case of not respecting of these obligations of traffic; the Delegated Contracting Authority will carry out the works by a person receiving benefits of his choice on simple report of not respecting the contractual obligations of the Contractor and at the expenses of this one.

#### **1.4. - Consistency of the project**

The whole project consists of the **maintenance and rehabilitation of some streets in Tinto Town 7.5km in Upper Bayang Sub Division, Manyu Division, South West Region.**

#### **1.5. Composition of the record of the client.**

The designed record provided by the Contracting Authority includes:

- Written documents:
  - Particular technical specification clauses STC(CCTP);
  - Annexes.

## **CHAPTER II**

### **GENERAL TECHNICAL SPECIFICATIONS**

#### **A.1 - TECHNIQUES OF REFERENCE DOCUMENTS**

For the execution of the work, the contractor will be subject to the requirements and following basic technical documents:

- French or similar standards approved in Cameroon.
- The rules of Cameroon for the construction and urban planning.
- The notebooks of the clauses and conditions imposed on the contractors of public works and buildings in the Republic of Cameroon.
- Standards (AFNOR - CSTB) and technical documents unified TDU (DTU).

#### **A.2. – GEOTECHNICAL TESTS**

Studies are to be carried out by the contractor on possible borrow pits from which the soil (laterite) to be used for the surface course will be gotten. These studies must be submitted to the Contract Engineer for approval before exploitation. The responsibility of the company on the plans and calculations is guaranteed by him. All complementary studies will be submitted for the approval of the Contract Engineer.

The contractor shall ensure that the geotechnical characteristics of the soil are available otherwise do any recognition of soil with care, at the responsibility of the Contracting Authority.

All books and materials are subject to the analyses and tests provided for in the documents of references above including manufacture of concrete materials, resulting costs being borne by the company. Materials whatsoever can be checked by the controller before use. It may perform all the tests it deems necessary at any time. These tests will be entrusted to the National Laboratory of civil engineering "LABOGENIE" or any other laboratory selected by common agreement with the Contracting Authority.

The results of these tests will have to be passed to the controller for review.

When in doubt on the quality of the materials and the concrete implementation, the contract engineer may request tests that it deems useful for assessment. These trials will be the responsibility of the company.

#### **A.3. - BULLDOZING WORKS**

This will entail the opening of the road to a width of at least 6m on the spots were the road has been reduced by human occupation or were the road was not existing before.

#### **A.4. – SIMPLE ROAD PROFILING (GRADING)**

This has to be carried out with the use of a grader by shaping the road surface to be able to throw off water into the side drains that equally have to be created by the grader.

Off-shoots to evacuate the water away from the sides of the road should be created at regular intervals if the nature of the area permits it.

#### **A.5 – SURFACE COURSE**

Before the execution of the surface course, the contractor shall submit to the National Laboratory "LABOGENIE" Civil Engineering or any other laboratory authorised by the control for approval, a composition of all materials from the possible borrow pits from which laterite to be used for the surface course.

Material from the laterite pits shall be transported from the pit sites to the project site by the use of trucks.

The surface course has to be compacted by the use of a compactor to the standards required by the geotechnical tests carried out on the laterite.

**Document No. 6:  
Schedule of unit prices**



**Document No. 7:  
Bill of quantities and estimates**

**B o Q FOR THE FOR THE (MAINTENANCE AND REHABILITATION OF SOME STREET IN TINTO TOWN 7.5km).**

N°	DESIGNATION	UNIT	QTY	UNIT PRICE (CFAF)	TOTAL PRICE (CFAF)
<b>LOT 000 PREPARATORY WORKS</b>					
101	Site installation including bringing in and withdrawal of equipment.	ff	1		
102	Studies ,supervision and follow=up.	ff	1		
<b>SUB TOTAL LOT 100</b>					
<b>Lot 200 PRELIMINARY WORKS</b>					
201	Clearing and cleaning of the existing roads.	m <sup>2</sup>	10.934		
202	Felling of trees.	U	80		
<b>SUB TOTAL LOT 200</b>					
<b>LOT 300 EARTH WORKS</b>					
301	Grading including the opening of gutters and offshoots.	KM	7.5		
302	Backfilling and compaction with laterite from borrowed pit	m <sup>3</sup>	1,459.63		
<b>SUB TOTAL LOT 300</b>					
<b>LOT 400 DRAINAGE WORKS</b>					
401	construction of a rectangular reinforced concrete gutter <i>50 x 60 eps 15 cm</i> ) dosed at 400kg/m <sup>3</sup> .	ml	7		
402	Construction of reinforced concrete slabs 50 x 60 eps 15cm dosed at 400kg/m <sup>3</sup>	ml	7		
403	Demolishing of existing metallic broken culvert 800 mm.	ml	7		
404	Construction of a reinforced concrete box culvert 2 x 2x 1m eps 25cm dosed at 400kg/m <sup>3</sup> .	ml	7		
405	Construction of reinforced concrete culvert inlet and outlet heads dosed at 400kg/m <sup>3</sup> with all accessories.	u	2		
<b>LOT 400 DRAINAGE WORKS</b>					
<b>LOT 500 DISPLACEMENT OF CONCESSIONART LINES</b>					
501	Replacement of water supply lines	U	Lump some		
502	Replacement of electric supply lines	U	Lump some		

<b>SUB TOTAL LOT 500 DISPLACEMENT OF CONCESSIONART LINES</b>		
<b>SUMMARY</b>		
<b>100</b>	LOT 000 PREPARATORY WORKS	
<b>200</b>	Lot 200 PRELIMINARY WORKS	
<b>300</b>	LOT 300 EARTH WORKS	
<b>400</b>	LOT 400 DRAINAGE WORKS	
<b>500</b>	LOT 500 DISPLACEMENT OF CONCESSIONART LINES	
<b>GENERAL TOTAL ROAD</b>		
<b>TOTAL WITHOUT TAXES</b>		
<b>VAT 19,25%</b>		
<b>TOTAL WITH TAXES</b>		
<b>AIR 5.5%</b>		
<b>NET PAYABLE</b>		

**Close this Bill at the sum: ..... FRANCS CFA, all taxes inclusive.**

**Document No. 8:  
Schedule of sub-detail of prices**

DESIGNATION :						
No	DAILY OUT PUT		TOTAL QUANTITY	UNIT	DURATION OF ACTIVITY	
WORK MAN SHIP	CATEGORY	No	DAILY WAGE	DAYS BREAK UP	AMOUNT	
<b>TOTAL A</b>						
EQUIPMENT	TYPE	No	DAILY RATE	DAYS BREAK UP	AMOUNT	
<b>TOTAL B</b>						
MATERIAL AND MISCELLANOUS		UNIT	UNIT COST	QUANTITY	AMOUNT	
<b>TOTAL C</b>						
D	<b>DIRECT TOTAL COST</b>				<b>A+B+C</b>	
E	GENERAL SITE EXPENESES				<b>Dx%</b>	
F	GENERAL OFFICE EXPENSES				<b>Dx%</b>	
G	<b>NET COST</b>				<b>D+E+F</b>	
H	RISK + BENEFITS				<b>Gx%</b>	
P	TOTAL COST (HT)				<b>D+H</b>	
V	<b>UNIT COST (HT)</b>			<b>P/Q*TY</b>		

# Document No. 9: Model contract

REPUBLIC OF CAMEROON  
PEACE – WORK – FATHERLAND

MINISTRY OF DECENTRALIZATION  
AND LOCAL DEVELOPMENT

SOUTH WEST REGION

MANYU DIVISION

TINTO COUNCIL

INTERNAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN  
PAIX – TRAVAIL – PATRIE

MINISTRE DE DECENTRALIZATION  
ET DU DEVELOPPEMENT LOCAL

REGION DU SUD OUEST

DEPARTEMENT DE LA MANYU

COMMUNE DE TINTO

COMMISSION INTERNE DE  
PASSATION DES MARCHES

JOBGING ORDER No \_\_\_\_\_ JO/MAYOR/TC/ITB/PIB/2026 of ...../04/2026  
Awarded after invitation to tender N°. ....../ONIT/MAYOR/TC/ITB/2026 of ...../03/2026

Project Owner [Indicate name and full address]

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

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

Business Registry N°. \_\_\_\_\_ at  
Taxpayer's N°. \_\_\_\_\_

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

Section No.	Road No.	Itinerary	Length (km)
Total			

**PLACE** : Region \_\_\_\_\_  
**EXECUTION DEADLINE:** \_\_\_\_\_ (\_\_\_\_\_) months  
**AMOUNT IN CFA F:** \_\_\_\_\_

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

**FINANCING** : 2026 PUBLIC INVESTMENT BUDGET MINH DU  
**BUDGET HEAD**

**AUTHORIZATION:** \_\_\_\_\_

**IMPUTATION:** \_\_\_\_\_

SUBSCRIBED ON: \_\_\_\_\_

SIGNED ON: \_\_\_\_\_

NOTIFIED ON: \_\_\_\_\_

REGISTERED ON: \_\_\_\_\_

**Between:**

The Government of the Republic of Cameroon, represented by the Mayor of Tinto Council hereinafter referred to as the “Contracting Authority”

**On the one hand,**

**And**

\_\_\_\_\_ **(enterprise)**  
P.O. Box \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Business Registry N° \_\_\_\_\_  
Taxpayer’s N° \_\_\_\_\_

Represented by M \_\_\_\_\_, its General Manager, hereinafter referred to as the “Contractor”

**On the other hand,**

Agree on the following:

**Document No. 10:  
Forms and models to be used by  
bidders**

## Table of models

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## Annex No. 1: Model tender

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

Representing the \_\_\_\_\_ company or enterprise or group with head office at \_\_\_\_\_ registered in the trade register of \_\_\_\_\_ under the number No \_\_\_\_\_

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

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

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

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

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

Signature of.....

in the capacity of.....duly authorised to sign the bids on behalf of.....

## ANNEX No. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

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

*[Bank's signature]*

### Annex No. 3: Model final bond

Bank:

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

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

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

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

Whereas we have agreed to issue the Contractor this guarantee,

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

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

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

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

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

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

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

*[Signature of the bank]*

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

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

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

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

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

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

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

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

[*Signature of the bank*]

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

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

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

Hereinafter referred to as “the Project Owner”

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

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

Whereas we have agreed to provide the Contractor with this guarantee,  
We, \_\_\_\_\_ *[name and address of the bank]*,  
Represented by \_\_\_\_\_ *[names of signatories]* and hereinafter referred to as “the bank”,

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

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

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

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

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

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

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

*[Signature of the bank]*

**ANNEX No. 6: Model of Attestation of site visit**

**ATTESTATION OF SITE VISIT**

I, (the authority) \_\_\_\_\_ hereby certify that Mr./Mrs. \_\_\_\_\_ representing (the company) \_\_\_\_\_ has today (date) \_\_\_\_\_, carried out a visit to inspect the site

**FOR THE REHABILITATION OF MUNICIPAL ROADS GENDARMERIE – ADO’S JUNCTION  
0.715km. UPPER BANYANG SUB DIVISION MANYU DIVISION SOUTH WEST REGION**

**as per** Tender Document N°: \_\_\_ /ONIT/MAYOR/TC/ITB/PIB/2026 OF \_\_\_ /03/2026

In testimony whereof, this attestation is issued to serve the purpose it is intended for.

**Document No. 11:**  
**List of banking establishments and  
financial bodies authorised to issue  
bonds for public contracts**

## **BANKS**

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

## **II- Insurance companies**

14. CIME
15. Activa Insurance