

FC: 12052/26/SAS/BCC/CRR/ML

DAR

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie



TENDER FILE

PROJECT OWNER:

THE CITY MAYOR OF BAMENDA CITY COUNCIL

CONTRACTING AUTHORITY:

THE CITY MAYOR OF BAMENDA CITY COUNCIL

OPEN NATIONAL INVITATION TO TENDER

**OPEN NATIONAL INVITATION TO TENDER FILE N° 004/
ONIT/BCCITB/2026 OF 13/03/2026 FOR THE
MAINTENANCE OF SOME EARTH ROADS WITHIN
BAMENDA MEZAM DIVISION IN TWO LOTS: 1 & LOT 2**

BAMENDA CITY COUNCIL 2026 BUDGET

BUDGET HEAD: 23511

FEBRUARY 2026

DOCUMENT No. 1
TENDER NOTICE (AAO)



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N° 004/ ONIT/BCCITB/2026 OF
13/03/2026 FOR THE MAINTENANCE OF SOME EARTH ROADS WITHIN BAMENDA
MEZAM DIVISION IN TWO LOTS: 1 & LOT 2

1. Subject of the invitation to tender

Within the framework of the execution of 2026 Budget, The City Mayor of the Bamenda City Council, hereby launches an Open National Invitation to tender for the maintenance of some earth road within Bamenda Mezam Division lot 1 & lot2.

2. Nature of works

The works to be done shall include: Site installation, Clearing and cleaning of road sides, Scarification and rapid grading, Filling some very bad portions along some streets, and the execution of base course with laterite.

3. Lots

The works are regrouped in two (02) lots: Lot 1 & 2 as follows:

ROAD STRETCH		DISTANCES IN (KM)
LOT 1 (8.70KM)	STRETCH 1: MULASAMBA - CHOMBA PALACE	4.00
	STRETCH 2: LA-MU-KWIFOR TO NSONGWA PLALACE	1.00
	STRETCH 3: MILE 90 TO MBATU PALACE	3.70
LOT 2 (10.10)	STRETCH 4: MANKON PALACE - END OF TAR ALACHU	2.50
	STRETCH 5: ; RENDEZ VOUS JUNCTION - COW BOY - MILE 6 MANKON AND TO FORMER COUNCIL GATE AND END OF TAR MULANG	4.60
	STRETCH 6: COUNTY SECONDARY SCHOOL - CATHOLIC CHURCH ALAMATU	2.50
	STRETCH 7: BELOW NI JOHN FRU NDI'S RESIDENCE TO MBEAUH QUARTER	0.5

4. Estimated cost

The estimated cost after preliminary studies stands at **one hundred and seventy-nine million nine hundred and fifty three thousand three hundred and twenty-five (179,953,325) Francs** for lot 1 and **one hundred and seventy two million nine hundred and forty- four thousand four hundred and seven (172,944,407) Francs CFA** for lot 2 inclusive of all taxes

5. Estimated execution deadline

The maximum time frame provided for by the Project Owner for the execution of works subject of this invitation to tender is three (03) calendar months for each lot. This time frame shall run from the date of notification of the service order to start work.

6. Participation and origin

The applicant shall make sure that he uses compressing software to possibly reduce the size of the files to be transmitted.

13. Admissibility of bids

For fear of being rejected, only scanned originals or certified true copies by the issuing services or Administrative Authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice. Except the attestation issued by National Social Insurance (NSIF) Fund whose validity is one month

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

The Project Owner shall not accept:

- Bids non-compliant with the bidding method or recommended file format;

Any incomplete offer in accordance with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a financial body or institution approved by the Minister in charge of Finance to issue bonds for public contracts or the failure to comply with the model documents of the Tender File shall lead automatically to the rejection of the bid without any other procedure. A bid bond submitted but not relating to the consultation concerned shall be considered as absent. A bid bond presented by a bidder during the bid opening session shall not be accepted. A bond without a hand written endorsement bearing a fiscal stamp and accompanied by CDEC receipt.

14. Opening of bids

The Administrative documents, Technical and Financial bids shall be opened in a single phase on the 10/04/2026 at 11am, local time, by the Bamenda City Council Internal Tenders Board, at the conference hall of the Board in the Bamenda City Council in Mulang.

Bidders may attend or be represented by a duly mandated person having a sound knowledge of the bid and come along a back-up copy of their bids in a USB key sealed in an envelope and an original of the administrative bids.

In case of absence or non-conformity of a document in the administrative file during the opening of bids, after a 48(forty-eight) hours deadline granted by the Board, the file shall be rejected.

15. Evaluation criteria

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

- 1st Stage: verification of the conformity of each administrative document;
- 2nd Stage: Evaluation technical bids;
- 3rd Stage: Analyses of Financial bids.

15.1 Eliminary criteria

- absence or insufficient bid bond at the bid opening session not endorse, not bearing a fiscal stamp accompanied by a CDEC receipt;
- failure to submit a document in the administrative file that is deemed to be non-compliant or missing after the deadline of 48 hours after the opening of bids excluding bid bond;



MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°004/AAONO/CIPM/CUB/2026 DU 13/03/2026 POUR L'ENTRETIEN DE CERTAINES ROUTES EN TERRE DANS LA VILLE DE BAMENDA, DÉPARTEMENT DE LA MEZAM SUR DEUX LOTS : LOT 1 ET LOT 2

1. Avis d'Appel d'Offres

Dans le cadre de l'exécution du budget d'investissement de l'exercice 2026 pour la Communauté Urbaine de Bamenda, le Maire de la ville lance un Appel d'Offres National Ouverte pour le projet susmentionné

2. Consistance des travaux

Les travaux comprennent notamment : installation du chantier, déblaiement et nettoyage des bords de route, scarification et nivellement rapide, quelque très mauvaises portions le long des rues à entretenir et la construction de la couche de base en latérite.

3. Tranches/Allotissement

Les œuvres sont regroupées en deux (02) lots : Lot 1 et 2, comme suit :

	TRANCHE DE ROUTE	DISTANCES EN (KM)
LOT 1 (8.70KM)	STRETCH 1: MULASAMBA - CHOMBA PALACE	4.00
	STRETCH 2: LA-MU-KWIFOR TO NSONGWA PLALACE	1.00
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	STRETCH 7: BELOW NI JOHN FRU NDI'S RESIDENCE TO MBEAUH QUARTER	0.5

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de Cent soixante-dix-neuf millions neuf cent cinquante-trois mille trois cent vingt-cinq (179 953 325) francs CFA pour le lot 1 et cent soixante-douze millions neuf cent quarante-quatre mille quatre cent sept (172 944 407) francs CFA pour le lot 2 toutes taxes comprises.

5. Délai prévisionnel d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de trois (03) mois calendaires par lot.

6. Participation et origine

- JPEG pour les images.

Le candidat veillera à utiliser des logiciels de compression afin de réduire éventuellement la taille des fichiers à transmettre.

13. Recevabilité des plis

L'offre devra être transmise par le soumissionnaire sur la plateforme COLEPS ;

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par un organisme ou une institution financière agréée par le Ministre en charge des finances pour émettre les cautions dans le domaine des marchés publics ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d'ouverture des plis est irrecevable. Cela concerne notamment, mais pas exclusivement, l'absence d'une caution de soumission accompagnée d'un reçu CDEC émis par une banque de premier ordre agréée par le ministre chargé des Finances

14. Ouverture des plis

L'ouverture des offres aura lieu en un temps le **10/04/2026 à 11 heures précises** dans la salle de Conférence de la Communauté Urbaine de Bamenda par la Commission Interne de Passation de Marché.

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

Le soumissionnaire doit soumettre une copie sauvegarde des offres dans une clé USB scellée dans une enveloppe et un original des offres administratives.

15. Critères d'évaluation

Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels.

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

16.1 Critères éliminatoires

Il s'agit notamment :

- de l'absence du cautionnement de soumission à l'ouverture des plis;
- de la non -production au-delà du délai de 48 h après l'ouverture des plis, d'une pièce du dossier administratif jugée non conforme ou absente lors de l'ouverture des plis, (excepté le cautionnement de soumission);
- des fausses déclarations, manœuvres frauduleuses ou des pièces falsifiées ;
- du non-respect de 4 critères essentiels sur 6 ;
- *Pas de certificat de catégorisation;*
- *du non-respect du format de fichier des offres ;*
- *l'absence d'un prix unitaire quantifié dans l'Offre financière ;*
- de l'absence de l'attestation de catégorisation le cas échéant ;
- de l'absence d'un élément de l'offre financière (la soumission, les BPU, le DQE) ;
- de l'absence de la charte d'intégrité datée et signée ;
- de l'absence de la déclaration d'engagement au respect des clauses environnementales et sociales datée et signée ;

NB : En fonction de la spécificité de la prestation, d'autres critères pertinents pourront être ajouté lors de l'élaboration des DAO.

DOCUMENT No. 2

GENERAL REGULATIONS OF THE
INVITATION TO TENDER (RGAO)

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contract shall be indulging in "coercive practices"

v. "Conflict of interest" means any situation wherein the holder of a contract or the supervisor of public contracts award and/or execution procedures may derive direct or indirect benefits from a contract concluded by the Project Owner, any transfer, or any situation in which he has enough personal interests to compromise his impartiality in the discharge of his duties or which may adversely affect his judgement.

vi. Complicity means:

- The omission or negligence to carry out controls or to give the prescribed technical opinion;
- Intentional omission to inform the Project Owner or the competent authority of irregularities noted in the discharge of his duties.

vii. Whoever commits acts aimed at destroying, falsifying, altering or concealing evidence on which an investigation is based or any misrepresentation made to investigators, or any threat, harassment, or intimidation against a person for purposes of preventing him from revealing information relating to an investigation or the continuation thereof, shall be indulging in "obstructive practices".

b. He shall reject any award proposal if there is evidence that the proposed successful bidder, directly or through an agent, is guilty of corruption, conflict of interest, and collusion or has indulged in fraudulent schemes, collusive, coercive, or obstructive practices in connection with the award of this contract.

3.2. The Authority in charge of Public Contracts may, as a precautionary measure, take a decision to ban any bidder or the Administration's contracting partner from bidding for a period not exceeding 2 (two) years for influence peddling, conflict of interest, insider trading, complicity, fraud, corruption, or production of fraudulent documents in his bid, without prejudice to the criminal proceedings that could be initiated against him.

3.3. The Authority in charge of Public Contracts may take a decision banning public sector actors found guilty of violating the provisions of the Public Contracts Code from participating in public contracts award and execution monitoring for a period not exceeding 2 (two) years.

Article 4: Candidates allowed to compete

4.1. **Apart from the restricted invitation to tender, which is open to all candidates selected at the end of the pre-qualification procedure and/or those selected in accordance with the categorisation indicated beforehand in the tender notice and recalled in the RPAO, as a general rule, the tender is open to all tenderers, provided that they meet the following eligibility requirements:**

a. A bidder (including all members of a group of enterprises and all subcontractors to the bidder) must be from an eligible country, in accordance with the Financing Agreement, if applicable;

categorisation previously indicated in the invitation to tender and reiterated in the RPAO.

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

5.1. The Contractor's building materials, materials, supplies, equipment and services to be supplied under the Contract must not come, as the case may be, from countries featuring on the list provided for in the RPAO.

5.2. Within the meaning of Article 5.1 above, the term "originate" shall designate the place where the goods and services grow, are extracted, cultivated, produced or manufactured, transformed, assembled or imported.

Article 6: Documents establishing bidder qualification

6.1. As an integral part of their offer, bidders must:

- a. submit a power of attorney making the signatory of the bid to commit the bidder;
- b. provide documents enabling to establish the qualification of the bidder according to the list provided for in Article 13 of the RGAO and including, especially, all the 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 from bidders in the RPAO.

Information relating to the following points shall be requested if need be:

- I. the production of an extract of balance sheets showing the turnover and the results;
- ii. Access to a credit line or availability of other financial resources;
- iii. The executed contracts;
- iv. List of key personnel;
- v. Availability of indispensable equipment;
- vi. The grading certificate for service providers of the building and public works sector, where applicable.

6.2. Bids presented by two or more associated enterprises (joint contracting) shall meet the following conditions:

- a. The offer must include for each of the enterprises, all the information listed in article 6.1. above. The Special Regulations shall specify the information to be provided by the group and the information to be provided by each member of the group;
- b. The offer 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 as required in the Special Regulations) must be specified and justified, with the production of a copy of the group agreement in due form;
- d. The member of the group designated as representative shall represent all the group of enterprises

- Document No.1 Tender Notice (AAO)*
- Document No.2 General Regulations Governing the Invitation to Tender (RGAO)*
- Document No.3 Special Regulations Governing the Invitation to Tender (RPAO)*
- Document No.4 Special Administrative Clauses (SAC)*
- Document No.5 Special Technical Clauses (STC)*
- Document No.6 Unit Price Schedule*
- Document No.7 Detailed Quantity and Cost Estimate Schedule*
- Document No.8 Schedule of Sub-Details of Prices*
- Document No.9 Contract Model*
- Document No.10 Model of Forms to be Used by Bidders*
- Appendix No. 1: Model of Declaration of Intention to Tender*
- Appendix No.2: Model of Bidding Letter;*
- Appendix No.3: Model of Bid Bond;*
- Appendix No.4: Model of Final Bond;*
- Appendix No.5: Model of Start-Up Advance Bond;*
- Appendix No.6: Model of Performance Bond (Retention Bond);*
- Appendix No. 7: Model of Technical Proposal Bidding Letter*
- Appendix No. 8: Model of planning framework*
- Appendix No.9: Model of list of staff to be mobilised*
- Appendix No.10: Model of Form of Services that may be Subcontracted;*
- Appendix No.11: Model of CV of staff to be mobilised*
- Document No.11 Integrity Charter Form*
- Document No.12 Declaration Statement to Comply with Social and Environmental Clauses*
- Document No.13 Visa of maturity or any proof of Preliminary Studies to be filled in by the Project Owner, the availability of funding or budgetary head*
- Document No.14 List of banking institutions and financial bodies authorised to issue bonds for Public Contracts.*

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to provide 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 petitions

9.1. a) Any bidder who wants to obtain clarifications on the Tender File may make a request to the **Contracting Authority** in writing or by electronic mail (teletype or e-mail) at the Project Owner address indicated in the RPAO or via **COLEPS**. **However, the Contracting**

10.2. Any addendum thus published shall become an integral part of the Tender File, in accordance with Article 8.1 of the General Regulations Governing the Invitation to Tender and must be communicated in writing or made known to all the bidders who bought the Tender File or through **COLEPS or any other mean of electronic communication indicated by the Project Owner in the TF.**

10.3. In order to give bidders enough time to take account of the addendum in the preparation of their offers, the Project Owner may postpone as it is necessary, the deadline for the submission of offers, in accordance with the provisions of Article 22.2 of the RGAO.

C. PREPARATION OF OFFERS

Article 11: Tender fees

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

Article 12: Language of offer

The bid as well as any correspondence and document exchanged between the bidder and the Project Owner shall be drafted in English or French. Additional 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, done by a professional translator, concerning the bid is included; in which case for reasons of interpretation, the translation shall 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 Governing the Invitation to Tender, duly filled and put together in three volumes:

a. Volume 1: Administrative file

It includes:

- a. 1. All documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees, royalties or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or disqualification (forfeiture) provided for by the law in force at the national and international level;

13.2. The RPAO indicate how long proposals must remain valid from the date of submission. During this period, bidders must keep the proposed specialised staff available for the assignment. The Project Owner shall make everything possible to complete the negotiations within this time limit. If the latter wishes to extend the period of validity of the proposals, candidates who do not consent to such an extension are free to refuse such extension.

Article 14: Offer 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 Governing the Invitation to Tender, based on the price schedule and the detailed quantity and cost estimates as well as the unit price sub detail and breakdown of all-in prices presented by the bidder, as appropriate.

14.2. The bidder shall fill the unit prices and totals of all items on the price schedule and detailed 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 for the future Contract or on any other ground, thirty (30) days prior to the time limit for the submission of 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 the establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. Any contract whose execution duration is at most one (1) year shall not be subject to price revision.

14.5. All unit prices with quantities must be justified by sub-details established in accordance with the structure proposed in document No.8 of the Tender File.

14.6. Tenderers shall indicate the rebates granted in their tenders. Furthermore, they shall specify the conditions for the application of this rebate.

Article 15: Offer and settlement currencies

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

15.2. Option A: The amount of the bid is entirely expressed in national currency.

The amount of the bid, the unit prices of the price schedule and the prices of the detailed quantities and estimates are entirely presented in CFA francs in the following manner:

a. Prices shall be entirely presented in national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the appendix to the

modify his bid nor be authorised to do so.

16.3. Where the contract does not include a price revision clause and that the period of validity of offers 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 Project Owner shall address to bidder(s).

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

Article 17: Bid bond

17.1. In application of Article 13 of the General Regulations, the bidder shall provide a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised by the Project Owner. 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 Project Owner and accepted by the bidder, in accordance with Article 16 (2) of the RGAO.

For services under Jobbing Orders, certified cheques and bank cheques shall be accepted as bid bond.

17.3. Any offer without an acceptable bid bond shall be rejected by the Tenders Board as incomplete. The bid bond of associated enterprises must be established in the name of the representative submitting the offer.

17.4. The offers of bidders who are not retained (with the exception of the copy meant for the public contracts regulatory body) shall be returned within fifteen (15) days after publication of the award result. Tenders not withdrawn within this period may be destroyed, without any claim being made.

17. 5. The bid bond of the tenderers who are not retained shall be returned upon publication of the award results.

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

17. 7. The bid bond may be seized:

- a. if the bidder withdraws his bid during the period of validity;
- b. if the bidder retained:
 - i. defaults in his obligation to subscribe the contract in application of Article 38 of the General Regulations;

meeting shall be done by the Project Owner by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations, as the minutes of the preparatory meeting cannot serve this purpose.

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, format and signature of the offer

For offline submission,

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, for each volume, the number required for each in the General Regulations, bearing the indication "COPY". In case of discrepancy between the original and the copy, the original shall be authentic.

20.2. The original and copies of the bid must be typed or written in indelible ink (photocopies including in scanned format shall be accepted in the case of copies) and shall be signed by the person(s) duly authorised 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 offer.

For electronic submission.

20.4 The offer should be submitted by the bidder on the COLEPS platform <http://www.marchespublics.em> or <http://www.publiccontracts.em>. A back-up copy of the tender recorded on a USB key or CD/DVD must be deposited in the offices of the relevant PO or CA in a sealed envelope clearly and legibly marked "back-up copy" and with the tender references within the specified time limit.

20.5. The offers, together with the required documents, are put together in electronic files and grouped according to their administrative, technical and financial nature. However, administrative documents are entered into COLEPS by the issuing structures.

20.6 The file formats chosen for the submission of offers via COLEPS must be PDF format formats.

20.7. Documents transmitted in the COLEPS platform are electronically signed by using a certificate.

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

Article 22: Date and time limit for submission of offers and method of submission

22.1- Date and time limit for the submission of offers

- a. The bids must be submitted on-line on or before the date line stated in the special regulation to tender.
- b. The date and time of receipt of online submissions are automatically recorded by the dematerialisation platform through a time-stamping mechanism. The date and time of COLEPS or any other electronic means of communication specified by the Project Owner shall be authentic.
- c. For time stamping, the reference time zone is local time (GMT/UTC + 1). This time is visible on the submission page.
- d. The Project Owner may, at his discretion, postpone the deadline set for the submission of 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 Project Owner and bidders previously governed by the initial date will henceforth be governed by the new deadline.
- e. Offers submitted electronically shall be acknowledged by a receipt stating the date and time of receipt and the reference of the consultation.

22.2: Submission method

The method of submission shall be:

- Online: only online submissions will be accepted for this consultation by the Contracting Authority and will be deemed authentic.

NB: At the time of online submission, bidders' offers are automatically encrypted, that is. their content has become illegible.

Article 23: Late offers

Any bid received by the Project Owner beyond the deadline for the submission of bids shall be inadmissible.

Article 24: Modification, substitution and withdrawal of bids

For offline submissions,

24.1 A bidder may modify, replace or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Project Owner prior to the end of the time limit prescribed for the submission of the offers. The said notification must be

everyone, while the envelope containing the corresponding offer or the back-up copy shall be returned to the bidder unopened. Withdrawal of an offer or back-up copy 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 or back-up copy" 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 bid or back-up copy 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 or back-up copy 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 offers or back-up copies 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 and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the relevant Tenders Board may deem 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. Since a bid or a back-up copy that has not been opened and read to the hearing of everyone during the bid opening session cannot be submitted for evaluation, the Board shall systematically ensure that all bids received have really been examined.

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. However, the information on the composition of the committee remains internal to the Board. An extract of the said minutes to which is attached the attendance sheet signed by all the participants is handed over to each bidder on his request. Finally, only the financial bids of those bidders who have achieved the minimum technical score required are opened in the presence of the bidders concerned

25.6. At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of the regulation of public contracts a copy of the bids presented by each bidder and that the chairperson he initialled.

25.7. In case of petition, the bidder shall send it to the Petitions Review Committee, with copy to the Project Owner, as the case may be, to the chairperson of the Tenders Board concerned, to the

calculation error or omission discovered, to provide clarification on technical aspects not understood by the evaluation sub-committee or on the content of the price sub-detail, or to justify the prices of offers deemed abnormally low.

27.3. Requests for clarification shall be answered no later than seven (7) working days.

27.4. Subject to the provisions of paragraph 1 referred to 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: Determining the conformity of offers and technical evaluation

28.1. The Evaluation sub-committee set up by the Tenders Board shall, beforehand, verify the eligibility of the bidders and carry out a detailed examination of bids to determine if they are complete, if the required guarantees are provided, if the documents were correctly signed and if generally the bids are in proper order.

28.2. Then the Evaluation subcommittee shall determine if the bid is essentially in compliance with the provisions of the Tender File based on the content without recourse to extrinsic elements of proof. As such, the Evaluation Sub-Committee shall:

- review the offer to confirm that all the terms and conditions specified in the RPAO and SAC have been accepted by the Bidder without substantial discrepancy or reservation;
- evaluate the technical aspects of the tender submitted in accordance with clause 13.1.b of the RGAO to ensure that all the stipulations of the Price Schedule, the Methodology Note relating to the analysis of the works and specifying the organisation and programme that the tenderer intends to put in place or implement to carry them out (installations, planning, QAP, subcontracting, certificate of site visit if applicable, etc.) are complied with without any substantial discrepancies or reservations.

28.3. An offer that complies essentially with the Tender File shall be an offer 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 affects the scope, quality or execution of the works;
- ii. Which substantially limits, and is not in conformity with the Tender File, the rights of the Project Owner or his obligations in relation to the contract;
- iii. whose acceptance or correction would unfairly be prejudicial to the competitiveness of the other bidders who presented bids that essentially conformed with the Tender File.

28.4. If an offer is essentially not in conformity with the Tender File, it shall be rejected by the competent Tenders/Control Board and shall not eventually be rendered in conformity.

28.5. The Project Owner reserves the right to accept or reject any modification, divergence or

General Regulations, shall be evaluated and compared by the Evaluation subcommittee.

32.2. When evaluating the bids, the Evaluation Subcommittee will determine for each offer the evaluated amount of the offer 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 provisional sums and, where necessary, provisions for unforeseen contingent accounts featuring in the summary of the detailed quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c. By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31.2 of the General Regulations;
- d. By conveniently 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 granted 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 authorised, shall be evaluated on their own merit and irrespective of the fact that the bidder offered or not a price for the technical solution specified by the Project Owner 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 offers.

32.4. If the bid evaluated as the lowest bid is considered abnormally low or significantly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this Contract, the Subcommittee may, from the sub-detail of prices provided by the bidder for any element or all the elements of the detailed quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar.

32.5 On the proposal of the Evaluation subcommittee, the Chairperson of the Tenders Board may ask the tenderers or the competent administrations and bodies for clarifications on the offers.

32.6 In case an offer is deemed abnormally low, the Tenders Board shall propose to the Project Owner to request justifications from the bidder concerned. If they are deemed unacceptable, they shall be forwarded by the PO to the public contracts regulatory body, for opinion, at the same time as the request for clarification.

of the Authority in charge of Public Contracts.

35.2 The Project Owner shall notify the decision to cancel or declare the tender unsuccessful to the Chairperson of the Tenders Board, with copy to the public contracts regulatory body.

35.3 In case of allotment, the provisions of the above paragraphs shall be applicable to each of the lots.

Article 36: Notification of the award of the contract

36.1 The award of any contract shall be materialised by a decision of the Project Owner and notified to the successful tenderer within a maximum period of seventy-two (72) hours from its signature.

36.2. Before the expiry of the validity of the offers set in the Special Regulations, the Project Owner shall notify the successful bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter shall indicate the amount the Project Owner will pay the administration's contracting partner to execute the works and the execution time limit.

Article 37: Publication of contract award results and petitions

37.1. The Project Owner shall have five (5) working days to sign the award decision and publish the results from the date of receipt of the final award proposal from the relevant Board, unless the procedure is suspended.

37.2. Any decision to award a public contract by the Project Owner shall be published in the public contracts journal published by the body in charge of regulating public contracts, or in any other authorised newspaper, with indication of the amount of the successful tender's offer and the deadline.

Upon publication of the results of award, the Project Owner will send to each bidder who so requests, an excerpt of the bid evaluation report concerning him.

37.4. After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claim for compensation being entertained. Only the copy intended for the body in charge of the regulation of public contracts shall be kept if it was not collected on the spot.

37.5. In case of petition, it should be addressed to the Petitions Review Committee, with copies to the Project Owner, the Chairperson of the Tenders Board concerned, to the body in charge of regulating public contracts and to the Authority in charge of public contracts.

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

37.6 Such a petition may cause the suspension of the procedure following the appraisal of the public contracts regulatory body.

DOCUMENT No.3
SPECIAL REGULATIONS
GOVERNING THE INVITATION TO
TENDER (RPAO)

Special Regulations Governing the Invitation to Tender

This document must be filled by the Project Owner before the publication of the Tender File. The following provisions which are specific to the services subject of the invitation to tender should supplement or where necessary, specify the provisions of the General Regulations Governing the Invitation to Tender.

In case of conflict, the following provisions will prevail over those of the RGAO.

The numbers in the first column refer to the corresponding article in the RGAO.

[Instructions for completing the RPAO shall be provided, where need be, and indicated by notes in italics with reference to the corresponding clauses of the RGAO]

References of the RGAO	Description of the provision of the RPAO
5.2	In case of associated groups of enterprises, each member of the group must submit a complete administrative file, the documents " <i>Bank domiciliation certificate (except in the case of joint co-contracting), the purchase receipt for the TF and the bid bond</i> " provided for in point 13.1 of the RPAO being submitted only by the representative of the group.
5.4	Information necessary to prove that the eligibility criteria for national preference are met: <ul style="list-style-type: none"> - Sworn statement - Grading and Categorization certificate - Integrity charter - Dated and signed commitment statement to comply with environmental and social clauses
7.3.	For the purpose of the works site visit to be organised no later than -----,] after publication of the tender notice, the Project Owner's or the Delegated Project Owner's service to be contacted is [<ul style="list-style-type: none"> -P.O Box 495 Mankon Bamenda - Tel: 623 36 12 67 - Fax: +237 623 36 12 67 - Email: -Email: info@bamendacity.com <p>Each tenderer is advised to visit and inspect the works site and its surroundings and to obtain by himself, and under his own responsibility, all information that may be necessary for the preparation of the offer and the execution of the studies and works. The costs associated with the site visit shall be borne by the Tenderer.</p>
9	Additional information may be obtained during working hours from SIGAMP Services of the Bamenda City Council, Tel: 623 36 12 67 or online on COLEPS platform via http://www.marchespublics.cm and http://www.publiccontracts.cm . <p>Clarifications may be requested not later than [14 days] days before the offers submission date. Requests for clarification must state the full name and address of the applicant and be sent to the following address:</p> <p>SIGAMP service Tel/Fax +237 623 36 12 67 Bamenda City Council</p> <ul style="list-style-type: none"> - P.O.Box 495 Mankon Bamenda E-mail : Email: info@bamendacity.com
C- PREPARATION OF BIDS	
12.	The language of offer is English or French

References of the RGAO	Description of the provision of the RPAO
	<p>with the provisions of the Special Rules of the Invitation to Tender, failing which they will be rejected. They must be valid on the original deadline for the submission of tenders.</p> <p><i>B-Volume II: Technical offer</i></p> <p>It includes:</p> <p>b1 Information on qualification The list of documents to be provided by tenderers to justify their qualification, especially as regards references, equipment and personnel, includes:</p> <p>b.1.1 the letter of submission of the technical proposal</p> <p>b.1.2 Tenderer's references</p> <ul style="list-style-type: none"> • The list of contracts carried out (Project Owner, Subject, Amount, Date of acceptance). by the tenderer as main contractor (or subcontractor) during the last five (05) years. <p>These references must be accompanied by supporting documents, in this case:</p> <ul style="list-style-type: none"> • Copies of the first, second and last pages of the contract; • Final or provisional acceptance minutes or performance certificate; • Other supporting documents, if any. <p>These references must be accompanied by supporting documents, in this case:</p> <ol style="list-style-type: none"> a) CV; b) Labour contracts; c) Various acts of promotion during the career; <p>b.1.3 Personnel</p> <ul style="list-style-type: none"> • A list of key personnel qualified to carry out the work according to the model attached to the TF. <p><u>NB:</u> Attach a copy of the diploma and proof of experience for the proposed staff, namely:</p> <ul style="list-style-type: none"> • certified true copy of diploma of less than three (3) months old; • certificate of registration with the national orders, if applicable; • signed and dated curriculum vitae of the expert; • signed and dated certificate of availability from the expert; • Labour certificate or contract, or site logbook justifying the experience, if applicable. <p><u>NB:</u> All the above documents must be true copies, signed and dated within three months of the original deadline for the submission of offers.</p> <p>b.1.4 Materials to be used for the execution of the work</p> <p>A list of materials to be mobilised which should include at least:</p> <ul style="list-style-type: none"> - Proof of ownership or hired of 2 trucks - Proof of ownership or hired of a grader - Proof of ownership or hired of a front-end loader - Proof of ownership or hired of a pick-up - Proof of ownership or hired of a compactor (cylinder) - Proof of ownership or hired of a water tanker - Proof of ownership of a Concrete mixer - Proof of ownership of a manual compactor

References of the RGAO	Description of the provision of the RPAO
	<p>C. Volume 3: Financial offer This bid shall include the following documents:</p> <p>c.1 The offer proper, in original, prepared in accordance with the attached model, stamped at the current rate, signed and dated;</p> <p>c.2 The duly filled Unit Price Schedule and/or Fixed Price Schedule;</p> <p>c.3. The duly filled detailed quantity and cost estimates;</p> <p>c.4 The sub-detail of prices and/or the breakdown of all-in prices;</p> <p>To this effect, tenderers shall use the documents and models or standard forms provided for in the Tender File</p>
14.3.	<i>Taxes and dues: Prices proposed should be inclusive of all taxes.</i>
14.4.	The contract prices shall be revisable.
15.1.	<i>[In the context of this consultation, the currency(ies) of the offer is (are) defined according to option A (local currency only) or option B (local and foreign currencies) of Article 15.1 of the RGAO].</i>
15.2.	The exchange rate for converting the tenderer's offer into local currency as well as for converting future detailed accounts into foreign currency shall be that [to be specified: example. that of the BEAC three working days before the deadline for the submission of offers] (Not applicable)
16.1.	<p>Validity of bids: The period of validity of offers is ninety (90) days from the deadline for the submission of offers.</p>
17.1.	<i>The amount(s) of the bid bond(s) per lot are as follows: three million five hundred and ninety-nine thousand sixty (3,599,060) CFA francs for lot1 and three million four hundred and fifty eight thousand eight hundred and eighty (3,458,880) CFA francs for lot 2</i>
18.1.	Offers will be evaluated based on a minimum of 07 days (or months) and a maximum of 12 days (or months). The evaluation method is fixed in Article 32.2(e) of the RGAO.
18.3.	<p>Technical variants on the part(s) of the work specified below are permitted within the Technical Specifications: <i>[to be specified]</i> <i>[This provision will be included where variants are possible with the possibility for net price benefits, shorter execution time limit and/or better technical performance. The reference to the technical specifications shall be mentioned. Otherwise, it must be deleted].</i> (Not applicable)</p>
19.1.	The preparatory meeting ahead of the establishment of bids will be held at: There shall not be any preparatory meeting.

References of the RGAO	Description of the provision of the RPAO
	<ul style="list-style-type: none"> • any bid in black on white; • offers that do not comply with the bidding method recommended file format; • Any tender that does not comply with the indications of the TF, • The absence of a bid bond issued by a body or financial institution approved by the Minister in charge of finance to issue bonds for public contracts, or failure to comply with the model documents in the Tender File, will result in the outright rejection of the bid with no room to complain. A bid bond produced but having no connection with the consultation concerned is absent. A bid bond submitted by a tenderer during the tender opening session is inadmissible; • A bit bond with no hand written endorsement, bearing no fiscal stamp and not accompanied by a CDEC is inadmissible. • The Tenders Board shall draw up minutes of the tender opening session, a copy of which shall be given to all the tenderers.
	<p><i>[The bid-opening session must take place no later than one hour after the deadline for the receipt of bids set in the Tender File].</i></p>
29	<p><i>Tenders shall be evaluated on the basis of the following criteria for each lot selected by the tenderer:</i></p> <ul style="list-style-type: none"> ▪ <i>The eliminatory criteria specifying the minimum requirements to be met to be admitted to evaluation according to the essential criteria. They must not be the subject of scoring. The non-respect of these criteria shall cause the rejection of the tenderer's offer.</i> <p>They are:</p> <ul style="list-style-type: none"> ▪ absence or insufficient or non compliant bid bond at the bid opening session; ▪ failure to submit a document in the administrative file that is deemed to be non-compliant or missing after the deadline of 48 hours after the opening of bids; ▪ false declarations, fraudulent schemes or forged documents; ▪ failure to meet four (4) of the six (6) essential criteria; ▪ absence of a sworn declaration that no worksite has been abandoned during the last three years; ▪ non-compliance with the file format of the offers; ▪ the absence of a quantified unit price in the financial offer; ▪ absence of a grading (categorisation certificate); ▪ absence of an element in the financial offer (submission SUP, BQE); ▪ the absence of the Integrity charter; ▪ Absence of the declaration statement to comply with social and environmental clauses. ▪ Absence of CEDEC receipt <p>The essential criteria for the qualification of tenderers for information purpose shall focus on the following:</p>

References of the RGAO	Description of the provision of the RPAO		
5	Absence of a quantified unit price in the financial offer.	Yes/No	
6	Absence of an element in the financial offer (submission, SUP, BQE)	Yes/No	
IV- General eliminatory criteria			
7	False declarations, fraudulent schemes or falsification of documents	Yes/No	
8	Non-compliance with at least 4 essential criteria out of 6;	Yes/No	
9	Absence of grading (categorization) certificate	Yes/No	
10	Non-compliance with the file format for offers submitted online;	Yes/No	
11	Absence of a sworn declaration that no work has been abandoned during the last three years	Yes/No	

- **Essential criteria**

The evaluation of the essential criteria or those relating to the qualification of tenderers shall relate, by way of indication, to:

- Experience

- General experience in works

Experience in works contracts of 2 contracts executed during the last (5) *five* years preceding the deadline for the submission of offers with a minimum amount of 100,000,000frs.

- Specific experience in similar works (to those in the invitation to tender)

Having effectively executed satisfactorily and substantially completed, as a contractor or subcontractor, at least two (02) contracts similar to the work over the last five (05) years with a minimum value of 100,000'000 frs CFA

The similarity shall relate to the physical size, complexity, methods/technologies or other characteristics.

- a) *Copies of the first and last pages of the contract;*
- b) *Provisional or final acceptance report or performance certificate signed by the Project Owner;*
- c) *Other supporting documents, if applicable and to be specified*

- Personnel:

References of the RGAO	Description of the provision of the RPAO
	<p>bank,</p> <ul style="list-style-type: none"> ▪ Average annual turnovers, according to the balance sheet or statistical and tax returns for the past three (03) years of lest 200,000,000 Frs. <p><u>Proof of acceptance of the terms of the contract</u></p> <p><i>Bidders must submit duly initialled and signed copies, marked "read and approved", of the following administrative and technical documents governing the contract:</i></p> <ul style="list-style-type: none"> ➤ <i>The Special Administrative Clauses (SAC);</i> ➤ <i>The Special Technical Clauses (STC),</i>

The number of points that shall be awarded to each criterion and sub-criterion shall be as follows:

A. General presentation of bids		
- Presence of all documents		yes/no
- Clearness of the documents.....		yes/no
TOTAL A		/2

B. Financial situation		
a. Financial capacity \geq 135 million		Yes/No
b. Average annual turnovers, according to the balance sheet or statistical and tax returns for the past three (03) years \geq 200 million		Yes/No
Total B		/2

C. References of the company in similar works for the past five (05) years:		
a. Certified first and last pages of 2 contracts in the required domain \geq 135 mill. realized within the past 5 years (0.5 mark for each project)		Yes/No
b. Certified copies of the reception minutes of the contracts of point (a) (0.5 mark for each project)		Yes/No
c. Certified first and last pages of 2 similar contracts in the required domain \geq 135 mill. realized within the past 5 years (0.5 mark for each project)		Yes/No
d. Certified copies of the reception minutes of the contracts of point (b) (0.5 mark for each project)		Yes/No
Total C		/4

D. Equipment		
- Proof of ownership or hired of 2 trucks		yes/no
- Proof of ownership or hired of a grader		yes/no

Surveyor holder of (HND) in surveying with at least 3 years working experience*	
- attestation of presentation of original of diploma	yes/no
- certified copy of diploma	yes/no
- experience in building construction and public works (≥3 yrs)	yes/no
- CV signed and dated	yes/no
- Certified copy of National Identity card	yes/no
TOTAL E	/25
F. . The methodology of intervention and execution of work	
- Attestation of site visit	yes/no
- Site visit report with pictures duly signed by presenter	yes/no
- Site organisation in teams or options	yes/no
- Description of the socio - environment measures for site protection	yes/no
- Dispositions previewed for the security of personnel and other users	yes/no
- Use of local manpower (HIMO)	yes/no
- Coherent planning with respect to tasks	yes/no
- Manpower deployment plan	yes/no
- Material deployment plan	yes/no
TOTAL E	/09
	/48

F. Methodology and conformity with technical specifications, environmental protection and hygiene

a. Consistence site installation	Yes/No
b. Consistence Description of post of work	Yes/No
c. Consistence Organizational chart of the enterprise	Yes/No
d. Consistence Organizational chart for the execution of the works	Yes/No
e. Consistence Planning of execution of works	Yes/No
f. Consistence Attestation of site visit	Yes/No
g. Consistence Site visit report	Yes/No
h. Consistence Internal control	Yes/No
i. Consistence Means of communication	Yes/No
j. Consistence Use of human intensive labour	Yes/No
k. Consistence Environmental protection report	Yes/No
l. Consistence hygiene and sanitation of the personnel	Yes/No
m. Consistence security of the personnel	Yes/No
n. Consistence protection against HIV/SIDA	Yes/No
o. Consistence maintaining of circulation during work and signalisation	Yes/No
Total F	/15

G. Acceptance of the conditions of the contract

a. The Special Administrative Clauses (SAC) initialled on all pages and signed on the last page	Yes/No
b. The Special Technical Clauses (STC) initialled on all pages and signed on the last page	

33.1	National bidders [<i>may or may not</i>] benefit from a margin of national preference during the evaluation. [<i>If the application of preference to a national contractor plays a role in the award of the Contract, insert here possible additional criteria required by the Project Owner or Delegated Project Owner to benefit from this preference</i>]. (not applicable)
F- AWARD	
34.1	<i>The Project Owner awards the contract to the bidder whose bid has been found to be substantially compliant with the Tender File and who has the technical and financial capacity to execute the contract satisfactorily and whose bid has been evaluated as the lowest bid after application of the rebates proposed, if any.</i>
34.2	<i>The combination to be applied in case of simultaneous award of several lots is as follows the Project Owner shall take into account the proposed rebates and shall base himself on the combination which is the most economically advantageous for it in order to draw up the list of successful bidders per lot: if not: [specify, if applicable, a method other than the one most economically advantageous for the Project Owner].</i>
39.2	The final bond rate is 3 % of the amount inclusive of all taxes of the contract [<i>Its amount is fixed as a percentage of the amount including all taxes of the contract</i>]. Within twenty (20) days from the date of notification of the contract by the Project Owner, the contracting partner shall provide a final bond in accordance with the model attached to the Tender File. Failure to provide the said bond within the time limits and under the conditions set in Article 28 of the SAC shall expose the bidder to the penalties fixed in Article 37 of the said SAC.
40	<p style="text-align: center;">Ethical principles</p> <p>Tenders Board chairpersons and members, bidders and other persons involved in the procedure must always observe the strict rules of professional ethics. They must refrain in particular from corruption or any other form of fraudulent schemes. By virtue of these principles, the above expressions are defined as follows:</p> <ul style="list-style-type: none"> (i) Whoever offers, gives, solicits or accepts any form of benefit in order to influence the action of a public employee during the award or execution of a contract shall be guilty of "corruption". (ii) Whoever solicits or accepts several tenders issued by the same bidder under different company names and/or different registration numbers shall be guilty of "corruption". <p>ii. Whoever deforms or distorts facts in order to influence the award or execution of a contract or a jobbing order in a manner prejudicial to the Project Owner or the Delegated Project Owner shall be indulging in "fraudulent schemes. Fraudulent schemes" include in particular any agreement or collusive manoeuvre by bidders (before or after submission of the offer) aimed at artificially maintaining offer prices at levels which do not correspond to those that would result from free and open competition, and thus depriving the Project Owner or the Delegated Project Owner of related advantages".</p>

Note relating to the Special Administrative Clauses

The Special Administrative Clauses (SAC) express all the rights and duties of the parties to the contract. These rights and obligations must comply in all respect with the General Administrative Clauses (GAC), which already lay down the regulatory framework applicable to the execution of works contracts.

In this respect, the provisions of the SAC supplement and/or specify the information expressly provided for in the GAC on the one hand, and that required by the contract concerned on the other hand, in compliance with the laws and regulations in force in Cameroon.

Unless specifically provided for otherwise in the SAC, the provisions of the GAC remain applicable:

In any case, where the provisions contradict themselves, the provisions of the Special Administrative Clauses shall take precedence over those of the General Administrative Clauses.

The number of the article of the GAC to which reference is made in the SAC is indicated in brackets. Other articles of the GAC not featuring in the SAC remain in force in the execution of the contract.

The SAC model clauses constitute an outline of the provisions that the Project Owner or Delegated Project Owner should follow to prepare each Tender File and the draft contract.

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Article 32. Price variation	84
Article 33. Price revision formulae	84
Article 34. Price updating formulae	84
Article 35. Works executed under State supervision	84
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Article 42. Tax and customs regulations	89
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CHAPTER V. Miscellaneous provisions	90
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He is responsible for defending the interests of the Project Owner or the Delegated Project Owner at the definition, preparation, execution and acceptance stages of the services under the contract.

- The body responsible for external control of public contracts is the Ministry in charge of public contracts. The Ministry of Public Contracts or its relevant devolved service is responsible for checking that the contract has been properly executed, issuing the required prior approvals and approving the general and final detailed account.
- The Administration's contracting partner or the contract holder is The Contractor he responsible for executing the works under the contract.

3.2. Security

For the purpose of applying the security regime provided for in Article 150 of Decree No. 2018/366 of June 20, 2018 on the Public Contracts Code, the duties are defined as follows:

- The authority in charge of ordering payments shall be: **The City Mayor Bamenda City Council.**
- The authority in charge of the clearance of expenses shall be: the Director of Technical Services in the Bamenda City;
- The body or official in charge of payment shall be: **The Treasurer Bamenda City Council.**

The official competent to provide information within the context of the execution of this contract shall be: **be the Project Owner (his competent services).**

Article 4: Language, applicable laws and regulations

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

4.2 The contractor or contract holder undertakes to observe the laws and regulations in force in the Republic of Cameroon, both within his own organisation and in the execution of the contract.

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

Article 5: Standards

5.1 The works under this contract shall comply with the standards laid down in the Special Technical Clauses, and where no applicable standard is mentioned, with the authoritative standard applicable in Cameroon, which standard shall be the most recently approved by the competent authority.

8. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;
9. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
10. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
11. Instruments governing the various professional bodies;
12. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
13. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
14. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
15. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
16. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
17. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
18. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
19. Order No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
20. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owner's circular.
21. Circular N^o 0001877/C/MINFI of 31/12/2025 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2024 financial year;
22. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
23. The MINCOMMERCE Decree setting the Price List
24. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of markets reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
25. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
26. Unified Technical Documents (DTU) for building works;
27. Applicable standards;
28. Other instruments specific to the domain concerned with the Contract;

For contracts with conditional tranches, the period for each tranche, which runs from the date of notification of the administrative order to start work on the tranche considered is:

Tranches	Timeframe (in months)
Firm tranche	3 months
Conditional tranche 1	3 months
Conditional tranche 2	3 months

Article 11: Obligations of the Project Owner or Delegated Project Owner

11.1 The Project Owner is responsible for acquiring and making available the site as well as its access, possession, use and access to all other areas reasonably necessary for the proper execution of the Contract. He must provide the Co-contractor with the facilities for access to the project sites. For sites that are far from the Project Owner's head office, transportation costs for accessing them shall be borne by the Contractor.

11.2 The Project Owner shall obtain and at his cost, all permits, authorisations, approvals, and licences from the relevant local, regional or national authorities or government services necessary for the execution of the Contract and which are within the scope of his obligations.

11.3 If the administration's contracting partner so requests, the Project Owner or Delegated Project Owner shall do his utmost best, to help him obtain in time and with all due diligence from the local, regional or national administrations or public services, the permits, authorisations and licences required by these bodies for the contractor, his subcontractors or the contractor's or his subcontractors' personnel, as the case may be, to carry out the Contract.

11.4 The Project Owner will protect the contractor against any threats, outrage, violence, assaults, insults or defamation to which he may be victim as a result of or in connection with the performance of his duties.

Article 12: Administrative orders

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

12.1. Once the contract has been notified to the contract holder, the Project Owner or the Delegated Project Owner has fifteen (15) calendar days to sign the works start-up service order. This Service Order is notified to the contractor by the Contract Manager within seven (7) calendar days. A copy of the said Service Order is sent to the Ministry in charge Public Contracts or its relevant devolved

Contract Manager, on the proposal of the Engineer and notified to the Contractor by the Engineer.

12.7 The Contractor has a period of fifteen (15) days to express reservations on any administrative order received. The fact that reservations are made does not exempt the Contractor from implementing the administrative orders received.

12.8 In the event of a group of enterprises, the service orders are sent to the representative, who alone has the right to submit reservations on behalf of the group that he represents.

12.9 The contract may include conditional tranches, the execution of which is subject, for each of them, to the possible lifting of the denunciation clause and to the Contractor being notified, by administrative order, of the Project Owner's decision to continue with the execution of the said tranches. If the Contractor has not been notified of this Administrative Order within the time limit set in Article 14 of this contract, the Project Owner and the Contractor shall be released from this obligation for this conditional phase on expiry of this time limit.

12.10 The administrative order to commence service on the conditional tranche can only be issued once the previous tranche has been completed and provisionally accepted. However, if the condition suspensive to the execution of the conditional tranche is the availability of funding, the notification of the administrative order to commence service shall be issued as soon as proof of the availability of funding is established.

Article 13- Roles and responsibilities of the administration's contracting partner

13.1 The contractor shall ensure the execution of the work under the supervision of the Engineer or the Project Manager (to be specified as appropriate) and fulfil his obligations diligently, efficiently and economically, as described in the Technical Specifications or Technical Clauses, under the supervision of the Engineer and in accordance with this contract, the rules and standards in force in Cameroon and the techniques and practices generally accepted in the field of activity concerned by the contract. In particular, he is required to carry out (if necessary) the calculations, tests, and analyses, and to determine, select, purchase and supply all the tools, materials and supplies required to carry out the work. The contractor is bound to employ all useful personnel, whether specialised or not.

13.2 The contractor is responsible to the Project Owner or the Delegated Project Owner for the quality of the materials and supplies used, for their perfect adaptation to the needs of the site, for the convenient execution of the work and for the services and work carried out by the approved sub-contractors. He must comply with the regulation in force in Cameroon concerning compliance with the environment. He must execute all the work specified in the Special Technical Clauses (STC) and the texts and directives mentioned in the said document. In particular, he shall be obliged to

in which the contract is executed. This acceptance shall be a condition for the start of the next conditional tranche.

14.2. The period from the date of provisional acceptance of the previous tranche for the signature and notification by the Project Owner or the Delegated Project Owner of the administrative order to commence a conditional tranche is: [number of days to be specified if applicable].

14.3. The deadline for notification of this administrative order by the Contract Manager shall be a maximum of fifteen (15) days. This period is the same as that for the firm tranche.

Article 15- Contractor's personnel and equipment

15.1. Personnel of the enterprise

The enterprise shall be required to use the personnel proposed in the offer, whose team is composed as follows:

Key personnel for the execution the works:

Project Manager:.....[give name].....

Clerk of the works:.....[give name].....

Other key personnel:.....[give names].....

In addition, indicate the personnel to be recruited in the case of the labour-intensive approach (HIMO), if any, and the method of their remuneration.

15.2. Replacement of key personnel

Any modification, even partial, to the proposals in the technical offer will only be made after written approval by the Project Owner or the Delegated Project Owner or the Contract Manager. In the event of a modification, the contractor will have him replaced by personnel of at least equal competence (qualifications and experience) or by equipment of similar performance and in good working order.

In any event, the lists of supervisory personnel to be put in place must be submitted for the prior written approval of the Project Owner or the Engineer, as appropriate, within fifteen days (15) days following notification of the administrative order to commence service. After this deadline, the lists will be deemed to have been approved.

The Project Owner or the Engineer, as appropriate, shall have five (05) days to notify his opinion in writing to the Contract Manager. The Project Owner reserves the right to refuse approval to a person proposed by the contractor whose qualifications are insufficient.

Any unilateral change made to the proposals for supervisory staff in the technical offer, before and during the works, is grounds for termination of the contract as referred to in Article 41 below or for the application of penalties.

The Contractor shall, at his cost, provide the necessary means for the repatriation of all his personnel and the personnel of his subcontractors working on the Site to the countries where they were respectively recruited for the execution of the Contract, and shall take in charge, at his own cost, their temporary stay there between the date on which they cease to be employed for the execution of the Contract and the date scheduled for their repatriation.

15.6 Material proposed in the offer.

The contractor shall use the appropriate equipment of a standard comparable to the specifications of the TF, in the execution project for the proper execution of the services in compliance with standards.

Any modification made shall be notified to the Project Owner or the Delegated Project Owner for prior approval.

Article 16: Documents to be provided by the contractor

16.1 Work programme, Quality Assurance Plan and others.

a) Within a maximum period of fifteen (15) days from the notification of the administrative order to start the works, the administration's contracting partner shall submit, in five (05) copies, for approval [*by the Contract Manager after the opinion of the Project Manager (or Engineer)*] the works execution schedule, his supply schedule, his draft Quality Assurance Plan (QAP) and his Environmental Management Plan, if applicable.

This programme shall be presented exclusively according to the models provided and shall include:

- The minutes specifying the tasks to be carried out, if applicable;
- The list of works to be subcontracted;
- The description of the modalities to keep traffic, if necessary
- Etc.

Two (2) copies of these documents shall be returned to him/her within ten (10) days of their receipt with:

- Either the approval note, 'GOOD FOR EXECUTION.'
- Or the mention of their rejection together with the reasons for the rejection.

The administration's contracting partner shall then have seven (07) days to submit a new project. The Contract Manager or the Project Manager shall then have a period of five (05) to give his

- the list of works that the contractor will have them carried out by subcontractors, if any.

The updated and approved planning will become the contractual schedule. It should show the critical tasks. The contractor shall constantly keep up-to-date on the worksite; a works updated planning which will take into account the actual progress of the works.

In case of failure to comply with the deadlines for approval of the above documents by the Administration, they shall be deemed to be approved.

Article 17: Provision of documents and site

The Project Owner shall make the works site and its access roads available to the Contractor in due course and as and when the works progress, in accordance with the execution programme.

The reproducible copy of the plans included in the Tender File will be provided by: [the Contract Manager or the Project Manager].

Article 18: Transport, insurance of structures and civil liability

18.1 Packaging for the transportation of equipment and materials

The supplier must take all necessary measures to ensure that the equipment or materials are protected by careful packaging suitable for transport by sea, air, rail or road. The supplier must make every effort to repair any damage caused during transport to the place of delivery.

18.2 Insurance

- a) As soon as the contract is notified, the contractor must take out an insurance policy with one or more approved insurance companies to cover the risks associated with the execution of the services covered by the contract.
- b) The following insurance policies are required under this Contract for the minimum amounts, deductibles, and other minimum conditions within fifteen (15) days of notification of the contract.
 - Third-party liability insurance covering the risk of bodily injury caused to third parties or the risk of death of third parties (including the Project Owner's personnel), the risk of loss or damage occurring during the execution of the work to property during supply or assembly or installations; if applicable;
 - Site all risks Insurance covering loss or damage to the facilities on site, occurring prior to completion of the facilities, with an extended warranty covering the Contractor's liability for loss or damage occurring during the warranty period, for so long as the Contractor remains on site to discharge his obligations during the warranty period.

unorthodox practices vis-à-vis the subcontractor. Where the subcontractor is to be paid directly, the main contractor is required, when requesting authorisation, to establish that the assignment or security of receivables resulting from the contract does not prevent direct payment to the subcontractor.

Article 20- Site laboratory and tests

The contractor is bound to have his own laboratory on the site to enable him carry out all identification trials and/or studies on building materials defined in the STC. The personnel and the equipment in this laboratory must be approved by the Project Manager and the Contract Engineer within a period of fourteen (14) days on reception.

20.1 The trials, if applicable, provided for under this contract include: CBR, Proctor test, granulometry test.

20.2 The necessary laboratory equipment and materials are:

20.3 The modalities for the implementation of these trials are:

The costs of these trials and controls shall be borne by the Contractor.

Article 21: Site logbook and meetings

21.1 Site logbook.

The contractor is bound to open a site logbook before the start of works. It is a single contradictory document. Its pages are numbered and initialled. No page should be removed. Parts that are crossed out or cancelled should be signalled in the margin for validation. Each day, the following information must be entered inside:

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

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

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

These operations are the subject of a report drawn up on the spot and signed by the Project Manager, if applicable, the Engineer and the Contractor.

- b) When these operations are carried out by a technician, he draws up a report proposing acceptance, repair, improvement or rejection, which is sent to the committee for its decision.
- c) **The technical acceptance committee** or the technician assigned to this task must check the qualitative, technical and quantitative conformity of the work.

Regarding technical acceptance, the committee shall take one of the following decisions concerning all or part of the work:

- It accepts the quality and quantity of the work and, in this case, its decision is immediately enforceable;
- It finds that the work does not comply and rejects it. However, in this case, it may accept either that the work be put into conformity or that it should be the subject of a reduction. The Contractor shall be notified of the rejection of the service by registered mail or simple letter against receipt if it has not signed the report reaching this decision.

24.2 Preliminary operations to acceptance

The Contractor must inform the Contract Manager of the date on which he wishes the work to be accepted, no later than fifteen (15) days before the end of the contractual period.

Provisional acceptance shall be pronounced immediately at the end of the execution of the work covered by this contract and after the Pre-Acceptance Operations. After visiting the site, the Committee shall examine the minutes of the pre-acceptance operations and proceed to provisional acceptance of the works if necessary.

For contracts comprising several tranches, the Project Owner shall proceed with the provisional acceptance of the works for the tranche in question. This acceptance shall be a condition for the start of the next conditional tranche.

The acceptance visit is marked by the signing, on the spot, by all the participants, of an acceptance report mentioning whether acceptance is pronounced or not and, if applicable, the reservations to be lifted, together with deadlines, before pronouncing the said acceptance. If acceptance is not granted, the acceptance report shall specify the reservations to be lifted and the deadline before acceptance is granted.

To be valid, the acceptance report must be signed by at least two-thirds (2/3) of the members, including the Chairperson.

24.3 Composition of the acceptance committee

The Acceptance Committee shall be made up of the following members [as indication]:

Contract Manager then has fifteen (15) days to notify a new decision, after receiving the opinion of the Acceptance Committee, if applicable; failing such notification, the Contract Manager is deemed to have accepted the observations of the Contractor.

In the event of rejection, the Contractor is obliged to reimburse the advances and down payments already received.

Article 25- Documents to be provided after execution

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

25.1 Within 30 days after the provisional reception of all the work, the Contractor will submit a dossier of verification with a plan to 1/100e and a report describing the work done.

25.2. The bond of the good execution of works will be released only after the submission of the dossier of verification.

Article 26- Contractual guarantee / maintenance during the guarantee period

26.1 Guarantee period

The duration of the guarantee is six (06) months from the date of provisional acceptance of the works or partial acceptance where applicable.

The Contractor guarantees that the equipment delivered in execution of the contract is new and that the work has been carried out conveniently and in accordance with the required standards.

26.2 Maintenance during the guarantee period

During the guarantee period, the contractor shall be bound to carry out, at his own costs and in due time, all the works and repairs necessary to maintain in good condition the structure, that is, ensure within the ten (10) days following the notification of the default by the administration and on the location of employment, the restoration of the structure for the consecutive defaults and repairs to remedy all the disorders caused by poor workmanship that may appear on the structures and equipment as the case may be, and pointed out by the Contract Manager or the Project Manager, as appropriate.

If, after provisional acceptance, the contractor has not complied within fifteen (15) days with the prescriptions of an administrative order concerning possible repairs and refurbishments, the Contract Manager shall have the right to have the repairs executed by his own workers or by another contractor and to collect the amount thereof at the expense of the contractor through deduction on any sums due or to be owed to the latter under the contract.

[The bank domiciliation must be the same as that of the final bond].

- a) For payments in CFA francs, either (net amount to be paid in figures and words), by credit to account No. _____ opened in the name of the contractor at the _____ bank
- b) For payments in currencies (if applicable) either (net amount to be mandated in figures and words), by crediting account No. _____ opened in the name of the contractor at the _____ bank.

Article 31- Guarantees and bonds

The contractor must provide guarantees from financial institutions approved by the Minister in charge of Finance or that have local correspondents approved by the said Minister.

The guarantees described below in favour of the Project Owner or Delegated Project Owner shall be required within the deadlines, for the amount and according to and under the model indicated below:

31.1 Final Bond

- a) It shall be constituted by the contract holder and sent to the Contract Manager within a maximum of twenty (20) calendar days from the date of notification of the contract and, in any case, before the first payment.
- b) The amount is set at: The amount is set at 3% of the amount of the contract including VAT, increased, where applicable, by the amount of any amendments.
- c) The guarantee shall be expressed in the currency(ies) of the Contract, or in a freely convertible currency satisfactory to the Project Owner or Delegated Project Owner, and shall follow one of the models provided in the Tender File, as specified by the Project Owner or Delegated Project Owner in the SAC, or any other document satisfactory to the Project Owner or Delegated Project Owner.
- d) The substitution methods of the security are provided for in Article 140 of the Public Contracts Code.
- e) The final bond will be returned consecutively by the Project Owner or the Delegated Project Owner within a period of one month following the date of provisional acceptance of the works, following a release order issued by the Project Owner or the Delegated Project Owner at the request of the contractor.
- f) Small- and medium-size enterprises with national share capital and managed by nationals, as well as civil society organizations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage or a bond issued by a banking institution or financial body authorized in accordance with the instruments in force

31.2 Start-up advance bond

tools and all the necessary means that may be required to carry out some works under State supervision, provided that the request is made at least eight (8) days in advance and that it is related to the subject of the contract.

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

35.2 In the event of duly established default by the Administration's contracting partner, the Project Owner or Delegated Project Owner may, failing to terminate the contract, and after the written authorisation of the Authority in charge of Public Contracts, prescribe total or partial supervision at the cost and risks of the said contracting partner.

35.3 Works executed under State supervision shall be remunerated on the basis of the State supervision unit prices provided for in the contract, or, failing that, salaries, allowances, social security charges, sums spent on supplies and equipment, increased under the conditions laid down in the specific instrument of the Authority in charge of Public Contracts defining the conditions for executing works under State supervision to cover overheads, taxes, duties and profits.

Article 36 : Valuing the supplies

36.1 payments on account for supplies may be made in respect of expenditure incurred for the execution of works, supplies or services subject of a contract.

36.2 A deposit is not required for payments on accounts for supplies.

36.3 In any case, the administration's contracting partner shall be responsible for the safekeeping of the materials which have given rise to an advance for supplies up to the acceptance of works.

Article 37- Advances

37.1 The Project Owner

37.2 The start-up advance can be obtained by the administration's contracting partner on simple request addressed to the Project Owner or the Delegated Project Owner without justification. This advance starts to be reimbursed by deducting a percentage 20% from each payment on account once the total amount of work reaches 40% of the contract amount. The payment on account for the start-up advance shall take place after the deposits due have been put in place, in accordance with the provisions of the Public Contracts Code.

37.3 The total advance must be completely reimbursed not later than when the value of the basic price of the services executed shall have reached eighty per cent (80%) of the contract price.

acceptance, the contractor shall prepare, on the basis of joint statements the draft final detailed account of the works actually carried out, which shall summarise the total amount of the sums to which he may be entitled as a result of the execution of the contract in full.

This draft final detailed account, once rectified by the Project Manager or the Engineer and accepted by the Contract Manager becomes final. It is used to prepare the down payment for the balance of the contract, established under the same conditions as those defined for preparing the monthly detailed accounts.

38.3.1 The Contract Manager has a maximum of ten (10) days to notify to the Project Manager the corrected and accepted draft.

38.3.2 The administration's contracting partner must, within a maximum period of one month following the date of this notification, return the final detailed account signed without or with reservations, or make known the reasons for refusing to sign.

If the contractor signs with reservations or does not sign the final detailed account, the reasons for this refusal or reservation must be expressed by the contractor in a summary document of all the claims for which he is claiming payment, accompanied by the necessary supporting documents, and sent to the Project Manager within the same time limit as above, under pain of foreclosure.

The dispute is then settled in accordance with the provisions of the Public Contracts Code in force and the applicable GAC.

38.4 General and Final detailed account

38.4.1 [Indicate the period available to the Contract Manager or the Project Manager to prepare the general and final detailed account to the administration's contracting partner after final acceptance (*maximum 1 month*)

At the end of the guarantee period, which gives rise to the final acceptance of the works, and within a period of thirty (30) days the Contract Manager shall prepare the general and final detailed account of the contract and has it signed jointly by the contractor and the Project Owner or Delegated Project Owner. This detailed account includes:

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

The signing of the general and final detailed account without reservation by the contractor binds the parties completely and puts an end to the contract, and releases the Project Owner from any obligations, except as regards interests on overdue payments.

Volume n° 29	: Construction and maintenance of road structures
Volume n° 30	: Transport by road of materials for the construction and maintenance of pavements
Volume n° 31	: Curb and gutters in natural stone or concrete, supplemented by the AFNOR NF T 98 302 standard
Volume n° 50	: Topographical work
Volume n° 63	: Supply and use of mortars and unreinforced concrete
Volume n° 64	: Unreinforced masonry work on civil engineering structures
Volume n° 70	: Sewerage pipes and ancillary works

However, the contracting party is entitled to use standards other than those mentioned in this document, provided that these are commonly accepted and lead to results of equal or higher quality. These standards must be submitted to the Delegated Project Manager for approval in advance, with supporting documents. The Delegated Project Manager justifies his decision to accept or reject a standard.

1.5. GENERAL REQUIREMENTS

1.5.1. Technical standards

Unless otherwise stipulated in this Technical Specifications, the technical standards for the definition of the quality of materials and their implementation are the standards in force in the Republic of Cameroon.

1.5.2. Bad weather, suspension of work

The Contracting Authority may prescribe, by service order, the suspension of the work due to bad weather or for any other reason it deems necessary, without the Co-contractor being able to raise a claim on this basis.

In this case, the contractual period may be extended by as many calendar days as have elapsed between the date of suspension and the date of resumption of works, if this is prescribed in the service order.

1.5.3. General environmental requirements

In general, unless specifically prescribed in this Special Technical Specifications, the document "Study of the plan for the limitation of the environmental impacts of road maintenance - Environmental directives for road maintenance - TECSULT - MINTP - April 1997" will serve as a reference. This document will be available for consultation at the Environment Unit of the MINTP.

In order to ensure that the environment is taken into account by the Co-contractor, an environmental consultant will intervene:

- Before the start of the work, to give an opinion on site proposals (borrow pits, quarries, depots, installations, etc.) and on the work planned to meet the Specific Environmental Requirements.
- During the construction site, to monitor the implementation of environmental measures.
- At the end of the work, in order to see the restoration of the various sites.

These TWO interventions, of one day each, will be the responsibility of the Control Mission.

1.6. Site log book and site meeting.

The site log will be drawn up and signed each day by the representative of the Co-contractor on the site and by the representative of the Delegated Project Manager. It will be drawn up jointly according to a defined template and must contain at least the following daily information:

- Weather conditions
- The work carried out during the day, the personnel and equipment employed
- The progress of the work

Whether it is the approval of the initial program for the execution of the works or its modifications during the works, the Delegated Project Manager will have a period of five (5) days to make known its agreement or observations on the proposed provisions.

The Co-contractor must make any changes prescribed by the Delegated Project Manager within eight (8) days from the date of their notification.

The effective start of the works will be subject to the approval of the program for the execution of the works by the Delegated Project Manager, without the deadline for the execution of the works being modified as a result.

The presentation of the planning, their follow-up and updates will be done in the following manner:

General schedule of works:

- It will be prepared in computerized form and presented in the form of a bar chart.
- The Co-contractor will be obliged to keep this planning up to date and to present any adjustments and their justifications on a monthly basis.

Weekly activity schedule:

- The Contracting Party will be required to present, each weekend, a detailed schedule defining the various activities it intends to undertake during the following week.
- The Delegated Project Manager will be able to provide his observations within 72 hours.

The work program must specify:

- A description of the arrangements and methods envisaged for the execution of the works.
- The materials used.
- The management staff of the site.
- The planning of execution.
- Any information that could be useful to the Delegated Project Manager to organize the inspection.

This program will be revised during the execution of the project as necessary.

1.8. DEFINITION OF THE WORK TO BE CARRIED OUT

In a preliminary phase, the Co-contractor will carry out all the project verifications it deems necessary in order to be able to point out any anomalies, errors or omissions, not only in the study documents, but also on site. These verifications will focus in particular on the location of burrow pits for foundation materials and on deposits of pavement materials.

The Contracting Party shall present to the Delegated Project Manager the results of its comparison of the project with local conditions and its proposals for a possible modification of the project.

The final arrangements will then be made by mutual agreement. No execution of the works can be started on a given section until these final provisions have been adopted.

The Co-contractor acknowledges that it has taken into account the time constraints that will be incurred by these preliminary phases. It is understood, however, that the agreement between the parties must be reached within a maximum of ten (10) days following the submission of the results of the preparatory work to the Delegated Project Manager.

This period of ten (10) days is extended if the Delegated Project Manager deems it necessary to request geotechnical counter-tests.

He will only be able to start exploiting the borrow pits and quarries after having received the written authorization of the Delegated Project Manager with regard to the Environmental Directives.

The Other Party shall bear all the costs of operating the borrow pits, in particular the opening and development of access roads, the clearing of brush and deforestation, the removal of topsoil or undesirable materials and their storage outside the limits of the borrow pit, as well as the prescribed environmental protection development works. The removal of soil and its disposal must comply with environmental requirements (see section II.3.). Drainage of borrowed areas will need to be done effectively.

Every effort should be made to ensure that runoff water can flow normally outside the road right-of-way without causing damage to shoreline properties.

No borrowing area shall be opened below the road within thirty (30) meters of the bed line, this distance being increased by the depth of the borrowing excavation. The bottom of the borrowing chambers will be adjusted so that water does not stay close to the road. The contracting party shall be required to construct at its own expense a system for the drainage of water and protection of the road (guard ditches, sumps, works under carriageways) in such conditions that it cannot cause flows harmful to the subsequent conservation of the road.

During the course of the work, the Co-contractor may only change the origin of the materials of the products manufactured with the written authorization of the Delegated Project Manager, provided that the replacement materials and products are of equivalent quality and meet the same requirements concerning their compliance with the standards in force.

II.2. QUALITY OF MATERIALS

The Co-contractor shall submit the technical files relating to the quarries and areas for borrowed materials that it proposes to use. These areas will be those that he will have prospected and studied himself. In all cases, these zones must be located at least 30 meters from the road and 100 meters from homes and waterways.

The Delegated Project Manager must make known his decision or instructions on the exploitation of the borrowing area within 15 days.

The Co-contractor remains solely responsible to the Contracting Authority for the origin, the quarry search, the quality of the materials and their compliance with the requirements of the Contract.

II.2.1. Granite arena

These materials will be natural gravel from the deposits indicated by the Contracting Authority, if applicable, and from new deposits proposed by the Co-contractor, if they meet the specifications given below, as well as the Environmental Requirements.

ACCEPTABILITY CRITERIA		Specifications
Bearing capacity CBR at 95 % of the OMP, 4 days steep		□ 40
Maxi dry density at 95% of the OMP	T/m ³	□ 1,8
Plasticity index	Ip	□ 25
Pourcentage of fines <0,08 mm	F	5 □ F □ 30
Plasticity modulus	F.IP	<500
Linear swelling	%	<1
QUALITY CRITERIA		
D maxi	Mm	40
% pass at 10 mm	<10	35 – 90

III. METHOD OF EXECUTION OF THE WORK

III.1. INSTALLATIONS

III.1.1. Site installation

The Co-contractor shall submit the location of its site facilities to the contract Manager for authorization and shall submit a plan of the facilities for approval.

The Company's general site facilities and general services include:

- land renting,
- the development of surfaces for the installation of buildings, areas for storing materials and parking for machinery and vehicles,
- the construction of any paved access roads and their maintenance,
- the implementation of means of communication: telephone, radio, and security
- the supply of water and electricity,
- the construction and equipment of the site laboratory located near the site,
- the construction of the Company's premises, housing, offices, workshops, shops, sanitary and social premises for the staff,
- the construction of offices for the control mission:
- the possible installation of the crushing and screening plant, including any transfers,
- fuel storage facilities,
- the signalization of the works, its guarding and its maintenance,
- all other provisions necessary for the proper functioning of the site,
- the dismantling and folding of the installations,
- any relocation as the site progresses,
- the restoration of the sites in accordance with environmental requirements, and any other conditions necessary for the proper execution of the work within the deadlines set;

III.1.2. Implantation

The Co-contractor will carry out the prospection, the necessary formalities, the development, and will bear the costs of preparing the land necessary for the establishment of fixed and mobile installations, storage areas, deposits and quarries. The location and development of these lands must be approved by the Project Manager.

Regardless of the choice of the Co-contractor as to the location of these sites for site facilities, storage areas or quarries, it will remain fully responsible for the completion of the work within the stipulated deadlines.

The chosen site must be at a distance of at least:

- 30 m from the road,
- 50 m from a lake or river,
- 50 m from the houses.

The site must be chosen outside sensitive areas, in order to limit bush clearing, shrub uprooting, and tree felling. In the site installation area, the pruning and felling of trees whose diameter measured at 1m from the ground is greater than 20 cm will be carried out after prior agreement of the Delegated Project Manager according to a felling plan previously established.

III.1.3. Internal regulations

The internal regulations of the site installation must specifically mention the safety rules, prohibit the consumption of alcohol during working hours, prohibit hunting, the consumption of bush meat, the use of fire-

- a technical note defining, on the basis of the initial conformity tests carried out by the Co-contractor, the use and destination (basic element of the movement of earth) of the materials in question.

All the costs of preparing these various files are the responsibility of the Co-contractor.

The Delegated Project Manager has fifteen (15) days, following the date of submission of the files defined above, to give his total or restrictive approval, or to refuse the use of the proposed borrow pit. If the Delegated Project Manager authorizes the operation of a borrow pit, he must specify the limits of use of the latter. Finally, with regard to all extraction materials, the Delegated Project Manager may withdraw his approval for a given borrow pit, if he considers that, in the light of the control tests, the deposit no longer supplies materials meeting the specifications.

The sites of deposits or quarries selected after preliminary geotechnical tests are cleared, cleared of bush and stumps, if necessary.

The surface layers are carefully stripped until the material to be extracted has sufficient homogeneity and cleanliness. The stripping products are pushed to the periphery of the operating area, in order to be used for the remodeling of the land after work, in accordance with environmental regulations.

The materials to be used to make the layers of the road body are previously stacked in heaps, before being taken back for loading into the transport equipment. This method of exploitation is recommended, in order to obtain good homogenization, and to avoid the indiscriminate setting of unusable underlying materials.

If extraction must be done in the rainy season, the stock of stacked material must be limited because rainwater penetration is facilitated on aerated material. It is imperative not to stack a volume greater than the needs of a working day.

In all cases, it is necessary:

- to provide slopes that promote water evacuation,
- provide for basic evacuation arrangements at low points,
- to keep the construction tracks in good condition to avoid ruts, puddles, or stagnant water.

The Co-contractor must use the known borrow pits (the location of which is given only as an indication in the plan files) in the event that they still contain materials that meet the specifications and after written agreement of the Delegated Project Manager, but must look for new ones with the aim of reducing the transport distance of the materials.

After each borrow pit has been used, the Co-contractor is required to redevelop the surface area to return it to its original purpose, in accordance with environmental regulations.

The Co-contractor must have a perfect knowledge of the places from which he can supply his site with water for watering the soils to be compacted. This water must not contain organic matter that could interfere with the setting of hydraulic binders.

III.2. Backfill from borrow pits

Generalities

The objective of the earthworks is to obtain a rollable width of 6 meters, in accordance with the typical cross-sections. However, the existing platform will not be expanded. As much as possible, earthworks will be minimized.

Special attention must be paid to the slopes, which must not be less than 3% on either side of the axis in a straight section and which may reach 6% in curves.

Exploitation of borrow pits

ten agreement of the Delegated Project Manager, but must look for new ones in order to reduce the distance of transport of the materials.

After each borrow pit has been used, the Co-contractor is required to redevelop the surface area to return it to its original state, in accordance with environmental regulations.

The Co-contractor must have a perfect knowledge of the places from which he can supply his site with water for watering the soils to be compacted.

This water must not contain organic matter that could interfere with the setting of hydraulic binders

All the land located under the base of the embankments must be compacted by the Co-contractor, so that the dry density of the soil in place is at least equal to 90% of the OMP, to a thickness of at least 30 centimeters (for 95% of the measurements, with a minimum of 85%).

If the embankments to be carried out consist of raising and/or widening existing embankments or recovering eroded embankments, the embankment work must be carried out in such a way as to limit the shear between the ground in place and the material added. In order to improve the overall binding together, any widening or re-enplaning of the embankment must be carried out by successive steps (redans) anchored in the existing embankment, after intersecting the latter. These recesses must allow the passage of compaction machines. In order to achieve the required compactness over the entire width of the final embankment, the Co-contractor must provide for an extra width of 25 cm for each step, to be removed by cutting after compaction.

The backfill materials are used in horizontal layers, the thickness of which is determined according to the compaction means available. This maximum thickness is defined for each type of soil backfilled. However, it is limited to 30 cm.

The means of compaction that the Co-contractor intends to use for the execution of the works must be adapted to the different types of soil encountered during the earthworks. The work can only begin if the Co-contractor has brought to the site the machinery and equipment whose nature and number have been approved.

A layer can only be placed and compacted if the previous layer has been accepted after verification of its compaction. The Other Party is obliged to await the result of the corresponding laboratory tests. He may only request the reception of a layer if all the compactness is higher than the minimum required.

In order to carry out compaction under optimum conditions, the material must be brought to a water content equal to that of the OMP, plus or minus 2% (wetting by watering or drying by scarification, if necessary).

The embankments are methodically compacted until a dry density equal to is obtained:

- 92% of the dry density of the OMP, up to 30 cm below the dimension of the base (for 95% of the measurements, with a minimum of 90%),
- 95% of the dry density of the OMP, for the last 30 centimetres, up to the level of the base (for 95% of the measurements, with a minimum of 92%).

The control of the compaction value is carried out by measuring the dry density "in situ", with a membrane densitometer, for each layer.

For each layer of backfill, the following will be carried out to control the implementation:

For the base of the embankments:

an in-situ density measurement every 1,000 m²,

For the body of the backfill (except the top layer of 30 cm):

- an in-situ density measurement every 1,000 m²,

38	5	95 - 100
35	2.5	70 - 90
32	1,25	45 - 80
29	0,63	28 - 35
26	0,315	10 - 30
23	0,16	2 - 10

The Delegated Project Manager may request that the sand be washed before use.

The granularity is controlled by the fineness modulus (between 2.2 and 2.8), the value of which must not deviate by more than 0.20, in absolute value, from the fineness modulus of the aggregate of the study.

It will be previewed to carry out a sand equivalent measurement and a grain size at each delivery.

Aggregates: They will come from lodge or quarries selected by the Co-contractor and approved by the Delegated Project Manager. The aggregates must be clean (% of elements removed by settling less than 2%) and of a particle size suitable for their use.

The maximum proportion by weight of aggregates for quality concrete undergoing 0.5 sieve washing shall be less than 1.5%.

Each particle size composition is proposed by the Co-contractor for the approval of the Delegated Project Manager, at the same time as the composition of the concrete.

The granularity of the aggregates is set at:

- for reinforced concrete B 350: 5/25 mm resulting from the mixture of two classes 5/12.5 and 12.5/25,
- for B 300, B 250 and B 150 concrete: 5/40 mm resulting from the mixture of TWO classes 5/12.5 and 12.5/25 and 25/40.

The weight of aggregates retained on the sieve corresponding to the upper threshold of each granular class is less than ten percent (10%) of the initial weight subjected to screening, and the weight of aggregates passing through the sieve corresponding to the lower threshold is less than five percent (5%) of the initial weight subjected to screening.

Tests to be carried out

The samples are taken in the presence of the Delegated Project Manager or his representative. The expenses of taking samples and tests shall be borne by the Co-contractor. All tests of reception are carried out in the site laboratory.

a) Prior to the study of the concrete, and for each quarry used, the Co-contractor must carry out at least the following tests on the aggregates:

- 2 particle size analysis tests by sieving
- 1 Los Angeles try
- 1 superficial cleanliness test
- 1 flattening coefficient test.

After receiving the results of these tests, the Delegated Project Manager has a period of eight (8) days to give his approval or formulate his observations. After this period, the approval is supposed to be acquired.

In the event of non-compliant granularity, cleanliness or shape, concrete studies (as well as concreting) cannot start until the Co-contractor has demonstrated that it can produce compliant aggregates.

In accordance with Article 9 of Title I of Part 4, these steels are exempt from type-approval tests if they are supplied by an approved producer. When the producer is not approved, or when it is a supplier, the Delegated Project Manager reserves the right to apply the revenue measures provided for in Articles 10, 11, 13 and 14 of Title I of the said fascicle. In this case, the tests are the responsibility of the supplier or the Co-contractor.

Domaine of use

Mild steels are used:

- as shrink-fit reinforcements,
- as mounting bars,
- as standby reinforcement with a diameter of less than or equal to ten (10) millimeters if they are exposed to bending and unfolding,
- for all secondary reinforcement that does not contribute to the mechanical strength of the sections of structures.

The welded mesh used for concrete ditches complies with the NF A 35-015 and NF A 35-022 standards. Fe TLE 500 steel wires are smooth and have a yield strength of 500 MPa or more. The wires have a diameter of 4 mm. The mesh is 150 x 150 mm square.

High-adhesion reinforcement

The conditions of use of these reinforcements must comply with the recommendations included in their identification sheet established by the French GTC, fascicle 4, title I.

Preparation

In the absence of weldable steel, any welding points on the construction site is prohibited. The steel bars shall be supplied in lengths of at least 6 m. They should be perfectly clean, with no traces of loose rust, paint, grease, cement or soil.

The reinforcement is shaped on a template and put in place in accordance with the calculations and working drawings approved by the Delegated Project Manager, in compliance with the following requirements:

- Article 33 of fascicle 65 of the French GTC,
- Title I, Section I of Fascicle 62 of the French GTC.

They are cut and cold-fitted.

The concrete cover of any reinforcement is in principle at least equal to two decimal five (2.5) centimeters for formwork facings; it can be modified by the Project Manager if necessary.

Steel Grade

High-adhesion reinforcement for reinforced concrete is made of Tor steel or equivalent, of class Fe E 40A defined in Chapter III of Title I of Fascicle 4 of the French GTC, and complies with the NF A 35-016 standard.

The Co-contractor may, however, propose the use of Fe E 45 or 50 steel only for steels that do not require extensive shaping.

Only Fe E 40A steels may be used to form bent reinforcement, frames, pins and stirrups not intended in smooth circles.

IV.2. DEFINITION OF PRICES

Unit prices are defined below:

SERIES 000 - CONSTRUCTION SITE INSTALLATION

Site installation (price 001)

This price includes:

- the costs of acquiring or temporarily occupying the necessary land, compensation of any kind;
- surface preparation, construction, fitting out of the construction site huts, workshops, warehouses, housing, offices and laboratories of the Co-contractor;
- the supply of drinking water and electrical energy to the site and the evacuation of waste water after degreasing and purification by septic tank,
- means of communication (telephone, fax, radio, etc.);
- the costs of maintenance, cleaning and operation of premises, workshops and warehouses, including security;
- the development and maintenance of access roads to the site;
- fuel storage facilities;
- the establishment, control and verification of execution plans;
- the subjections necessary for the execution of works under traffic, the necessary dispositions in terms of signalization to ensure the smooth flow of traffic and the safety of the site;
- the partial or total relocation of these installations during the construction site;
- The costs of restoring the premises after work (road and its environment, base and site facilities, deposits, borrow pits and quarries, places where materials are deposited, etc.), in accordance with the clauses of the SAC and environmental regulations,
- the bringing in and retreating of the equipment and machinery necessary for the execution of the work;

The lump sum will be paid at the rate of eighty percent (80%) as soon as the Company is actually installed, the remaining twenty percent (20%) will be paid after the withdrawal of the Company's facilities and the delivery of the as-built plans.

It is essential that all the elements of the site installation, including the fully equipped and functioning laboratory, are in place so that the 80% flat rate can be paid; A missing element removes the right to payment of the entire package.

The attention of the companies is drawn to the fact that, for a multi-year contract, the cost of the site installation is calculated for all the campaigns corresponding to the firm tranche and the subsequent conditional tranches.

Geotechnical Studies (002 Price)

This price includes:

- All geotechnical studies relating to this project as indicated in the ToR, before, during the works.
- Foundation penetrometer tests
- Soil studies
- Establishment of a well-equipped on-site geotechnical laboratory.
- All geotechnical tests, before, during and after execution.
- All charges included in the completion of this task
- All constraints

The quantity to be taken into account is the volume, measured in place before the contradictory destruction, in units, of the structure actually demolished.

The quantity to be taken into account, which is contradictorily established, is the lump sum (ls).

Implantation (price104)

This price is remunerated in lump sum (ls) for the installation of the structure.

It includes:

- Layout of the structure with the appropriate topographical equipment, such as theodolites, Total Station, etc. By respecting the dimensions of the structure;
- any other tasks necessary to carry out this task.

The quantity to be taken into account, which is contradictorily established, is the lump sum (ls).

SERIES 200 – EARTHWORKS

Cut and through (price 201a)

This price is remunerated per CUBIC METRE (M3) of excavated material made.

It includes:

- Excavations for foundation according to the results of the geotechnical study;
- Any other excavation necessary for the execution of the work;
- Arrangement of the earth cleared in the area approved by the Delegated Project Manager;
- Any other subjection.

Fill from borrow pit (price 202a)

This price remunerates the realization of backfill from borrow pit for the execution of all backfill in large or small mass, in accordance with the specifications of this STC.

This price includes:

- the preparation of quarry or borrow pit, the opening and maintenance of accesses and traffic lanes within the perimeter of the zone of exploitation,
- expropriation costs, any compensation for the destruction of crops or loss of use of the premises, any extraction royalties,
- the opening of borrow pits and quarries, including clearing, felling of trees, removal of topsoil and discovery,
- the extraction of materials, their storage or recovery from any stocks,
- the supply of materials on the ground including loading, transport not exceeding 5000 m, unloading, and storage,
- spreading of materials in compatible layers with the means of compaction and the nature of the materials and compaction as defined in the description of the works,
- watering or aeration necessary to obtain better compaction,

- the supply and transport on site of all the materials necessary for the fabrication of concrete and its putting in place,
- earthworks, including excavations in terrain of all kinds,
- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,
- the casting of concrete, the possible treatment and patching of surfaces,
- stripping, backfilling, damming or compaction, restoration of the surroundings,
- all execution constraints.

The quantity to be taken into account is the result of the cubic measurements (m³).

Reinforced concrete for box culvert (price 309c)

This price remunerates per **CUBIC METRE (m³)** the fabrication and casting of reinforced concrete dosed at 400 kg of cement per cubic meter of concrete, in accordance with the execution plans approved by the Delegated Project Manager and the specifications of this Technical Specifications.

It includes:

- the preparation of the parts to be repaired, the possible demolition of part of the existing structure or its entirety being paid for elsewhere,
- the supply and transport on site of all the materials necessary for the fabrication of concrete and its casting,
- earthworks, including excavations in terrain of all kinds,
- formwork and reinforcement,
- the fabrication of concrete according to technical specifications, including all the supply and storage requirements for the components,
- the casting of concrete, the possible treatment and patching of surfaces,
- stripping, backfilling, damming or compaction, restoration of the surroundings,
- all execution constraints.

The quantity to be taken into account results from the quantities

IPE 280 for beams and all restraints (price 311a)

This price remunerates the **LINEAR METER (ml)** for the supply and implementation of the IPE 280 to the specifications of this CCTP.

- It includes:
- supplies and transport to the field of work of the IPEs;
- their fixing to the structure according to their position as they are installed;
- any other subjection.

IPE 400 (price 311b)

This price remunerates the **LINEAR METER (ml)** for the order and implementation of the IPE 400 to the specifications of this CCTP.

It includes:

- supplies and transport to the field of work of the IPEs;
- their fixing to the structure according to their position as they are installed;
- any other subjection.

It includes:

- the supply and transport of the beacons on site;
- their installation;
- any other subjection.

500 SERIES – SANITATION

Concrete ditch 40 x 40 (price n°504)

This price remunerates the construction of a rectangular reinforced concrete ditch with dimensions of 40x40, in accordance with the standard plan of the tender documents, the execution program and the specifications of this STC.

It includes:

- site preparation and implantation,
- mechanical or manual opening in terrain of all kinds according to the typical profile,
- the operations of putting the gauge and adjusting the longitudinal slope,
- removal and disposal of surplus earth out of the right-of-way,
- the supply of materials, formwork and reinforcement on site,
- the manufacture of B 350 concrete, the placing of reinforcement and formwork, the casting of concrete, tightening, smoothing and any patching,
- any constraints related to temporary construction site signalization and traffic conditions.

In the case of prefabrication, it includes the installation and repointing of the prefabricated elements.

V. ENVIRONMENTAL PROTECTION

V.1. SITE INSTALLATION

The Co-contractor will propose to the Project Manager, before the start of the work, the location of its site installations and will request by verbal note (site report as proof) its installation authorization.

The site must be chosen outside sensitive areas, in order to limit bush clearing, shrub uprooting, and tree felling. In the site installation area, the pruning and felling of trees whose diameter measured at 1m from the ground is greater than 20 cm will be carried out after prior agreement of the Delegated Project Manager.

The site must provide for adequate drainage of water over its entire surface. The maintenance and washing areas of the machines must be concreted and provide a sump for the recovery of oils and greases. These maintenance areas should have a slope to a specially constructed sump pit and to the inside of the subgrade to prevent the flow of pollutants onto the unpaved soil.

At the end of the work, the Co-contractor will carry out all the work necessary to restore the premises. The Co-contractor will have to fold up all its equipment, machinery and materials. He will have to demolish any fixed installation, such as foundation, concrete or metal support, etc. demolish the concrete areas, decontaminate the soil if this was the case, or in general restore the site to its state as close as possible to its initial state. He should not abandon any equipment or materials on the site or in the surrounding area. For the disposal of demolition materials, the Co-contractor must obtain the site approval of the Delegated Project Manager. The materials must be covered with a layer of soil, and the site must receive adequate drainage to prevent erosion.

After the equipment has been removed, a report drawn up under the responsibility of the control mission will record the restoration of the site. It must be drawn up and attached to the minutes of acceptance of the work. The payment of the lump sum for the withdrawal of the equipment can only be paid in the light of this report noting the restoration of the site.

The Co-contractor will ensure during the execution of the work:

- the preservation and protection of trees during the stacking of materials,
- drainage work necessary to protect the materials placed in storage,
- the conservation of the plantations delimiting the quarry,
- maintenance of access and service roads.

V.4. VEGETATION CONTROL

All plant waste will be carefully removed from verges, ditches or structures and disposed of to designated areas in a suitable location away from any dwellings. It is strictly forbidden to burn cut waste on site.

If the burning of waste is authorised in places approved by the Delegated Project Manager, the Co-contractor must have a 10,000-litre tank and a sprinkler pump to mitigate the eventuality of the fire spreading to villages, homes, vegetation or cultivation areas surrounding the site.

Tree felling and pruning operations are exceptional operations. These operations will be carried out after prior agreement of the Delegated Project Manager in the following cases:

- trees located in the right-of-way to be cleared whose diameter measured at one metre from the ground is greater than 20 cm: in the event that the stump removal of the trees cannot be carried out (re-constitution of the stump removal holes with the compulsory contribution soil), the trees will be cut at ground level (between 5 and 10 cm).
- Trees overhanging the surroundings and threatening to fall onto the road and block traffic after a tornado. All branches overhanging the platform will be cut after agreement of the Delegated Project Manager following a vertical following the bush clearing limit.

V.5. LOADING AND TRANSPORT OF BORROWED MATERIALS AND EQUIPMENT

For all transport of materials and equipment, whatever they may be, the Co-contractor must comply with the regulations in force, concerning the restrictions imposed on the weights and gauges of machinery and convoys using the public network and in particular:

- the maximum axle load, whether single or tandem,
- the dimensions of the vehicles,
- exceptional convoys of dimensions greater than the standards must be the subject of a special request in advance,
- environmental protection measures (loss of materials during transport, dust),
- the Co-contractor must take all necessary measures to limit the speed of vehicles on the site: installation of road signs and flag bearers,
- regularly humidify traffic lanes in inhabited areas,
- Preview diversions to existing tracks and roads.

The contracting party must set up appropriate mobile signalization.

DOCUMENT No. 6
UNIT PRICE SCHEDULE
FRAMEWORK

	LUMP SUM site installation.	
	The LUMP SUM at FCFA	
203	<u>Tree cutting:</u> This price remunerates under the general conditions previewed in the contract in units A UNIT at _____ Francs CFA	
204	<u>Removal of stumps:</u> This price remunerates under the general conditions previewed in the contract in units A UNIT at _____ Francs CFA	
203	<u>Cleaning of concrete and stone mansonry gutters and culverts:</u> This price remunerates under the general conditions previewed in the contract in LINEAR METER the LINEAR METER at _____ Francs CFA	
300	CARRIAGE WAY/EARTHWORKS	
301	<u>Cut and throw:</u> This price remunerates under the general conditions previewed in the contract in CUBIC METERS the CUBIC METER at _____ Francs CFA	
302	<u>Purging:</u> This price remunerates under the general conditions previewed in the contract in CUBIC METERS the CUBIC METER at _____ Francs CFA	
304	<u>Fill from borrow pit:</u> This price remunerates under the general conditions previewed in the contract in CUBIC METERS the CUBIC METER at _____ Francs CFA	
306	<u>Rapid rading and compaction:</u> This price remunerates under the general conditions previewed in the contract in SQUARE METERS Bush clearing. The SQUARE METER at FCFA	
400	ROAD LAYERS	
409	<u>Base Course in laterite th = 15cm:</u> This price remunerates under the general conditions previewed in the contract in CUBIC METERS	

DOCUMENT No. 7
DETAILED QUANTITY AND COST
ESTIMATE SCHEDULE

BILL OF QUANTITIES AND COST ESTIMATES FOR THE MAINTENANCE OF SOME EARTH ROADS IN BAMBANDA II SUB DIVISION NORTH WEST REGION						
ROAD STRETCH						DISTANCES IN (KM)
LOT 1 (9.90KM)	STRETCH 1: MULASAMBA - CHOMBA PALACE					4.00
	STRETCH 2: LA-MU-KWIFOR TO NSONGWA PALACE					1.00
	STRETCH 3: MILE 90 TO MBATU PALACE					3.70
	STRETCH 4: MANKON PALACE - END OF TAR ALACHU					2.50
LOT 2 (10.10)	STRETCH 5: ; RENDEZ VOUS JUNCTION - COW BOY - MILE 6 MANKON AND TO FORMER COUNCIL GATE AND END OF TAR MULANG					4.60
	STRETCH 6: COUNTY SECONDARY SCHOOL - CATHOLIC CHURCH ALAMATU					2.50
	STRETCH 7: BELOW NI JOHN FRU NDI'S RESIDENCE TO MBEAUH QUARTER					0.5
PRICE N^o	DESCRIPTION OF WORKS	UNIT	QUANTITY		UNIT PRICE (FCFA)	AMOUNT (FCFA)
100	SITE INSTALLATION		LOT 1	LOT 2		LOT 1
101	Site installation	LS	1	1		
102	Bringing and withdrawer of equipment from site	LS	1	1		
103	Plans of execution	LS	1	1		
104	Geotechnical studies and control	LS	1	-		
	SUB TOTAL					
200	PREPARATION OF THE SITE					
201	Clearing and cleaning of the road sides	m2	17,400	9,750		
202	Displacement of network (CDE/AES SONTEL/CAMTEL)	LS	1	1		
203	Tree cutting	U	12	8		

DOCUMENT No. 9
CONTRACT MODEL

Total exclusive of all taxes	
VAT (19.25%)	
I.R (2.2%)	
TOTAL inclusive of all taxes	
Net Payment (Total – IR)	

FINANCING: BAMENDA CITY COUNCIL 2026 BUDGE

BUDGETARY HEAD: Bamenda City Council 2026 Budget, Head

SUBSCRIBED _____

SIGNED ON, _____

NOTIFIED ON, _____

REGISTERED ON, _____

Contents

Part I: Special Administrative Clauses (SAC)

Part II: Special Technical Clauses (STC)

Part III: Unit Price Schedule (BPU)

Part IV: Detailed Quantity and Estimate (DE)

DOCUMENT No. 10
MODEL OF FORMS TO BE USED BY
BIDDERS

Appendix No. 1: Model of the declaration of the intention to tender

I, the undersigned,

Nationality:

Domicile:

Duty:

By virtue of my capacity as Managing Director, after taking cognisance of Tender File No.
[indicate the nature of works].

Hereby declare the intention to tender for this Call for Tenders.

Done at _____ on _____

Signature, name, and stamp of the bidder

Prior to the signing of the contract, this bid accepted by you shall constitute a commitment between us.

Done in.....

on.....

Signature of.....

In the capacity of.....duly authorised to sign bids for and on behalf of (9)

.....

(8) Delete the unnecessary indication

(9) Attach power of attorney

submission of offers. It shall remain valid up till the thirtieth day inclusive following the deadline for the validity of offers. Any request from the Project Owner or the Delegated Project Owner to cause it to take effect shall reach the bank by registered mail with acknowledgment of receipt before the end of this validity period.

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

Signed and authenticated by the financial body

at....., on

[signature of the financial body]

should be done by registered mail with acknowledgement of receipt to reach the bank during the validity period of this commitment.

This final bond shall, for the purpose of its interpretation and execution be subject to Cameroon Law. Cameroon courts shall be the sole jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the financial body

at....., on

[Bank's signature]

Appendix No. 6: Model of performance bond in replacement of the retention bond

Financial body:

Bond reference: No.

Addressed to *[Indicate the Project Owner or the Delegated Project Owner]*

[Address of the Project Owner or the Delegated Project Owner]

Hereinafter referred to as "the Project Owner or the Delegated Project Owner"

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

Whereas it is stipulated in the contract that the retention bond set at 5% of the amount of the contract all taxes inclusive may be replaced by a several guarantee,

Whereas we have agreed to provide the Supplier with this surety,

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

Hence, we hereby affirm that on behalf of the Supplier or Service Provider, we guarantee and are responsible to the Project Owner or the Delegated Project Owner for a maximum amount of *[in figures and in words]*, corresponding to 5% of the contract price⁽¹⁰⁾

And we commit ourselves to pay the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the supplier did not fulfil his contractual obligations or is indebted to the Project Owner or the Delegated Project Owner within the contract amended if applicable by its amendments, without being able to differ the payment nor raise any contest for whatever reason, any sum (s) within the limits of the amount equal to *[percentage below 10% to be specified]* of the total amount of works featuring in the final detailed account), without the Project Owner or the Delegated Project Owner prove or give the reasons nor the reason for his request of the amount of the sum indicated above.

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

This surety 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 order issued by the Project Owner or the Delegated Project Owner.

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

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

Signed and authenticated by the financial body

at.....,on

.[signature of the financial body

Appendix No. 8: Planning schedule model

ACTIVITIES SCHEDULE (WORK PROGRAMME)

A. Specify the nature of the activity

SN	DESCRIPTION	Unit	Q'ty	Output	Month 1				Month 2.....				
					W1	W2	W3	W4	W1	W2	W3	W4	
0	SITE INSTALLATION		LOT 1										
2	Site installation	LS	1										
3	Bringing and withdrawer of equipment from site	LS	1										
4	Plans of execution	LS	1										
104	Geotechnical studies and control	LS	1										
	SUB TOTAL												
200	PREPARATION OF THE SITE												
201	Clearing and cleaning of the road sides	m2	17,400										
202	Displacement of network (CDE/AES SONEL/CAMTEL)	LS	1										
203	Tree cutting	U	12										
204	Removal of stumps	U	12										
	SUBTOTAL 100												
200	CARRIAGE WAY/EARTHWORKS												
203	Cut and throw	m3	0										
204	Purging	m3	50										
205	Fill from borrow pit	m3	650										
206	Molding and compaction of the platform	m2	0										
207	Rapid rading and compaction	m2	60900										
	Road Layers												
209	Subgrade												
209 a	Subgrade in lateriate th = 15cm	m3	-										
210	Base Course in laterite th = 15cm	m3	12,180										

SPECIALISED STAFF CALENDAR

No	Name	Reports to be provided	Staff (in form of bars graph) ²														Total staff/month		
			1	2	3	4	5	6	7	8	9	10	11	12	n	Head office	Field ³	Total	
Staff																			
1			[Head office]																
			[Field.]																
2																			
n																			
														Sub-total					
														Total					

Reports to be provided: _____

Duration of activities: _____

Signature: *(Authorised representative)*

Name: _____

Position: _____

Address: _____

² Months are counted from the start of the mission. For each personnel indicate separately if working at the head office or on the field.

³ Field work means works that are not executed in the consultant's head office.

**APPENDIX No.10: MODEL OF SHEET FOR SERVICES LIKELY
TO BE SUB-CONTRACTED / ORDERED**

No.	Description of the Supplies	Quantity (Number of units)
	<i>[Insert the description of the Supplies]</i>	<i>[insert the quantity of items to be supplied]</i>

Service No.	Description of service	Unit of measurement
<i>[insert the number of Service]</i>	<i>[insert the description of service]</i>	<i>[unit of measurement]</i>

Training:

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

Attached documents:

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

.....
.....

Work experience:

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

.....
.....

Computer knowledge:

[Indicate knowledge level]

.....
.....

Languages:

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

.....
.....

APPENDIX No.12: CANDIDATE'S REFERENCES

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

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

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

Name of candidate:

**APPENDIX No.14: MODEL OF INFORMATION SHEET RELATING TO
ESSENTIAL EQUIPMENT, IF APPLICABLE**

No.	Description and characteristics of equipment	Age / Condition	Minimum number required (column to be filled by the PO/DPO)	Owner/hiring	Year of acquisition	Justification
1						
2						
...						
N						

[Insert in the table above: (i) the list of equipment and tools required for the execution of services (ii) minimum number required for each type of equipment (iii) it may be envisaged, the provision of equipment by hiring, in which case, you should present a hiring commitment of the equipment signed and legalised by the relevant government services.]

Note: For each equipment, attach the certified copy of the bill or registration document, if applicable

DOCUMENT No.11
INTEGRITY CHARTER

INTEGRITY CHARTER

OPEN NATIONAL INVITATION TO TENDER FILE N° 004/ ONIT/BCCITB/2026 OF
13/03/2026 FOR THE MAINTENANCE OF SOME EARTH ROADS WITHIN BAMENDA
MEZAM DIVISION IN TWO LOTS: 1 & LOT 2

THE “BIDDER” undertakes to respect the terms of this integrity charter
TO
THE “PROJECT OWNER”

- 1 We acknowledge and testify that we are not, and that none of our group members and subcontractors are, in any of the following cases:
 - 1.1) be in a state of or have been the subject of bankruptcy, liquidation, judicial settlement, cessation of activity or any similar situation resulting from a procedure of the same nature;
 - 1.2) be included in the lists of financial sanctions adopted by the United Nations and any other Technical and Financial Partner, in connection with the award or execution of a contract;
 - 1.3) having produced false information or provided forged documents required in the context of this consultation.

- 2 We testify that we are not, and that none of the members of our consortium and our subcontractors are, in any of the following conflict of interest situations:
 - 2.1) Shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting dispute has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;
 - 2.2) have a business or family relationship with a member of the Project Owner's services involved in the contract award process or in the control of the resulting contract, unless the resulting conflict has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;
 - 2.3) control or be controlled by another bidder, be under the control of the same company as another bidder, receive from another bidder or award to another bidder directly or indirectly any subsidies, have the same legal representative as another bidder, have

advantage of any kind, for himself or herself or for another person or entity, in order that he or she may perform or refrain from performing any act in the exercise of his or her official functions.

5.4) We have not promised, offered or granted, and will not promise, offer or grant, directly or indirectly, to any person who manages a private sector entity or works for such entity, in any capacity, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he or she may perform or refrain from performing any act in violation of his or her legal contractual or professional obligations.

5.5) We have not promised or given, and will not promise, to the Project Owner, his staff, the Chairpersons or the Actors in charge of the control of the execution of the contract that may result from the consultation, any undue advantage of any kind that might influence their objectivity.

5.6) We have not promised, offered or granted, and will not promise, to the Project Owner, his staff, or the Chairpersons and members of Tenders and Control Boards and bid evaluation sub-Committees, any undue advantage of any kind that might influence the contract award process.

5.7) We shall refrain from, and we promise to refrain from, any collusive and anti-competitive action or practice the object or effect of which is to prevent, restrict or distort competition, including by tending to maintain bid prices artificially at levels not corresponding to those which would result from competition, or to restrict access to the Contract or the free exercise of competition by other enterprises.

6 Ourselves, the members of our group and our subcontractors authorise the Project Owner and the Tenders and Control Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification by ARMP or any other State control body.

7 If we fail to comply with the rules governing this charter, we acknowledge that we are liable to the sanctions provided for by the laws and regulations in force.

Name: _____

Signature:

Duly authorised to sign the offer for and on behalf of: _____

Dated _____

Note on the commitment statement to comply with social and environmental clauses

The bidder shall fill and submit in his offer, the commitment statement to comply with social and environmental clauses addressed to the Project Owner and signed by the official(s) authorised to commit him. In case of group of enterprises, the charter shall be subscribed by all its members.

DOCUMENT No. 13
VISA OF MATURITY OR PROOF OF
PRELIMINARY STUDIES

Document No. 13
Visa of maturity or
proof of preliminary studies

1. Attach the preliminary study:

2. Indicate:

2.1. The date;

2.2. The name of the public or private Project Manager who carried them out;

2.3. The references of the contract, if a private project management carried them out;

2.4. interview, if any;

2.5. Description of the studies: (for the projects of less scope, an introductory statement may be presented in the form of prior studies on condition of clearly presenting the determination of costs and technical specifications).

N.B. 1/ For the services of less scope, the Project Owner or the Delegated Project Owner can provide proof of calculation of quantities of the TF.

2/ The chairperson of the Tenders or Control Board may, before taking a decision, seek the opinion of an expert on the quality of the studies carried out.

I- BANKS:

1. Afriland First Bank;
2. Banque Atlantique;
3. Banque Gabonaise pour le Financement International (BGFI BANK);
4. Banque Internationale du Cameroun pour l'Épargne et le Crédit;
5. CITI Bank;
6. Commercial Bank of Cameroon;
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;
14. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), P.O. Box: 12962 Yaoundé;
15. Bank Of Africa Cameroun (BOA Cameroun), P.O. Box: 4593 Douala;
16. Crédit Communautaire d'Afrique- (CCA-Bank) P O Box 30 338 Yaounde;
17. Credit Communautaire d'Afrique – Bank (CCA – Bank), P.O.Box :30 388, Yaoundé;
18. La regionale Bank, P.O.Box : 30 145 Yaoundé, Tél : (+237) 222 22 02 39.

II- Insurance companies:

1. Chanas assurances;
2. Activa Assurances
3. Atlantique Assurances S .A., .P O Box. 2933 Douala ;
4. Zénithe Insurance S.A. ;
5. Pro-Assur S.A ;
6. Aréa Assurances S.A, P.O.Box . 1531 Douala ;
7. Bénéficial General Insurance S .A., P.O. Box. 2328 Douala ;
8. CPA S.A., P.O.Box. 54 Douala ;
9. NSIA Assurances S.A., .P.O.Box 2759 Douala ;
10. SAAR S.A., .P.O. Box 1011 Douala ;
11. Saham Assurances S.A., .P. O.Box 11315 Douala

N.B.: Since this list changes; the Project Owner or Delegated Project Owner shall ensure that, when preparing the TF that it is the latest list from the Minister of Finance.

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

PRESIDENCY OF THE REPUBLIC

MINISTRY OF PUBLIC CON-
TRACTS



RÉPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

PRÉSIDENCE DE LA RÉPU-
BLIQUE

MINISTÈRE DES MARCHÉS
PUBLICS

ONLINE SUBMISSION PROCEDURE

To submit an online tender, the service provider must follow the four steps below:

Step 1: Company registration on the COLEPS platform

- Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontrates.cm>;
- Go to the “Bidders Registration” tab and complete the application form in detail;
- Print the completed application form generated by the system;
- Have the application form signed by the Head of Structure and stamped with the company stamp;
- Submit the duly completed and formalised form to MINMAP together with the following documents:
 - i) Photocopy of an Attestation of Non-Bankruptcy (less than 3 months old);
 - ii) Photocopy of the Trade Register;
 - iii) Photocopy of the Bank Domiciliation;
 - iv) Photocopy of the Certificate of Tax Compliance (less than 3 months old).

Step 2: Acquiring the Electronic Certificate

- Collect the Certificate Request form available from MINMAP or download it from ANTIC website at <http://www.camgovca.cm> under the heading “Requesting Certificates (Company)” section;
- Complete the form and submit it to MINMAP together with the following documents:
 - i) Receipt for payment of the Electronic Certificate acquisition fees in the amount of 50,000 FCFA to be paid into the ANTIC account with SCB Cameroun under number 10002 00031 12493593150 94;
 - ii) A Photocopy of the certificate applicant’s identity card.
- Register with the MINMAP operator and obtain the certificate application receipt;
- Connect to the address <http://www.camgovca.cm/fr/operations-certificats.html> and download the Electronic Certificate onto a removable medium (blank) using the information (reference number and authorisation code) contained in the receipt.