

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO

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REPUBLIC OF CAMEROON
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

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TENDER FILE

KUMBO COUNCIL INTERNAL TENDER'S BOARD

OPENED NATIONAL INVITATION TO TENDER

**TENDER FILE N°:007R/ONIT/KC/KCITB/PIB-
MINDDEVEL- 2026 OF 02ND APRIL 2026 FOR THE
REHABILITATION OF TOBIN MUNICIPAL STADIUM
IN KUMBO MUNICIPALITY, BUI DIVISION OF THE
NORTH-WEST REGION**

PROJECT OWNER: THE MAYOR KUMBO COUNCIL

**FUNDING: 2026 PUBLIC INVESTMENT BUDGET MINISTRY OF
DECENTRALISATION AND LOCAL DEVELOPMENT**

PLACE OF DELIVERY: TOBIN

RECORD NUMBER: JB05704

RECORD NUMBER: 60 27 291 1 32000005 0411464211

BUDGET HEADS: 222 150

2026 FINANCIAL YEAR

TABLE OF CONTENT

Document No. 1: Tender notice

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

Document No. 3: Special Regulations of the Invitation to Tender

Document No. 4: Special Administrative Conditions

Document No. 5: Special Technical Conditions

Document No. 6: Schedule of unit prices

Document No. 7: Bill of quantities and estimates

Document No. 8: The sub-detail of prices

Document No. 9: Model Contract

Document No. 10: Model documents to be used by bidders

Document No. 11: Justifications of preliminary studies

Document No. 12: List of banking establishments and financial bodies
authorised to issue bonds for Public Contracts

Document No. 1
Tender Notice

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TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N°:008R/ONIT/KC/KCITB/PIB-MINDDEVEL-2026 OF 02ND APRIL 2026 FOR THE REHABILITATION TOBIN MUNICIPAL STADIUM IN KUMBO MUNICIPALITY, BUI DIVISION OF THE NORTH-WEST REGION

Financing: PIB MINTP 2026 FINANVIAL YEAR

1. Subject of the Invitation to Tender:

Within the framework of 2026 Public Investment Budget, the Lord Mayor Kumbo Council, the Contracting Authority/the Project Owner, hereby launches an **Open National Invitation to tender for the rehabilitation of the Tobin Municipal Stadium in Kumbo Municipality, Bui Division of the North West Region**

Nature of Work: Work to be done consists of

- Preliminary works;
- Excavation and earth work;
- Foundation works;
- Construction of the pitch surface;
- Drainages
- Environmental mitigation measures.

2. Execution deadline

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this Invitation to tender is **120 Days**

3. Lot

The works consist of a unique lot as follows: **the rehabilitation of the Tobin Municipal Stadium in Kumbo Municipality, Bui Division of the North-West Region**

4. Estimated cost: The estimated cost after preliminary studies is 50,000,000 (fifty Million) FCFA.

5. Participation and origin

Participation to this Invitation to Tender is opened to Cameroonian enterprises that are in compliance with the fiscal laws.

6. Financing

Works which form the subject of this Invitation to tender shall be financed by the 2026 Public Investment Budget of MINDDEVEL

Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **250,000 CFA (two hundred and fifty thousand CFA) accompanied by a receipt of payment 250,000 CFA (two hundred and fifty thousand CFA at CEDEC and valid for thirty (30) days beyond the date of validity of bids**

7. Consultation of Tender File:

The file may be consulted during working hours at the Kumbo Council, SIGAMP UNIT as soon as this notice is published.

8. Acquisition of Tender File:

The tender file shall be obtained from the Kumbo Council, SIGAMP UNIT as soon as this Notice is published against payment of the non-refundable sum of 75 000 CFA francs (seventy five thousand Francs CFA), payable at the Kumbo Council Treasury, representing the cost of purchasing the Tender File.

9. Submission of bids:

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Kumbo Council not later than **17/06/2026 at 10:00 AM** local time and should carry the inscription:

**<<OPEN NATIONAL INVITATION TO TENDER FILE N°:008R/ONIT/KC/KCITB/PIB-MINDDEVEL- 2026
OF 02ND APRIL 2026 FOR THE REHABILITATION TOBIN MUNICIPAL STADIUM IN KUMBO
MUNICIPALITY, BUI DIVISION OF THE NORTH-WEST REGION
"To be opened only during the bid-opening session"**

10. Admissibility of bids

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

They must obligatorily 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

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

11. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **17/06/2026 at 11:00 AM** local time, in the conference hall of the Kumbo Council. Only bidders may attend or be represented by duly mandated persons of their choice who have knowledge about the bids

12. Evaluation criteria:

The bids shall be evaluated according to the main criteria as follows:

A. Eliminatory criteria

1. Absence or insufficient bid bond
2. Absence of a document in the administrative file not regularised after 48hrs of opening;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Non-compliance with model bid
6. Incomplete financial file;
7. Absence of a quantified unit price;
8. Non respect of **75%** of essential criteria;
9. Name of company suspended by MINMAP

B. Essential criteria

- 1- General presentation of the Tender;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit signed by the Contractor;
- 9- Special Technical Clauses initialed in all the pages and signed at the last page;

10-Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

13. Award

This evaluation will be done in a purely binary way **yes** or **no** with an acceptable minimum of **75%** of the essential criteria taken into account.

The Contract will be awarded to the bidders who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

14. Validity of bids

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

15. Complementary information

Complementary technical information may be obtained during working hours at the Kumbo Council, Office of Award of Public Contracts or contact **+237 67000 3577**

Done at Kumbo THE *27/05/2026*

MAYOR OF KUMBO COUNCIL

Circular Copies

- ARMP
- Chairpersons of Tender Board
- Notice boards
- DD MINCAF Bui
- DD MINMAP Bui
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AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° :008R/AONO/KC/CIPM/MINDDEVEL-2026 DU 02/04/2026 POUR LA RÉHABILITATION DU STADE MUNICIPAL TOBIN DANS L'ARRONDISSEMENT DE KUMBO, DEPARTEMENT DE LA BUI, REGION DU NORD OUEST EN PROCEDURE D'URGENCE.

Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP) - EXERCICE 2026

Objetdel'Appeld'Offre: Dans le cadre de l'exercice budgétaire 2026, le maire de la Commune de Kumbo Autorité Contractante lance, un Appel d'Offres National Pour La Réhabilitation Du Stade Municipal Tobin Dans L'arrondissement De Kumbo, Département De La Bui, Region Du Nord-Ouest En Procédure D'urgence.

1. Consistance des travaux

Les travaux comprennent notamment :

- Travaux préparatoires
- Terrassement
- Le reprofilage simple
- Drainage

2. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de cent-vingt (120) jours

3. Allotissement : Les travaux sont constitués en un (01) lot ci-après défini : Pour La Réhabilitation Du Stade Municipal Tobin **Dans L'arrondissement De Kumbo, Département De La Bui, Region Du Nord-Ouest En Procédure D'urgence.**

4. Coût prévisionnel : Le coût estimé après les études préliminaires est de 100 000 000 (Cent Millions) FCFA.

5. Participation et origine : La participation à cette consultation est ouverte aux entreprises de droit camerounais

6. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics de MINDDEVEL de l'exercice 2026

7. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de 250 000 CFA (Deux cent cinquante CFA) accompagné d'un reçu de paiement de 250 000 CFA à CEDEC et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

8. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de Kumbo, Bureau de SIGAMP dès publication du présent avis

9. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la Mairie de Kumbo, contre présentation d'une quittance de versement au Trésor de la Commune de Kumbo de la somme non remboursable de **75.000F CFA**

10. Remise des offres

Chaque offre rédigée en français ou en anglais en (07) exemplaires dont un (01) original et (06) copies marquées comme telles, devra parvenir contre récépissé à la Mairie de Kumbo au plus tard le **17/06/2026 à 10H00**, heure locale et devra porter la mention suivante :

«AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° :008R/AONO/KC/CIPM/MINDDEVEL-2026 DU 02/04/2026 POUR LA RÉHABILITATION DU STADE MUNICIPAL TOBIN DANS L'ARRONDISSEMENT DE KUMBO, DEPARTEMENT DE LA BUI, REGION DU NORD OUEST EN PROCEDURE D'URGENCE.

«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

11. Recevabilité des offres

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

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

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

12. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **17/06/2026 à 11h00**, heure locale, dans la salle de conférence de la Mairie de Kumbo en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

13. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment:

- 1- Absence d'une caution de soumission
- 2- Absence d'une pièce administrative;
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 5- Non-conformité du model de soumission
- 6- Offres financière incomplete,
- 7- Absence d'un prix unitaire quantifié ;
- 8- Le non-respect de **75%** des critères essentiels ;
- 9- Entreprise suspendue par le MINMAP
- 10-

B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur:

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Sécurité au chantier ;
- 7- Moyens logistiques ;
- 8- Attestation et rapport de visite du site signé par l, entreprise;

- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page et signé à la dernière page ;
10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et signé à la dernière page.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

14. Attribution

Cette évaluation se fera de manière purement binaire oui ou non avec un minimum acceptable d'au moins 75% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

15. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 90 jours à partir de la date limite fixée pour la remise des offres.

16. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la commune de KUMBO - Service de Passation des Marchés Publics (Bureau de SIGAMP), Tel : 67000 3577

Fait à KUMBO, le 27/05/2026
MAIRE, COMMUNE DE KUMBO,

Ampliations :

- ARMP
- Président CPM
- DD MINMAP Bui
- Affichage
- Chrono / Archives.



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Table of contents

A. Generalities.....	16
Article 1: Scope of the tender.....	16
Article 2: Financing.....	16
Article 3: Fraud and corruption.....	16
Article 4: Candidates admitted to compete.....	17
Article 5: Building materials, materials, supplies, equipment and authorised services.....	17
Article 6: Qualification of the bidder.....	18
Article 7: Visit of site of works.....	18
B. Tender File.....	19
Article 8: Content of Tender File.....	19
Article 9: Clarifications on Tender File and complaints	19
Article 10: Modification of the Tender File.....	20
C. Preparation of Bids.....	20
Article 11: Tender fees.....	20
Article 12: Language of bid.....	20
Article 13: Constituent documents of the bid.....	21
Article 14: Amount of bid.....	22
Article 15: Currency of bid and payment.....	22
Article 16: Validity of bids.....	23
Article 17: Bid bond.....	24
Article 18: Varying proposals by bidders.....	24
Article 19: Preparatory meeting to the establishment of bids.....	25
Article 20: Form and signature of bids.....	25
D. Submission of bids.....	26
Article 21: Sealing and marking of bids.....	26
Article 22: Date and time-limit for submission of bids.....	26
Article 23: Out of time-limit bids.....	26
Article 24: Modification, substitution and withdrawal of bids.....	26
E. Opening and evaluation of bids	27
Article 25: Opening of bids.....	27
Article 26: Confidential nature of the procedure.....	28
Article 27: Clarifications on the bid and contact with Contracting Authority.....	28
Article 28: Determination of their compliance.....	28
Article 29: Qualification of the bidder.....	29
Article 30: Correction of errors.....	29
Article 31: Conversion into a single currency.....	30
Article 32: Evaluation of financial bids.....	30
Article 33: National preference.....	21
F. Award of the contract.....	31
Article 34: Award.....	31
Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure.....	31
Article 36: Notification of the award of the contract.....	31
Article 37: Signature of the contract.....	32
Article 38: Final bond.....	32

GENERAL RULES OF THE INVITATION TO TENDER

A. Generalities

Article 1: Scope of the tender

- 1.1. The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the execution of the works of construction of a multi-purpose pitch and four (4) playgrounds in Bamenda in four (4) lots under the emergency procedure within the framework of the execution of the PIB 2026
- 1.2. The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.3. In this Tender File, the term “day” means a calendar day.

Article 2: Financing

The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption

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

- a) The following definitions shall be admitted:
 - i) Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - ii) Is involved in “fraudulent manoeuvres” whoever deforms or distorts facts in order to influence the award or execution of a contract;
 - iii) “Collusive practices” shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
 - iv) “Coercive practices” shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding three (3) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

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

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

- (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) Presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

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

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

Article 6: Qualification of bidder

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

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

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

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

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

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- (b) The bid and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-contracting, the co-contractors shall share the sums, which are paid by the Project Owner into a single account. On the other hand, the Project Owner pays each undertaking into its own account where it is joint co-contracting.

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

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

Article 7: Visit of works site

7.1 The bidder is advised to visit and inspect the site and its surroundings and obtain by himself and under his own responsibility, all the information that may be necessary for the preparation of the bid and the execution of the works. The related cost of the visit of the site shall be borne by the bidder. After this site visit, the bidder establishes a site visit attestation which is therefore signed by the project engineer.

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

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

B. Tender File

Article 8: Content of Tender File

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

- Document No. 1. The letter of invitation to tender (for OPEN invitation to tender);
- Document No. 2. The tender notice;
- Document No. 3. The General Regulations of the invitation to tender;
- Document No. 4. The Special Regulations of the invitation to tender;
- Document No. 5. The Special Administrative Conditions;
- Document No. 6. The Special Technical Conditions;
- Document No. 7. The schedule of unit prices;
- Document No. 8. The bill of quantities and estimates;
- Document No. 9. The sub details of unit prices;
- Document No. 10. Model documents of the contract;
- Document No. 11. Models to be used by bidders;
 - a. Model of declaration of intention to bid

- b. Tender Model
- c. Model of Bid Bond
- d. Model of final bond
- e. Model of start-up advance bond
- f. Model of guarantee retention bond
- g. Provisional planning of works

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

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

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

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

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the contract

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

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

b.4 Commentaries (optional)

A commentary on the technical choices of the project and possible proposals.

c. **Volume 3: Financial bid**

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

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

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

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

Article 14: Bid price

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

Article 15: Currency of bid and payment

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

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

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

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

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

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

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

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

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

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

Article 16: Validity of bids

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

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

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

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

Article 17: Bid bond

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit

requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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

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

Article 20: Form and signature of bid

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

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

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.2 The external and internal envelopes:

a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.

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

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

Article 22: Date and time limit for submission of bids

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

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations.

In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any

other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copy to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

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

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

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

Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
 - iii) whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

Article 31: Conversion into a single currency

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

Article 32: Evaluation and comparison of financial bids

- 32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
 - b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
 - c) By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
 - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

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

Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.

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

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

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

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

Article 38: Signing of the contract

- 38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- 38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.
- 38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first-rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

**DOCUMENT No. 4:
SPECIAL REGULATIONS OF THE INVITATION TO TENDER**

Special Regulations of the invitation to tender

This project has as aim the construction of a multi-purpose pitch and four (4) playgrounds in Bamenda in four (4) lots under the emergency procedure.

The Contractor shall acquire the materials, mobilize the human resources and equipment and all other submissions necessary for the realization of the said works. The works shall be carried out in the framework of the development of regional and local authorities and shall be executed on behalf of the Bamenda City Council.

References of the General regulations	General
1.1	<p>Definition of works Project for the execution for the rehabilitation Tobin Municipal Stadium in Kumbo Municipality, Bui Division of the North-West Region under the emergency procedure as given in the table below:</p> <p>Name and address of the Contracting Authority: The Mayor, Kumbo Council, P.O. Box 03 Kumbo, Tel./Fax: 675 13 04 43</p> <p style="text-align: center;">Reference of Invitation to tender:</p> <p style="text-align: center;"><i>OPEN NATIONAL INVITATION TO TENDER FILE N°:008R/ONIT/KC/KCITB/PIB-MINDDEVEL-2026 OF 02ND APRIL 2026 FOR THE REHABILITATION TOBIN MUNICIPAL STADIUM IN KUMBO MUNICIPALITY, BUI DIVISION OF THE NORTH-WEST REGION</i></p>
1.2	Execution deadline: The execution timeframe is fixed at: 4 months
2.1	Source of funding: This project is funded by BIP MINDDEVEL 2026
5.1	<p>Origin of building materials, equipment, materials, supplies and equipment: Building materials will be acquired locally (Sand, gravel, rods...). For cement, CIMENCAM or all other locally produced cement is recommended. Any imported cement will only be used after the approval of the Contract Engineer. Either excavation of trenches shall be done manually or mechanically in which case an excavator will be used.</p>

6.1 Evaluation criteria

Evaluation criteria

The evaluation criteria consist of two types: the qualifying criteria and essential criteria. These criteria are designed to identify and reject bids incomplete or non-compliant to the essential conditions established in the Bidding Documents relating to Offers including the admissibility of administrative documents, compliance of the technical offer to the CAD specifications and qualification of candidates.

Eliminatory criteria

These criteria are designed to identify and reject bids incomplete or non-compliant to essential conditions established in the Bidding Documents relating to Offers including the admissibility of administrative documents and technical qualification of candidates.

These criteria are:

1. Absence or insufficient bid bond
2. Absence of a document in the administrative file not regularised after 48hrs of opening;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Non-compliance with model bid
6. Incomplete financial file;
7. Absence of a quantified unit price;
8. Non respect of 75% of essential criteria;
9. Name of company suspended by MINMAP

Essential criteria

The evaluation of the technical offers will be made following the binary (yes / no) based on the essential qualification criteria below:

- 1- General presentation of the Tender;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit signed by the Contractor;
- 9- Special Technical Clauses initialed in all the pages and signed at the last page;
- 10- Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

References should be recent enough (under 05 years) and justified with extracts of contract. The details of these essential criteria are specified in the evaluation matrix contained in the Supplementary Regulations of the Bid (Section 4).

7.3	<p><i>Visit of the site of work:</i></p> <p>1. It is important for the Bidder to visit and inspect the work sites and its surroundings and obtain for himself and under his own responsibility all information that may be necessary for the preparation of the bid and the execution of work. The Bidder shall support the cost of the site visit.</p> <p>2. The Contracting Authority will allow the Bidder and its employees or agents to enter its premises and on its land for purposes of that visit, but only on the express condition that the Bidder, its employees and agents free the Contracting Authority, its employees and agents from any liability that may arise and compensation necessary, and they remain responsible for fatal accidents or corporal, loss or damage, costs and expenses incurred as a result of this visit.</p> <p>3. The Contracting Authority may arrange a tour of the work site at the preparatory meeting for the preparation of tenders referred to in Article 19 of GRIT.</p>
12	<p><i>Language of the bid</i></p> <p>The offer and all correspondences and documents exchanged between the Bidder and the Contracting Authority will be written in English or French.</p>

13.1 - CONTENT OF THE BIDDING DOCUMENTS

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

- a) Declaration of intention to tender, stamped for local bidders (according to the attached model);
- b) Certified copy of business registration;
- c) A certificate of non-bankruptcy established by the Court of First Instance dated not more than three (3) months preceding the date of submission of bids;
- d) An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance of Cameroon, except otherwise provided by the provisions of a funding agreement;
- e) An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance of Cameroon, except otherwise provided by the provisions of a funding agreement;
- f) Receipt of purchase of the Tender file;

- g) The bid bond (according to the attached model) of an amount indicated in the table above in the tender notice and a validity of 90 days established by a first-rate bank approved by the Ministry in charge of Finance of Cameroon, except otherwise provided by the provisions of a funding agreement.
- h) Certified copy of fiscal conformity
- i) Certified copy of Tax Payers Card;
- j) An Attestation of Non-exclusion from public contracts delivered by the authority competent for the regulation of public contracts;
- k) An attestation less than three (3) months old signed by the Director General of the National Social Insurance Fund certifying that the bidder has fulfilled his obligations towards the fund;
- l) The group agreement, where need be;
- m) The power of attorney where need be;
- n) Certified copy of plan and attestation of localization;
- o) The declaration of integrity, eligibility, environmental and social responsibility signed on honor to abstain from any corruption practices and to work with the community while respecting the constraints of the social environment.

In case of a group of companies each member of the group must present a complete administrative file, documents h, i, j shall be being presented only by the representative of the group.

ENVELOPE B: TECHNICAL DOCUMENTS

It shall contain the documents cited and placed in the following order;

N°	DOCUMENTS	OPERATION	AUTHENTICATION
B1	List of equipment	The enterprise must list all the equipment to be used including site machines, equipment and small tools to be used.	Enclosed certified copies of car registration document for all site equipment and vehicles and receipt of purchase for small tools and lease agreements for hired equipment including certified carte grise of the lease vehicles or equipment, vehicles and tools.
B2	List of personnel	The main personnel shall comprise the following: - Works Director: a civil engineer holder of at least a BSC in civil engineering with at least 7years of experience in building construction works and must be enrolled in the National Order of Civil Engineers and must present an attestation of presentation of originals of diploma - 2 Site foremen: 02 site foremen with 01 for main works and 01 for secondary works respectively and being holders of at least BAC+2 in civil engineering and at least 5 years of experience in building construction works. Must present attestations of presentation of originals of diplomas.	Enclose for each personnel, Signed & dated CV, attestation of presentation of originals of diploma and a copy of certified copy of diploma as well as a certified copy of the national identity card of each personnel bearing at least 03 signatures of the concerned
B3	Technical Proposal and methodology	This includes: - Organisational chat of the Enterprise and for the execution of the project. - Methodology of execution proposed.	Signed and dated by the bidder at the end of each document

		<ul style="list-style-type: none"> - Synchronized Planning of execution of works. - Individual Protection Plan (IPP),- - Socio environmental protection plan, -The plan of supply of materials and mobilization of equipment; - Internal quality control; 	
B4	Sub-contracting and list of sub-contractors	Furnish all relevant information about the sub-contractors if applicable (material, human and financial means of the sub-contractor).	Signed and dated by the bidder at the end of each document
B5	Attestation and report of site visit	Attestation and report of site visit	Dated and signed by the contractor on honour with site photos.
B6	References of the enterprise	References of the bidder in the domain of building construction within the past five years.	Amount of the works, copies of contracts (1st, 2nd and last pages) and final reception minutes of the works.
B7	CCTP visa on each page and signed and dated on the last page	Special Technical Clauses (STC)	Visa on all pages and at the end of the document, the date, signature and stamp of the bidder.
B8	Financial capacity	An attestation certifying the bidder's capacity to pre-finance the works at per lot	Delivered by a bank recognise by the ministry of finance where the account of the contract is opened.
B9	Declaration of references	Contracts in building constructions received or ongoing within the past five years irrespective of their amount recapitulated in the table below.	Signed by the bidder on honour.

- These documents must be arranged in the above-cited order and separated between each other by color separators.

ENVELOPE C: FINANCIAL DOCUMENTS

It shall contain the documents cited and placed in the following order;

N°	DOCUMENT	OPERATION TO BE REALIZED	AUTHENTICATION
C1	SUBMISSION LETTER	Model of the submission letter to be filled and completed as well as indicating the total cost of the proposal	Date, signature, name and stamp of the bidder and stamped at the rate in force
C2	BORDEREAU OF UNIT PRICES	Model of the bordereau of unit prices to be dully filled and completed in figures and in words	Visa on each page and signed and dated on the last page by the bidder
C3	SUB DETAILS OF UNIT PRICES	Decomposition of the unit prices of elementary tasks	Visa on each page and signed and dated on the last page by the bidder

C4	DETAILED BILL OF QUANTITIES AND COST ESTIMATES	Model of the detailed bill of quantities and cost estimates to be dully filled and completed	Visa on each page and signed and dated on the last page by the bidder
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EVALUATION GRID OF THE TECHNICAL FILE

(*) the bidder must be able to justify:

His references by copies of the contract pages presenting the subject, the amount of the services and the signatures. The nature of the supporting documents for this experience must be assessed objectively (a final reception report or a certificate of completion).

Its equipment by copies of the registration cards for rolling stock and Copies of invoices for other equipment or legalized rental agreement.

Staff references by CVs signed by them accompanied by a certified copy of the diploma and an attestation of availability signed and dated by the staff.

CONSTRUCTION OF A MULTI-PURPOSE PITCH AND FOUR (4) PLAYGROUNDS				
Bidder:				
N°	Criteria and sub criteria of evaluation (*)	Binary notation		Observations
		YES	NO	
1	EXPERIENCE OF THE COMPANY IN SIMILAR WORKS (validate if 2 yes / 3, obligatorily sub-criterion 1.1)	/2	/2	
1.1	Experience in public contracts of at least 25 000 000 FCFA without tax \geq 01 project			
1.2	Experience in constructions of engineering structures in public contracts of at least 25,000,000 FCFA without tax \geq 01 project			
2	HUMAN RESOURCES (validate if 4 yes / 7, obligatorily sub-criterion 2.1)	/7	/7	
2.1	Work Supervisor (validate if 5yes / 3)	/3	/3	
	Civil Engineer registered in the order \geq A level+3 \geq 7 years of general experience			
	Experience as a supervisor of building construction project works \geq 50,000,000 FCFA \geq 01 Project			
	Participation in works including Civil engineering structures (Public buildings) \geq 25,000,000 FCFA \geq 01 Project			
2.2	1st Site Foreman (validate if 1 yes / 2)	/2	/2	
	Senior Civil Engineering Technician \geq A level+2 \geq 5 years of general experience			
	Experience in building construction of at least 25,000,000 CFA francs \geq 01 Project			
2.3	2nd Site Foreman (validate if 1 yes / 2)	/2	/2	
	Senior Civil Engineering Technician \geq A level+2 \geq 5 years of general experience			
	Experience in building construction of at least 50,000,000 CFA francs \geq 01 Project			
3	EQUIPMENT (validate if 5 yes / 8)	/8	/8	
3.1	dump truck "owned or hired" \geq 02			
3.2	Backhoe or loader excavator "owned or hired" \geq 01			
3.3	Grader "owned or hired" \geq 01			
3.4	Bulldozer "owned or hired" \geq 01			
3.5	Concrete mixer (350 liters) "owned" \geq 01			
3.6	Concrete vibrator "owned" \geq 01			
3.7	Compactor (cylinder) \geq 01			
3.8	Hand compactor \geq 01			
4	METHODOLOGY (validate if 4yes /6) Obligatorily sub-criterion 4.6	/6	/6	
4.1	Site visit report (photos, investigation on the availability of resources, accessibility of the site, ...) and relevant suggestions on the Technical Specifications, Unit Price Schedule and quantitative and cost estimate	Pertinent		

4.2	Organization of the site (organizational design per, division of tasks and roles, support of the headquarters) and also clearly shows the organisation and management of multiple sites at once.	Pertinent			
4.3	Planning of the execution of works "bar chart" per site, the working days, and the supply of materials per site.	Pertinent and consistent			
4.4	Quality Control Plan or Methodology of internal control (monitoring of quality by a laboratory, identification of interruption points and critical points and related tests, management of non-conformities, ...)	Pertinent and consistent			
4.5	ESSH methodology (social, hygienic and security management of personnel, environmental protection, site safety, etc.) and (PGES) social and environmental impact management plan	Pertinent and consistent			
4.6	HIMO methodology used during the construction site (employment and training of the local labour force, method of remuneration, social support, ...)	Pertinent			

NB: The enterprise must justify the ownership and state of the equipment necessary for the execution of the works. The justification documents of the equipment include the certified copies of vehicle licenses (cartes grise) (certified at the Regional Delegation of Transport) or attestation of custom duties dating not more than three (3) months for rolling equipment and photocopies of receipts for the other equipment or tools.

The commission will declare inadmissible the bid that after the evaluation of the documents has a technical score of less than seventy percent (70%) that is 17 yes /24.

Amount and currency of the offer	
14.3.	All duties, taxes and charges payable by the Bidder under the future contract or otherwise, thirty (30) days before the deadline for submission of bids will be included in the price and the total amount of its bid.
14.4.	The prices of the contract are not revisable.
15.1.	Not relevant
15.2. and 15.3	Currency reserved for the conversion to a single currency: The franc CFA. Source of exchange rate: The Bank of Central African States (BEAC). Date of exchange rate: _____
Preparation and submission of bids	
16.1.	Period of validity of bids: The period of validity of bids shall be 90 days from the date of submission of bids
17.1.	Amount of the bid bond: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of 250,000 CFA (two hundred and fifty thousand CFA) accompanied by a receipt of payment 250,000 CFA (two hundred and fifty thousand CFA) at CEDEC and valid for thirty (30) days beyond the date of validity of bids
19.1.	Venue, date and time of preparatory meeting to the establishment of bids: A preparatory meeting is previewed on the _____ at 10am precisely in the office of the Local Coordinator of the program. (not applicable)

20.1.	Number of copies of the bid which must be filled and sent: Seven (7) including one original and six (6) copies.
21.2.	Address of the Contracting Authority to be used for the submission of bids: The Mayor, Kumbo Council. Number of the invitation to tender: OPEN NATIONAL INVITATION TO TENDER N°008R/ONIT/BCC/ITB/2019 OF 02/04/20269 FOR THE EXECUTION OF THE WORKS OF CONSTRUCTION OF A MULTI-PURPOSE PITCH AND FOUR (4) PLAYGROUNDS IN BAMENDA IN FOUR (4) LOTS UNDER THE EMERGENCY PROCEDURE.
22.1.	Date and time-limit for submission of bids: On the 22/04/2026 at 10:00 pm local time precisely.
25.1	Venue, date and time of opening of bids: Bamenda City Council library; On the 17/06/2026 at 11:00 pm, local time. [The opening of bids must take place within one hour of the deadline for the submission of bids]
Evaluation and comparison of bids	
31.2.	Currency retained for the conversion into a single currency: the CFA franc Source of exchange rate: Bank of Central African States Date of exchange rate: _____
32.2. (e)	The execution time-limit will be evaluated as follows: The execution timeframe is set at 4 months
32.2 (g).	The method of evaluation of technical variants shall be following: Not relevant.
33.1.	National bidders shall [not] benefit from a margin of preference during evaluation. Not relevant.
Award of the contract	
34.1 and 34.2	The contract shall be awarded the bidder whose bid has been judged essentially in compliance with the tender file and is evaluated the lowest.
Final bond	
39.1 39.2	The final bond is 3% of the Contract and will be established according to the model provided in this Invitation to Tender.

INDICATIVE MODEL FOR TECHNICAL PROPOSAL
{The following is a suggested structure of the Technical Proposal}

A – General presentation of the enterprise

{Indicate here a brief description of your company and how it is organized, and in the case of a group - of each partner to participate in the works, including an organizational chart, the list of members of the management committee, shareholding.}

B – Contractor references

Indicate similar works executed and successfully completed in the last ten [10] years.

Domain	Title of the project ¹	Summary Description	Owner	Amount	Start – End of works

C – Mobilisation

a) **Organisation of personnel.** {describe the structure, the composition of your teams.}

	Name ²	Post	Attributions
Technical Personnel / of the site			
Support Personnel (head quarter and base)			

b) **Equipment and software.** {describe the equipment to be used for the works.}

N°	Designation ³	Company	Age	Attributions

D – Description of the approach, the methodology and the work program

- a) **Comment on the site of the works and the technical specifications (STC, UPS and bill of quantities and cost estimate).** By eventually making proposals for a technical variant and the methodology for implementation
- b) **Work program.** {Work program. {Please indicate the work program. The quantities, the daily output, the duration of the works and the slowdowns, even the interruptions due to the bad weather, will have to be clear from the on the planning.}}
- c) **PAQ.** {Please indicate your quality insurance plan.}
- d) **ESSH methodology.** {Please propose the Environment, Social, Safety and Hygiene methodology during the works to be put in place}

E - Summary sheets of proposed personnel, material, equipment and subcontractors proposed

{Indicate here a brief description of proposed personnel, materials, equipment and subcontractors comparing to the technical requirements (CCTP), normative standards, ...}

As an indication, the consultant can draw inspiration from the following tables:

PERSONNEL				
Post	Name and Surname	Higher diploma	Number of years of experience	Observation

EQUIPMENT				
Equipment	Made - Type and number	Supplier Registration	Principal characteristics	Observation

¹Indicate only the works for which the Consultant had a contract as a contractor or partner of a contracting group. The references will be accompanied by supporting documents such as reception reports.

²CVs will be accompanied by supporting documents such as certified diplomas.

³The equipment will be accompanied by supporting documents such as purchase invoice, certified registration certificate.

Materials				
Material	Supplier	Place of supply	Duration of supply per unit of supply	Observation

SUB - CONTRACTING				
Sub-contractor	Name and Surname	Prestation and sub-contracted	Formula for remuneration (by task, all-in, direct payment, ...)	Observation

**DOCUMENT No. 5: SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)**

Table of contents

Chapter I: General		48
Article 1	- Subject of the contract	48
Article 2	- Award procedure	48
Article 3	- Definitions and duties (article 2 of GAC supplemented)	48
Article 4	- Language, applicable law and regulations	49
Article 5	- Constituent documents of the contract (article 4 of GAC)	49
Article 6	- General applicable instruments	49
Article 7	- Communication (GAC articles 6 and 10 supplemented)	50
Article 8	- Administrative Orders (article 8 of GAC supplemented)	50
Article 9	- Contracts with conditional phases (article 15 of GAC)	51
Article 10	- Contractor's personnel (article 15 of GAC supplemented)	51
Chapter II: Financial conditions		
Article 11	- Guarantees and bonds (articles 29 and 41 of GAC supplemented)	52
Article 12	- Amount of contract (articles 18 and 19 supplemented)	52
Article 13	- Place and method of payment	52
Article 14	- Price variation (article 20 of GAC)	53
Article 15	- Price revision formulas	53
Article 16	- Price updating formulas (article 21 of GAC)	53
Article 17	- Work under State supervision (article 22 of GAC supplemented)	53
Article 18	- Evaluation of works (article 23 supplemented)	53
Article 19	- Evaluation of supplies (article 24 of GAC supplemented)	53
Article 20	- Advances (article 28 of GAC)	53
Article 21	- Payments for the works (articles 26, 27 and 30 of GAC supplemented)	53
Article 22	- Interests on overdue payments (article 31 of GAC supplemented)	54
Article 23	- Penalties for delay (article 32 of GAC supplemented)	54
Article 24	- Payment in case of a group of enterprises (article 33 of GAC)	55
Article 25	- Final detailed account (article 35 of GAC)	55
Article 26	- General detailed account (article 35 of GAC)	55
Article 27	- Tax and customs schedule (article 36 of GAC)	55
Article 28	- Stamp duty and registration (article 37 of GAC)	56
Chapter III: Execution of the works		57
Article 29	- Nature of works	57
Article 30	- Obligations of the Contracting Authority (GAC supplemented)	57
Article 31	- Execution deadline of contract (article 38 of GAC)	57
Article 32	- Roles and responsibilities of the contractor (article 40 of GAC)	57
Article 33	- Making available documents and site (article 42 of GAC)	57
Article 34	- Insurance of structures and civil responsibility (article 45 of GAC)	57
Article 35	- Documents to be furnished by the contractor (article 49 supplemented)	58
Article 36	- Organisation and security of sites (article 50 of GAC)	59
Article 37	- Implantation of structures (article 52 of GAC)	59
Article 38	- Sub-contracting (article 54 of GAC)	59
Article 39	- Site laboratory and trials (article 55 of GAC)	59
Article 40	- Site logbook (article 56 of GAC supplemented)	59
Article 41	- Use of explosives (article 60 of GAC)	60
Chapter IV: Reception		60
Article 42	- Provisional reception article 67 of GAC	60
Article 43	- Documents to be furnished after execution (article 68 of GAC)	60
Article 44	- Guarantee time-limit (article 70 of GAC)	61
Article 45	- Final acceptance (article 72 of GAC)	61
Chapter V: Miscellaneous provisions		61
Article 46	- Termination of the contract (article 74 of GAC)	61
Article 47	- Force majeure (article 75 of GAC)	61
Article 48	- Differences and disputes (article 79 of GAC)	61
Article 49	- Formatting and reproduction of the contract"	61
Article 50 and last:	Entry into force of the contract	61

Chapter I: Generalities

Article 1: Subject of the contract

The subject of this contract is the execution of the works of construction of a multi-purpose pitch and four (4) playgrounds in Bamenda in four (4) lots.

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

3.1 General definitions (cf. Code)2

- The Contracting Authority is the **Lord Mayor of Kumbo Council**. He/she awards the Contract, ensures the preservation of originals of said Contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer is the **Divisional Delegate of Public Works for DUI** hereinafter referred to as the Engineer.
- The Project Owner is the **Lord Mayor of Kumbo Council**. She represents the beneficiary administration of the works.

He ensures respect of the administrative, technical and financial conditions and Contractual deadlines.

- Project Manager shall be the Council Development Kumbo Council
- The Contractor shall be [to be specified].

3.2 Security

This Contract may use security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be: **The Mayor Kumbo Council**.
- The authority in charge of the clearance of expenditures shall be the **Divisional Finance Controller Bui**.
- The body or official in charge of payment shall be the **Kumbo Council Municipal Treasury**.
- The official competent to furnish information within the context of execution of this contract shall be the **Project Officer Kumbo Council**.

Article 4: Language, applicable law and regulation

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

4.2 The service provider shall be bound to observe the laws, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Contract.

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

Article 5: Constituent documents of the Contract (Article 8 of GAC)

The constituent contractual documents of this Contract are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the finalized Technical Specifications or description of services;

- 3) The Special Administrative Conditions (SAC);
- 4) The Technical Specifications or description of services;
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The execution schedule or plan of action etc.
- 7) The General Administrative Conditions applicable on services and intellectual services contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract.
- 9) Environmental and Social Impact Notices

Article 6: General instruments in force

The following general instruments [to be adapted according to the case] shall govern this contract:

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree n°2018/366 of 20th June 2018 instituting the public contracts code;
7. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

- 7.1 All communications within the framework of this Contract shall be written and notifications sent to the following address:
 - a. In the case where the service provider is the addressee:
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;
 - b. In the case where the Project Owner is the addressee:
Sir/Madam_____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, and Contract Engineer, where need be, within the same deadline.
 - c. In the case where the Contracting Authority is:
Sir/Madam [specify] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

Article 8: Administrative Orders (Article 7 of GAC)

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

- 8.1 The Administrative Order to start execution shall be signed by the Contracting Authority / Project Owner and notified to the service provider by the Contract Manager with a copy to the Contract Engineer, Project Owner, the Paying Body and the Project Manager, where applicable.

- 8.2 Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority/Project Manager and notified by the Contract Manager to the service provider with a copy to the, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the services shall be signed directly by Contract Manager and notified to the service provider by the Contract Engineer (where applicable).
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the service provider by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work because of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by Contract Manager to the service provider with a copy to the Project Contract Engineer.
- 8.6 The contractor has a time limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

Article 9: Contracts with conditional phases (GAC supplemented)

This present contract is based one financial phase.

Article 10: Service provider's equipment and personnel (Article 15 of GAC supplemented)

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Project Owner or contract Manager. In case of modification, the service provider shall have himself replaced by a member of staff of equal competence (*qualifications and experiences*).
- 10.2 Any unilateral modification on the execution staff made in the proposed equipment and personnel prior to and during the execution of services shall be a reason for termination of the contract as mentioned in article 35 below or the application of penalties.
- 10.3 Any modification shall be notified to the Contracting Authority.

Chapter II: Financial conditions

Article 11 Guarantees and bonds (GAC supplemented)

11.1 Final bond

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

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

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

11.2 Performance bond

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

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

11.3 Guarantee of start-off advance

This Start-up advance must be guaranteed by a reimbursement guarantee bond or caution at one hundred per cent (100%) by a local Banking Institution certified by the Minister in charge of finance under the conditions of the COBAC.

The refunding of the start-up advance bond or the caution will be done when this advance must have been

totally reimbursed on a release order delivered by the Contracting Authority at the request of the Contractor.

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

The amount of this contract as indicated by the attached [*detail or estimates*] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment

The Contracting Authority shall release the sums due in the following manner:

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 14: Variation of Prices

Prices are fixed and not subject to revision.

Article 15: Formula for the revision of Prices

Not necessary.

Article 16: Formula for actualization of Prices

Not necessary.

Article 17: Works pre-financed by the Delegated Contracting Authority "Travaux en régie"

Not relevant.

Article 18: Valorisation of the works

This contract is of unit and all-in prices.

Article 19: Valorisation of supply

Not necessary.

Article 20: Advances (article 28 of the GAC)

- 20.1 The Contracting Authority may grant a start-up advance twenty (20 %) of the amount of the contract.
- 20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
- 20.4 As the reimbursement advances, the Contracting Authority shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 20.5 The possibility of granting start-up advance or advance for supplies must be expressly stipulated in the Tender File.

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

21.1 Establishment of works executed

Before the 30th of each month, the Contractor and the Engineer of the contract will establish a contradictory attachment, which recapitulates and fixes the quantities of works realised for each list of work that gives right to payment. This payment could equally be done per site or/and per lot. Payment per site shall be preceded by a technical reception of works executed on the said site.

21.2 Monthly detailed account

No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

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

- [100-2.2 paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.

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

The Contract Engineer has a maximum time-limit of two (2) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

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

Payments shall be done by the Kumbo Council Treasury within a maximum deadline of 30 calendar days maximum from the date of submission of the approved detailed accounts.

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 of Decree n°2018/366 of 20th June 2018 instituting the public contracts code.

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

A. Penalties for delay

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

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

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

B. Specific penalties [amount to be indicated]

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

- Late submission of final bond (50 000 F cfa);
- Late submission of insurances (50 000 F cfa);
- Late submission of the draft execution schedule if the lateness is caused by the contractor (50 000 F cfa);
- Late submission of the As-Built drawing plans if the lateness is caused by the contractor (50 000 F cfa);

- The changing of work personnel's without informing the Contract Engineer (50 000 F cfa per work personnel).

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

Co-contractors will distribute the funds, which are paid by the Contracting Authority in a single account.

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

- 25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.
- 25.2 The Contract Manager has at their disposal a deadline of seven (7) days to notify the corrected project and accepted by the Engineer.
- 25.3 The Contractor has at his disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

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

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

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

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

26.2 The Contractor has at his disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature

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

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

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

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

All taxes inclusive prices mean VAT included.

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

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

Chapter III: Execution of services

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

- Preliminary works;
- Excavation and earth work;
- Foundation works;
- Construction of the pitch surface;
- Drainages
- Environmental mitigation measures.

In addition, all other subjections necessary for the good execution of the works according to the specifications of the STC.

Article 30: Role and responsibilities of the Contracting Authority (GAC supplemented)

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

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

Article 31: Execution time-limit of the contract (article 33 of the GAC)

31.1 The time limit for the execution of the works forming the subject of this contract shall be: four(4) months per lot.

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

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

The detailed and general plan of progress of the works shall be communicated to the Project Manager in five (5) copies at the beginning of the execution of the works.

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

The Contract Manager shall submit a reproducible copy of the plans featuring in the Tender File.

The Contracting Authority shall make available the site and access ways to the contractor at the appropriate time as the works progress.

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

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

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

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

35.1 Programme of works, Quality Assurance Plan and others (*to be specified*).

a) Within a minimum deadline of *twenty-one (21) days* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in five (5) copies for the approval of the Contract Manager after the endorsement of the Project Manager and Project Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

This programme shall be exclusively presented according to the furnished models.

Three (3) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

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

The contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most one month (*specify the duration which must not exceed one month*) prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] has a deadline of [*fifteen (15) days*] to examine and make known his observations. The contractor then has a deadline of *eight (8) days* to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

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

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: The Senior Divisional Officer for Mezam in accordance with article 50(2) of the GAC].

36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project Manager shall notify within seven (7) days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

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

The part of the works to be sub-contracted shall be 20% of the initial amount of the contract and its additional clauses (*the ceiling is 30 %*).

Article 39: Site laboratory and tests (article 55 of GAC)

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

39.2 The Contract Manager has a deadline of fourteen (14) days to approve the contractor's personnel and laboratory as soon as the request is made.

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

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

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

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

The use of explosives is forbidden.

Chapter IV: Acceptance

Article 42: Acceptance Commission (article 36 of GAC)

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

The Acceptance Commission shall comprise the following members indicatively:

- The Authorizing Officer (Chairman)
- The Contract Engineer..... (rapporteur)
- DDMINMAP BUI.....(Observer)
- Council Development Officer Kumbo Council(Member)
- The DD MINDDEVEL BUI r or his Representative.....(Member)
- The DD MINEPDED BUI r or his Representative.....(Member)
- Contractor, Observer;

The contractor shall be convened to the acceptance by mail at least 10 days prior to the acceptance. He is bound to attend (or be represented).

He takes part in the reception as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Reception Commission.

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

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

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

42.1 Partial receptions are not previewed in the framework of this contract.

The guarantee period begins from the date of provisional reception

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

43.1 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.

43.2 The bond of the good execution of work will be released only after the submission of the dossier of verification.

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

The guarantee period shall be one year to run from the date of the provisional reception of the works.

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

45.1 Final acceptance shall take place within a maximum deadline of *twenty-one (21) days* from the date of expiry of the guarantee.

45.2 The Project Manager shall be member of the commission.

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

Chapter V: Sundry provisions

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

The contract may be terminated as provided for in Part V Section II of Decree n°2018/366 of 20th June 2018 instituting the Public Contracts Code and equally under the conditions laid down in articles 74, 75 and 76 especially in one of the following cases:

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

Article 47: Case of unforeseen circumstances (article 75 of the GAC)

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

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

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

Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 49: Formatting and reproduction of the contract

Seven (7) copies of the contract shall be edited at charges of the contractor and submitted to the Contract Manager.

Article 50 and last: Entry into force of the contract

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

Document No. 6 : Special Technical
Conditions (STC)

CHAPTER I: GENERAL PROVISIONS

Article 01: WORK DESCRIPTION

The works consist of:

REHABILITATION OF TOBIN MUNICIPAL STADIUM IN KUMBO COUNCIL AREA phase 1 lot 1:

- Preliminary works;
- Excavation and earth work;
- Foundation works;
- Construction of the pitch surface;
- Drainages
- Environmental mitigation measures.

DESCRIPTION OF THE WORKS:

The works include the preparation of the surface by clearing the site of all vegetation and debris, levelling and earth works. The earthworks comprise of cut and fill and the evacuation of excess soil to a place of disposal indicated by the Contract Engineer. The surface shall receive a coat of selected material (laterite) from a borrow pit and well compacted on which will be concreted the surface slab.

This is an existing football pitch which is not up to standard. The state of this playground is not really very bad and it does not have the normal dimensions. The works to be done will consist of rehabilitating the playing surface as seen in the drawings and construction of drainages on the whole pitch and surroundings. The works to be carried out will include the preparation of the platform, construction of drainage structures,

a) Technical control:

Before works execution

- Examination of the general proposals made by the contractor concerning the structures of the construction site, work planning and possible sub-contractors;
- Verification of the bills of quantities drawn by the contractor;
- Verification of execution plans for approval, technical conditions and all the documents relating to the modifications that shall be necessary for a proper execution of works;
- Reception of materials and equipment required for a proper execution of works;

Control of the putting in place of activities aimed at sensitizing the beneficiary populations.

During or after works execution

- Control of the characteristics of the materials used and their compliance with the prescribed norms: irons rods, aggregate (sand and gravel) for concrete, duct mould, etc.
- Control of the execution of works, notably:
 - Clearing and maintenance of the area where the structures will be put up, that is grass clearing and felling of trees, if necessary;
 - Maintaining and cleaning of the entrances to the structure; Earthworks for the structures;
 - Construction of retaining walls;
 - Realization of the pitch surface;

b) Environmental and social control

It shall consist in the verification that the contractor executes the works as specified in the Special technical conditions, and in the tender file as a whole, in compliance with the provisions relating to environment protection or the laws and ministerial instructions referred to in article 22 of the Special administrative conditions. The Environmental and Social Impact Notice report shall be put at the disposal of the contractor for execution.

Article 03: PERSONNEL AND MATERIALS

To ensure the proper execution of works, the contractor shall put in place the personnel made up as follows which list is not exhaustive:

- **Works Director:** a civil engineer holder of at least a BSC in civil engineering with at least 7 years of experience in building construction works and must be enrolled in the National Order of Civil Engineers and must present an attestation of presentation of originals of diploma. He shall be the direct representative of the contractor on the site;
- **Site foremen:** 01 site foremen with 01 for main works and 01 for secondary works respectively and being holders of at least HND in civil engineering and at least 5 years of experience in building construction works. Must present attestations of presentation of originals of diplomas.

Article 05: SUBMISSION OF REPORTS

For each structure, the contractor shall produce a report comprising inter alia:

- The summary schedule for the execution of works;
- Designs of the structures;
- The description of conditions for execution of works;
- Possible technical proposals;
- The level of understanding of the structures by users and members of the management committees responsible for the running and maintenance of the structure.

The As-Built report shall be submitted within fifteen days before the date of provisional acceptance of the works.

Each As-Built report shall be submitted in three (3) hard copies and soft copy.

The report shall be considered approved if one month after submission of the final report, the Project owner has not notified the contractor of his observations.

0.9 Method of Construction and Work Plan

The Contractor shall submit to the Engineer not later than 28 days from the date of award of the Contract a general description of his proposed installations and methods for the execution of the Works, including temporary offices, buildings, access roads, deviations, Contractor's Equipment and

its intended production output, working shift arrangements, strengths of work force of skilled and unskilled labor, supervision arrangements, power supply arrangements, supply of materials, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.

During the execution of the Works, the Contractor shall also submit to the Engineer complete and detailed of any proposed amendments to the installations and methods submitted in accordance with the foregoing.

The Engineer's normal working hours shall be defined as 7.30 am to 5.30 pm on weekdays with Saturdays and Sundays set aside for rest. If the Contractor wishes to execute Permanent Works outside these hours, or, public holidays he shall obtain the written permission of the Administration as required, and the Engineer at least one full working day in advance to enable the Engineer to make provision for supervision of such work.

0.10 Other Contractors

The Contractor is advised that other Contractors employed by the Project Owner and employees of the Project Owner may be working in connection with the Project on and around the Site.

Pursuant to the Conditions of the Contract the Contractor shall not interfere in any way with any works, or property belonging to the Project Owner or a third party, irrespective of whether the position of such works is indicated to the Contractor by the engineer or not. The Contractor shall respect any works executed by others and articles supplied or installed by others and shall be held responsible for any loss or damage thereto if caused by him, his employees or his Subcontractors.

0.11 Displacement of Existing Networks

The Contractor shall request the services concerned to reroute any services network (water, electricity, telephone, ...) crossing the project site. The Contractor shall also take all necessary measures to channel off any natural water flowing through the project site.

0.12 Construction Photographs and Videos

The Contractor shall be responsible to produce Construction Photographs and Videos as provided herein.

Photographs and Videos of the entire Site, or pertinent features thereof, shall be taken before the commencement of Works and promptly submitted to the Engineer. The same views shall be re-photographed upon completion of all the construction activities and a complete edited video shall be submitted with the Contractor's application for final payment. Additional photographs and videos shall be made each month throughout the progress of the Works at such times as requested by the Engineer and submitted with the Contractor's application for partial payment.

Section 1: Site Installation, Complementary Studies, Preparatory Works and Implantation works

1.1 General Site Installation

The Contractor shall ensure the bringing to site of all installations, equipment and materials necessary for the execution and internal control of the works, as well as their withdrawal from the various sites at the end of the project.

After the Contract is installed and before work commences the Contractor shall submit to the Engineer drawings showing the general arrangement of his Temporary Works with diagrams and descriptions showing how he proposes to execute such Temporary Works and how they fit into his program, pursuant to the Conditions of the Contract, for the execution of the totality of the Works, all to be subject to the consent of the Control Engineer. The whole of the Temporary Works and the equipment and appliances used, shall be the liability of the Contractor in regard to their construction, safety, maintenance and removal on completion of the Contract and consent by the Engineer shall in no way relieve the Contractor of his duties or responsibilities under the Contract.

1.4 Hoarding

The Contractor shall, immediately upon the date for site possession and at his own expense, supply, erect and enclose the whole of the site within a hoarding not less than 2.4 meters high using materials of his choice, in order to screen off the work area. The hoarding shall be uniform in

appearance and constitute sufficient obstacle to prevent intruding of unauthorized persons or children, and be complete including all necessary padlocked gates, fans and screens to ensure the safety of the public, adjoining owners, and the works. The hoarding shall be adjustable during the works as required and shall be maintained till the end of the project.

1.5 Surveillance and Guarding

The Contractor shall deploy all necessary human and material means to ensure surveillance and guarding of the site by day and by night, throughout the entire duration of the project up till provisional Taking-Over.

1.6 Site Clearing and Maintenance of Access Roads

During the execution of the works the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

Access roads leading to the site within the project area shall always be kept accessible. The portions of the roads to be maintained shall be those directly linked with the execution of the works, from the exit point of their intersection with the principal road of the project.

1.7 Site Office and Meeting Room

The Contractor shall provide site office for his own use, for his site laboratory, and for site meetings.

1.8 Temporary Service Connections

The Contractor shall make all necessary arrangements to ensure connection of the site to water, electricity, telephone and other sundry services networks required in connection with the execution of the works.

The Contractor shall provide a clean, enough and continuous supply of fresh water, both for construction of the Works and for all offices, laboratories and workshops. He shall undertake all arrangements including pipelines and meters for connecting to local water mains and the provision of pumps, storage tanks or water conveyance where necessary, payment for all fees and water charges and the satisfactory removal of all such arrangements and provisions on completion of the Works.

The water shall be clear of suspended solids and free from any matter in quantities considered by the Engineer to be deleterious to the work. Water supplied to all the offices, laboratories and houses shall be wholesome and potable to the satisfaction of the public health authorities in the area of the Site.

1.9 Health, Safety, and Accidents

The Contractor shall ensure, as far as is considered by the Engineer to be reasonably practicable and to the Engineer's satisfaction, the health, safety and welfare at work of his employees including those of his Subcontractors and of all other persons on the Site. His responsibilities shall include:

- a) The provision and maintenance of the Contractor's equipment and the adoption of methods of work that are safe and without risk to health,
- b) The execution of suitable arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage, transport and disposal of articles and substances,
- c) The provision of protective sectioning and equipment, with such personnel and equipment and such information, instruction, training and supervision as are necessary to ensure the health and safety at work of all persons employed on the Works all in accordance with the laws of Cameroon,
- d) The provision and maintenance of suitably equipped and staffed first aid stations throughout the extent of the Works to the satisfaction of the Engineer. The Contractor shall allow in his prices and be responsible for the cost of all such site welfare arrangements and requirements,
- e) Designation as Safety Officer of one of his senior staff who shall have specific knowledge of safety regulations, and experience of safety precautions on similar works and who shall advise on all matters affecting the safety of workmen and on measures to be taken to promote such safety,
- f) The provision and maintenance of access to all places on the Site in a condition that is safe and without risk of injury,
- g) The provision of adequate waterborne sanitation, refuse collection and disposal, complying with the Laws of Cameroon and all local Bye-laws and to the satisfaction of the engineer, for all houses, offices, workshops and laboratories erected on the Site,

- h) The provision of an adequate number of suitable latrines and other sanitary arrangements at sites where work is in progress to the satisfaction of the health Authorities and the Engineers.

1.10 DRAWINGS AND DOCUMENTS

1.10.1 Standard Size of Drawings and Documents

- (1) Drawings, whether to be supplied by the Engineer or the Contractor shall only be prepared according to Standard sizes DIN A1 (594 x 841mm) or DIN A0 (841 x 1189 mm) or otherwise stipulated by the Engineer.
- (2) Documents, whether to be supplied by the Engineer or the Contractor shall be prepared on Standard size DIN A4 (210 x 297mm), except where particularly agreed otherwise with the Engineer.

1.10.2 Exhibited Drawings

The Exhibited Drawings show the work to be done under the Contract, subject to the provisions for variations in the Conditions of the Contract, but they shall not be used for construction purposes unless specific instructions for such use are given by the Engineer as the work proceeds. In general, the Exhibited Drawings are intended to indicate the scope and complexity of the Work.

1.10.3 Working Drawings

Working drawings are the drawings to be prepared by the Contractor and shall show enough dimensions, specific and typical details to define the various features of the Works, thus enabling the Contractor to perform the relevant works or to prepare the shop drawings.

1.10.4 Documents to be supplied by Contractor

- (1) The Contractor is obliged to supply drawings and documents for the Permanent and Temporary works as stated in the present specifications or as may otherwise be requested by the Control Engineer.
- (2) The drawings and documents to be provided by the Contractor include, but are not limited to, the following,
 - a) Site layout and installation drawings.
 - b) Work and construction programs inclusive of revisions, if required;
 - c) Drawings and calculations for all Temporary Works and construction stages planned by the Contractor.
 - d) Bar bending schedules for reinforced concrete structures.
 - e) Reports and records of all tests and material tests to be carried out by the Contractor or his suppliers.
 - f) Drawings, records and reports on specific construction measures to be supplied by the Contractor in accordance with other provisions of the contract.
 - g) As-built drawings, incorporating all changes or amendments made in the course of the construction works, for all Permanent Works, including those for which the Engineer has prepared the working drawings.
 - h) As-built drawings shall be supplied to the Engineer immediately after completion of the part of the Works.
 - i) Brochures and technical literature of all equipment items and fixtures, which are to be permanently installed in the Works.
 - j) All instructions (in the form of lists, manuals and the like), which are required by the Project Engineer for proper operation, as well as for expert maintenance and repairs of the structures and facilities.

The time limit for approval of working drawings and issuance of other clearances is 10 days. The Contractor shall therefore take all necessary pre-emptive measures when submitting documents for approval to avoid any eventual delays on the overall time schedule of the works.

1.10.5 As-built Documents

The Contractor shall establish as-built drawings and plans as the work progresses. These drawings and plans shall incorporate all the changes and modifications that have been made and approved by the Engineer in the course of the project.

All the Drawings and plans shall be done on AutoCAD. The Contractor shall hand over all the as-built drawings and plans to the Project Engineer in the number of hard copies agreed by the Engineer and an electronic copy of the AutoCAD files.

1.10.6. Setting Out

The Contractor shall satisfy himself as to the accuracy in line, level and dimension of any basic survey information provided by the Project Owner. He shall set out the works from all the Project Owner's established benchmarks as indicated to him by the Control Engineer and shall be responsible for all measurements in connection with the setting out. The Contractor shall furnish, install and maintain all markers.

Before commencing construction work, the Control Engineer and the Contractor shall jointly check all survey stations and benchmarks to be used, to ensure that all survey stations and benchmarks are in their original positions.

In agreement with the Control Engineer, the Contractor shall establish reference points to define the building at fixed locations and temporal benchmarks. These reference points and temporal benchmarks shall be maintained by the Contractor until the taking-over of the works. The Contractor shall provide the Engineer with a schedule of the levels and the location of all such benchmarks and shall ensure that such information provided to the Engineer is always kept up to date.

The Contractor shall not remove, damage, alter or destroy any benchmarks or survey stations. Any additional setting out required as a result of erroneous survey work on the part of the Contractor and any abortive works executed arising there from shall be rectified at the expense of the Contractor.

Section 2: EARTHWORKS AND CONCRETE WORKS.

2.1 Earthworks for Foundation

2.1.1 General

The Contractor shall set out all pertinent lines, grades and levels as shown on the drawings and/or as otherwise required for the proper and accurate definition of the works of excavation and fills and shall be responsible for maintaining the accuracy of lines and grade stakes during construction. All discrepancies in levels or setting out will be entirely the responsibility of the Contractor and he shall be liable to make good such discrepancies to the complete satisfaction of the Project Owner.

2.1.2 Excavation

Excavation shall be made to depths and dimensions indicated on the plans or otherwise required by the work, plus enough space as directed by the supervising officer to permit erection of forms, shoring and inspection of foundations. Slopes shall be straight lines to minimize the quantity of fill material required. The Contractor shall remove all boulders, stumps and other obstructions encountered in the course of excavation. The bottom of all foundations shall be hand trimmed, level, and free from all loose and/or organic material.

Channels shall be dug where required to facilitate the laying of underground pipework and earth-cabbling. Channels bearing pipework shall be carefully filled and rammed to maintain slopes of pipes after laying and protection against damage with lean concrete mix. All excavation shall be timbered, where necessary to the satisfaction of the Project Owner.

Should any water accumulate in the trenches or other excavation, the Contractor shall execute such works as may be necessary to drain away the accumulated water and shall install pumps as may be required to keep the trenches and excavations dry.

All latrine construction sites must be secured by hoarding in order to prevent children from accidentally falling into the pits.

The contractor shall take all necessary methods needed to protect excavation pits and trenches from the population.

2.2. Concrete Works

2.2.1 Materials: Origin, quality and preparation of materials

The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the control engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 or 15/25) shall be clean and well graded with very fine elements settlement of less than 2%.

The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round smooth RL E235 for the stirrup rings.

Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35.

Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling, and the source shall be approved by the Project Engineer. Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the control engineer with dimension sizes of not less than 20cm.

2.2.2. Concrete

- **Ordinary concrete** specifically lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m³.

- **Over-site concrete** shall be 8cm thick laid over the entire floors and paved area between walls and gutters at 350kg/m³.

NB: The external veranda shall be 5cm below the level of the internal floor with 2% slope.

- **Reinforced concrete** shall be specifically for footings, pillars, beams damp proof course (DPC), lintels and ring beams and their mixture shall be in a proportion of 350kg/m³.

NB:

- All concrete works should be properly cured and vibrated (i.e. water three times a day for seven days)
- Concrete should not be more from 1m above, that is to avoid segregations.

NOTE: Reinforcement Schedule.

NB: In case the lower diameters are not admissible by the geotechnical results and structural analysis framework, those of the structural analyses framework shall be applicable

No	STRUCTURE	SIZES	RODS	RODS	STIRRUP	DOSAGE	TYPE
		Nos	φ	Torsφ	Spacings		
1	Footings & Damp-proof course	6	12mm	n6mm	15cm	400kg/m ³	Fe-E-40
2	gutters	4	10mm	n6mm	15cm	350kg/m ³	Fe-E-40
3	dranages	6	8mm	n6mm	15cm	350kg/m ³	Fe-E-40

NB: All rods must be imported

- **Water:** To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities; meaning potable water, and the source shall be approved by the Project Engineer.
- **Cement:** To be used mostly for cement mortar, all concrete mixtures shall satisfy the general conditions laid down by regulation in force. It will be type CPA325 Portland cement and shall not show any trace of uneven mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.
- **Rods:** shall be mild steel reinforcement, Tor or Steel in accordance with the R/C & 3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease.
- **Shuttering:** hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.
- **Sand and coarse aggregate.**
All aggregate for concrete and mortar shall consist of naturally occurring sand and crushed rock. All sand shall be perfectly clean, uncoated grains free from injurious amounts of dusts, lumps, soft or

flaky particles, shale, alkali, organic matter, loam or other deleterious substances, and the source shall be approved by the Project Engineer.

Sand and aggregate shall meet the following grading requirements:

Sieve Number	Total percentage of weight	
	Retained	Passing
4	0 – 5	95 – 100
8	10 – 20	80 – 90
16	20 – 40	60 – 80
30	40 – 70	30 – 60
50	70 – 88	12 – 30
100	92 – 98	2 – 30

Sand for mortar shall meet the following grading requirements:

Sieve Number	Total % by weight
4	0
8	0 – 5
16	0 – 5
30	25 – 50
50	65 – 80
100	85 – 95

The coarse aggregate shall be clean and angular in shape and shall have granular, crystalline or smooth (but not glossy) non-powder surfaces. As far as possible, only crushed stone shall be used as the coarse aggregate for the reinforced concrete part of the work. Crushed stones and gravel shall meet the following grading requirements:

Sieve Number	Total % by weight retained
25 mm	00
20 mm	00 – 10
10 mm	45 – 80
04 mm	90 – 100

The maximum nominal size of stones for reinforced concrete shall be 2.5 cm and for mass concrete 4 cm.

The sources of aggregates shall be approved by the Project Engineer and approval for change of the source of supply of an aggregate shall only be granted if it can be shown that the new material is sufficiently similar in all respects to the one previously approved to produce concrete of the required finish, colour, and strength.

The grading, once approved, shall be adhered to throughout the works and may not be varied without the approval of the Project Owner.

2.2.3 Storage of aggregate

The aggregate shall be stored on site separated in its various types and grading, on a hard, dry, clean surface.

2.2.4 Proportion of Concrete Aggregates

Concrete mixes shall be of the class shown on the drawings and described in the Bill of Quantities or Engineer's Specifications or details. The proportions of dry aggregates and cement in different classes of concrete are as follows

- a) **Class A – Concrete: for foundations, columns, beams and all other reinforced concrete structural elements.**

Cement	=	350 kg/m ³
Fine aggregate	=	400 litres
Coarse aggregate	=	800 litres
- b) **Class B – Concrete: for all grade slabs and all non-reinforced concrete elements.**

Cement	=	300 kg/m ³
Fine aggregate	=	400 litres
Coarse aggregate	=	800 litres
- c) **Class C – Concrete: for blinding or lean**

Cement	=	150 kg/m ³
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Fine aggregate	=	450 litres
Coarse aggregate	=	900 litres

The proportions given above are for guidance only, and the actual proportions shall be determined according to the types of aggregates available on site.

2.2.5 Mixing of Concrete.

A machine mixer of the revolving drum type shall be used for all concrete except that where only a small amount is required, the mixing may be done by hand in a manner approved by the Project Engineer. Competent and experienced foremen shall be in direct charge of the mixing and placing of all concrete. All ingredients shall be thoroughly mixed until they are uniformly distributed throughout the mass, with the amount of water added to produce the concrete of proper consistency. The mixing equipment shall be capable of combining the aggregates, cement and water within the specified time limit into a thoroughly mixed and uniform mass, and of discharging the mixture without segregation. A mixture which has been out of use for more than 20 minutes shall be thoroughly cleaned out before fresh concrete is mixed. The Contractor shall provide mixers of enough size and number, adequate to deal with the volume of concrete to be placed in order that the face of the concrete will not be marred by joint lines due to one layer having set before another layer is placed.

The size of each batch of concrete shall not exceed the rated capacity of the mixer as stated by the manufacturer. Concrete shall not be mixed in greater quantity than required for work in hand.

2.2.6 Placing of Concrete.

Before placing concrete, all equipment for mixing and transporting the concrete shall be cleaned and all debris removed from the places to be occupied by the concrete. Wood forms shall be thoroughly wetted and masonry units that will be in contact with concrete shall be well drenched. Water shall be removed from the place of deposit before concrete is placed, unless otherwise permitted by the Project Engineer.

Concrete shall be conveyed from mixer to forms as rapidly as practicable and by methods, which will prevent segregation or loss of ingredients. It shall be deposited as neatly as practicable in its final position.

Concrete shall be placed before initial set has occurred, and in no event after it has contained its water content for more than thirty (30) minutes. Unless otherwise specified, all concrete shall be placed upon clean, damp surfaces, free from water, or dry porous earth. The concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement in such a manner as to prevent segregation of the coarse aggregate.

Concreting of any unit or sections of work shall be carried out in one continuous operation and no interruption of the concreting will be allowed without the approval of the Project Owner.

The concrete shall be placed layer by layer as directed by the Project Owner, over the whole area to be concreted, until the required height is obtained. Care shall be taken that segregation of the aggregates by rolling down the exposed working surface of the placed concrete does not occur. Should any accidental segregation occur within the formwork, the affected area shall be thoroughly turned over by hand until a homogenous mix has been obtained. Under no circumstance shall concrete that is partially hardened be rapidly deposited in the formwork.

All structural concrete shall be compacted with the aid of mechanical vibrators. The vibrator shall be of a type and design approved by the Project Owner. Enough vibrators shall be used to cause all concrete to flow or settle readily to the forms and not through the forms, except in sections too thin to permit the insertion of the internal type, in which case form vibrators may well be employed if approved by the Project Owner.

Foundations shall be placed over their full depth in one operation and the top surface carefully levelled. Concrete placed in timbered excavations shall be well rammed close against the excavation face as the timber is withdrawn. After the concrete has taken its initial set, care shall be exercised to avoid jarring the forms.

In joining fresh concrete to concrete that has already set, the concrete already in place shall have its surface cut over thoroughly with a suitable tool to remove all loose and foreign materials. The surface shall then be washed and scrubbed with wire broom and thoroughly drenched. It shall remain moist when the new concrete is placed. Immediately prior to the placing of the new concrete, the old surface of concrete already in place shall be thoroughly coated with cement slurry.

2.2.7 Curing of Concrete.

Concrete, after it is placed and until the expiration of the curing period herein provided for, shall not be allowed to dry out. Water curing shall be accomplished by keeping the surface of the concrete continuously wet by covering with water, or with an approved water saturated covering, or by spraying. All water used for curing shall be fresh water. Curing by other method shall be subject to the approval of the Project Owner. Curing shall be on for at least seven (7) days.

2.2.8 Protection.

All exposed fresh concrete surfaces shall be protected to prevent damage. Sufficient covering shall be provided and kept on hand for this purpose. All concrete shall be adequately protected from injurious action of the sun in a manner satisfactory to the Project Owner.

2.2.9 Embedded Items.

Before pouring any concrete, care should be taken to determine that all embedded items indicated on the drawings or otherwise specified are firmly secured and fastened in place.

2.2.10 Approval before concreting

Whenever so required by the Project Owner, concrete shall not be placed in any part of the works until the preparations (reinforcement, formwork, embedded items, etc.) have been inspected and approved by the Project Engineer and his authorization to concrete that specific part has been obtained.

2.2.11 Steel Reinforcement

Steel for normal reinforced concrete shall be deformed bars FE 400.

2.2.12 Bending and Fixing of Steel Reinforcement

Steel reinforcement shall be bent cold accurately to the shapes and dimensions shown on the drawings.

Reinforcement shall be fixed rigidly and accurately in the forms in accordance with the details shown on the drawings so that the specified amount of cover to the bars is everywhere maintained. For concrete members in contact with wet earth or moisture, minimum cover is 3cm. Minimum cover for beams and columns above ground level 2.5cm and for slab above same is 1.5cm

Approved spacers and chairs may be used. Reinforcement temporarily left projecting from the concrete at construction or other joints, shall not be bent out of position during the period in which concreting is suspended, except with the approval of the Project Owner.

The steel shall be free from oil, grease, dirt, paint and rust. Bars, generally shall be of the required lengths; welding of main bars will not be permitted.

2.2.13 Form work

Timber forms shall be constructed of sound, well-seasoned timber of such quality and strength as will ensure rigidity throughout the placing, ramming, vibration and setting of the concrete without visible deflection. They shall be so constructed that they can be removed without shock or vibration to the concrete. All joints shall be tongued and grooved, unless otherwise required, and shall be made sufficiently tight to prevent any leakage of grout. All form work shall be inspected and approved by the Project Engineer before concrete is placed within it.

The use of steel forms or forms made of other materials may be permitted provided the requirements for strength, joint, etc., are met and they are to the satisfaction of the Project Engineer

Forms for all permanently visible concrete surfaces shall be planed smooth so that the internal faces are perfectly true and free from irregularities. Where the finished surfaces of the concrete are not to be permanently exposed, the forms may be constructed of plain butt-jointed sawn timber.

2.2.14 Preparation of Forms before Concreting

Before the concrete is deposited, the forms shall be thoroughly cleared and freed from sawdust, shavings, dust, mud or other debris by flushing with water. The inside surfaces of the form shall be coated with lime wash or approved Mold oil, care being taken to keep the reinforcement free from any such coating material.

2.2.15 Formwork for Vibrated Concrete

When concrete is to be vibrated, special care shall be taken by the Contractor to maintain rigidity of the formwork and supports against the action of the vibration of the concrete

2.2.16 Removal of Forms

Forms shall be removed in such a manner as will not injure the concrete, and no formwork shall be removed before the concrete has sufficiently set and hardened. The table below gives minimum periods before striking formworks.

<u>Type of formwork</u>	<u>Minimum period before striking</u>
1. Vertical formwork to columns	12 hours
2. Soffit formwork to beams and slabs	14 days
3. Props to beams	21 days

The provision of suitable curing methods should immediately follow the removal of the formwork.

2.2.17 Tolerances

The maximum tolerance within which concrete work shall be constructed are as follows;

All setting out dimensions $\pm 5\text{mm}$

Section of concrete members $\pm 3\text{mm}$

Any rectification of work not constructed within the tolerances set out above shall be entirely the responsibility and at the expense of the Contractor.

Section 3: Execution of the play ground

3.1. Preliminary works

This consist of earthworks to ensure a level surface after the top soil has been cleared. It may include cut and fill or necessitate material from borrow pit. The level surface is then compacted.

3.2. Drainage

The drainage is done with PVC perforated pipes of diameter 100mm. They placed at a spacing of 4m in trench of 40cm by 85cm dug across the pitch. The trench is filled with gravel to a level of 80cm and completed by a sand layer of 5cm. Water from these pipes is collected in reinforced concrete chambers of 60x60x65 and further channelled PVC diameter 200mm along the length of the pitch to a discharge. Also, a reinforced concrete gutter of 0.5x0.4m deep shall be constructed all round the pitch to collect the discharges from the perforated pipes to its suitable evacuation point at its lowest level identified by the surveyor.

3.3. Laterite.

A layer of Laterites of 15cm shall then be spread over all the surface of the pitch. The laterite should contain a small percentage of silt in order to ensure a certain degree of cohesion. This layer of sand is retained at the edges by P2 kurbs.

Section 4: Playground equipment

NB: Any technical specification needed for the good execution of this project which are not elaborated in these technical clauses must have the written approval of the Engineer before application. Failure to do so, the tasks executed shall not be paid.

Document No. 7:
Schedule of unit prices

Document No. 8: Bill of quantities and estimates

COST ESTIMATE FOR REHABILITATION OF TOBIN MUNICIPAL STADIUM IN KUMBO COUNCIL AREA					
Item	Designation	Unit	QTY		
100	PRELIMINARY WORKS				
101	Site installation works	Ls	1.00		
102	Work execution program Drawings ,Geotechnical studies, As-Built drawing plans, hard and soft copies in hard and soft copies (3 each respectively)	Ls	1.00		
103	implantation and levelling of he pitch surface with a suffisticated survey equipments.	U	1.00		
103	Site Clearing	m2	8,160.00		
	TOTAL 100				
200	EXCAVATION & EARTH WORKS				
201	Excavation and leveling of the entire platform (cut and fill)	m ³	1,200.00		

202	Laterite from borrowed pit including putting in place and compaction	m ³	1,000.00	
203	Excavation of trenches for RC gutters and drainage pipes on the pitch .	m ³	1,200.00	
	TOTAL 200			
300	CONSTRUCTION OF DRAINAGE STRUCTURES			
301	Lean concrete for the construction of inspection chambers dose at 150 kg/m ³	m ³	2.34	
301	Reinforced concrete for the construction of idrainage gutters dose at 350 kg/m ³	MI	540.00	
303	Reinforced concrete for construction of inspection chambers and slabs dose at 350kg/m ³	m ³	16.81	
	TOTAL 300			
400	CONSTRUCTION OF THE PITCH SURFACE			
304	Supply and installation of perforated drainage pipes PVC 100	ml	1,560.00	
305	Backfill on PVC pipes in Gravel (5/10)	m ³	249.60	
306	Preparation of the pitch surface in filtration laterires	m ²	249.60	
	Gravel(031.5) for the filtration and drainage on the entire pitch.	m ³	249.60	
	TOTAL 400			
500	Environmental and social mitigation measures			
501	Provision of First Aid box	U	1.00	
502	Personal protective equipments for workers,	U	1.00	
	TOTAL 300			
	A- G. TOTAL (Tax exclusive)			
	B- VAT (19,25%)			
	C- IR (2,2 %)			
	D- NET PAYMENT (A-C)			
	E- TOTAL Tax inclusive (A+B)			

Document No. 9:
Schedule of sub-detail of prices

N° Price	Designation of task	Unit price in figures (F.CFA)
	<u>100: PRELIMINARY WORKS</u>	
101	<p><u>Site installation WORKS</u> This price remunerates under the general conditions previewed in the contract the site installation as well as the bringing and withdrawal of equipment on the site. It includes:</p> <ul style="list-style-type: none"> - The preparation of surfaces, construction, building of site offices and site barrack; - The installation of potable water and electric energy to the work site from an existing connection post; - The opening of access roads for the delivery and removal of materials and heavy machinery necessary for the execution of the works, including especially concrete mixing plant; - The Costs for maintenance, cleaning and exploitation of premises, workshops, including security; - Profiling and pegging of the works site; - The clearing off at the end of the works of all excess equipment and materials and the restitution of the site to at least its initial state; <p>The payment of this task will be done at 80% lump sum price after site installation and the remaining 20% will be paid after the project has been completed and the site has been cleared and the installations repatriated and ready for provisional reception.</p> <p>The all-in at _____ Francs CFA</p>	
102	<p><u>Work execution program and As-Built drawing plans, in hard and soft copies (3 each respectively)</u></p> <p>This price remunerates at all-in price the establishment of the work execution program and As-Built drawing plans as written in the technical specifications in hard and soft copies. It's given in:</p> <p>The payment of this task will be done at 70% lump sum price for the work execution program while 30% will be paid after production of the AS-built drawing plans.</p> <p>The lump sum at _____ Francs CFA</p>	
103	<p><u>Implantation and levelling of he pitch surface with a suffisticated survey equipments.</u></p>	

	<ul style="list-style-type: none"> - The Costs for maintenance, cleaning and exploitation of premises, workshops, including security; - Profiling and pegging of the works site; - The clearing off at the end of the works of all excess equipment and materials and the restitution of the site to at least its initial state; <p>The lump sum at _____ Francs CFA</p>	
104	<p><u>Site Clearing</u> This price remunerates at an all-in price site clearing as stipulated in the special technical clauses (STC). It includes:</p> <ul style="list-style-type: none"> - The grass clearing, cutting up of small shrubs; - The uprooting of the roots of small shrubs and trees; - The collection, carrying, transportation, evacuation of trees, shrubs and stumps and their deposit out of the land at a site approved by the Project Manager; - The clearing of the topsoil, loading, transportation whatever the distance, its discharge and temporary or final deposit at a site approved by the Project Engineer; - All other subjections relating to this price as stipulated in the special technical clauses (STC). <p>SQUARE METER (M²) _____ Francs CFA</p>	
<u>200: EXCAVATION AND EARTHWORKS</u>		
201	<p><u>Excavation and leveling of the entire platform (cut and fill):</u> This price remunerates under the general conditions previewed in the contract in CUBIC METER (M³) the <u>excavation and leveling of the entire platform</u> and <u>excavation works of the entire platform</u> as prescribe in the special Technical Clauses (STC). It consists of:</p> <ul style="list-style-type: none"> - The materialization of trenches for excavation; - Protection of the trenches if necessary; - Excavation either manual or mechanical; - The removal of non-reusable excavated soil from the site to dump pit prescribe by the project engineer; - Squaring and levelling of all excavated surfaces; - All other subjections relating to this price as stipulated in the special technical clauses (STC). <p>The CUBIC METER at _____ Francs CFA</p>	
202	<p><u>Laterite from borrowed pit including putting in place and compaction</u> This price remunerates under the general conditions previewed in the contract in CUBIC METER excavation of trenches for RC gutters and drainage pipes on the pitch good selected material from borrow pit after authorisations from the project engineer and following the prescription of the STC.</p> <p>The CUBIC METER at _____ Francs CFA</p>	
203	<p><u>Excavation of trenches for RC gutters and drainage pipes on the pitch</u> This price remunerates under the general conditions previewed in the contract in CUBIC METER excavation of trenches for RC gutters and drainage pipes on the pitch good selected material from borrow pit after authorisations from the project engineer and following the prescription of the STC.</p> <p>The CUBIC METER at _____ Francs CFA</p>	
<u>300: CONSTRUCTION OF DRAINAGE STRUCTURES</u>		

301	<p><u>Lean concrete for the construction of inspection chambers dosed at 150 kg/m³</u></p> <p>This price remunerates under the general conditions previewed in the contract in CUBIC METER (M³) of lean concrete for footings dosed at 150kg/m³ as prescribe in the special Technical Clauses (STC). It consists of:</p> <ul style="list-style-type: none"> - the supply and transportation of materials necessary for the fabrication of lean concrete to the site; - The fabrication of the lean concrete following the technical prescriptions; - The placing of the concrete and curing; - All other execution subjections. <p>The CUBIC METER at _____ Frances CFA</p>
302	<p><u>Reinforced concrete for the construction of idrainage gutters dose at 350 kg/m³</u></p> <p>This price remunerates under the general conditions previewed in the contract in CUBIC METER (M³) of reinforced concrete for construction of inspection chambers and slabs dosed at 350kg/m³ as prescribe in the special Technical Clauses (STC). It consists of:</p> <ul style="list-style-type: none"> - The preparation of the parts to be repaired, eventual partial or total demolition of the existing structures having been remunerated elsewhere; - the supply and transportation of materials necessary for the fabrication of concrete to the site and its placing; - the formwork and re-enforcement work; - the fabrication of the concrete following the technical prescriptions; - The placing of the concrete, compaction, curing and eventual finishing; - The removal of formwork, the arranging of the edges; - All other execution subjections. <p>The CUBIC METER at _____ Frances CF</p>
303	<p><u>Reinforced concrete for construction of inspection chambers and slabs dosed at 350kg/m³</u></p> <p>This price remunerates under the general conditions previewed in the contract in CUBIC METER (M³) of reinforced concrete for construction of inspection chambers and slabs dosed at 350kg/m³ as prescribe in the special Technical Clauses (STC). It consists of:</p> <ul style="list-style-type: none"> - The preparation of the parts to be repaired, eventual partial or total demolition of the existing structures having been remunerated elsewhere; - the supply and transportation of materials necessary for the fabrication of concrete to the site and its placing; - the formwork and re-enforcement work; - the fabrication of the concrete following the technical prescriptions; - The placing of the concrete, compaction, curing and eventual finishing; - The removal of formwork, the arranging of the edges; - All other execution subjections. <p>The CUBIC METER at _____ Frances CF</p>
<u>500: CONSTRUCTION OF THE PITCH SURFACE</u>	
401	<p><u>Supply and installation of perforated drainage pipes PVC 100</u></p> <p>This price remunerates under the general conditions previewed in the contract in LINEAR METER (ML) supply and installation of perforated drainage pipes PVC 100 following the prescription of the STC and all other execution subjections.</p>

	The LINEAR METER at _____ Francs CFA	
402	<p><u>Backfill on PVC pipes in Gravel (5/10)</u></p> <p>This price remunerates under the general conditions previewed in the contract in CUBIC METER (M³) of backfill on PVC pipes in Gravel (5/10) as prescribe in the special Technical Clauses (STC).</p> <p>The CUBIC METER at _____ Francs CFA</p>	
403	<p><u>Preparation of the pitch surface in filtration laterites</u></p> <p>This price remunerates under the general conditions previewed in the contract in CUBIC METER (M³) Supply and compaction of laterites on the pitch following the prescription of the STC and all other execution subjections.</p> <p>The LINEAR METER at _____ Francs CFA</p>	
404	<p><u>Preparation of the pitch surface 15cm thickness gravel 031.5)</u></p> <p>This price remunerates under the general conditions previewed in the contract per CUBIC METER (M³) preparation of the pitch surface (Sand at 15cm thickness) as prescribe in the special Technical Clauses (STC).</p> <p>The CUBIC METER (M³) at _____ Francs CFA</p>	
502	<p><u>Reinforced concrete for chaining beams round the pitch dose at 350kg/m³</u></p> <p>This price remunerates under the general conditions previewed in the contract in CUBIC METER (M³) reinforced concrete for chaining beams round the pitch dose at 350kg/m³ as prescribe in the special Technical Clauses (STC). It consists of:</p> <ul style="list-style-type: none"> - the supply and transportation of materials necessary for the fabrication of concrete to the site and its placing; - the formwork and re-enforcement work; - the fabrication of the concrete following the technical prescriptions; - The placing of the concrete, compaction, curing and eventual finishing; - The removal of formwork, the arranging of the edges; - All other execution subjections. <p>The CUBIC METER at _____ Francs CFA</p>	
503	<p><u>Reinforced concrete dose at 400kg/m³ hydrophone for the pitch slab (thickness=12cm) including smoothing and diameter Ø6mm welder rods spaced at 20x20cm</u></p> <p>This price remunerates under the general conditions previewed in the contract in CUBIC METER (M³) reinforced concrete dose at 400kg/m³ hydrophone for the pitch slab (thickness=12cm) as prescribe in the special Technical Clauses (STC). It consists of:</p> <ul style="list-style-type: none"> - the supply and transportation of materials necessary for the fabrication of concrete to the site and its placing; - the formwork and re-enforcement work; - the fabrication of the concrete following the technical prescriptions; - The placing of the concrete, compaction, curing and eventual finishing; - The removal of formwork, the arranging of the edges; - All other execution subjections. 	

	The CUBIC METER at _____ Francs CFA	
604	<p><u>Provision of First Aid box</u></p> <p>This price remunerates under the general conditions previewed in the contract in LUMP SUM (LS) supply and equipment of first aid box as prescribe in the special Technical Clauses (STC).</p> <p>The LINEAR METER at _____ Francs CFA</p>	
606	<p><u>Personal protective equipments for workers,</u></p> <p>This price remunerates under the general conditions previewed in the contract in lump sum (LS) supply and Equipment of PPEs for all the labourers and skilled labourers as prescribe in the special Technical Clauses (STC).</p> <p>The LINEAR METER at _____ Francs CFA</p>	

SUB-DETAIL OF UNIT PRICE					
Designation of the Price:					
N° Price	Daily output	Total quantity	unit	Duration (days)	
LABOUR	CATEGORY	Number	Daily salary	Days paid	Amount
	Total A				
MACHINES OR EQUIPMENT	TYPE	Quantity	Daily rate	Days paid	Amount
	Total B				
MATERIALS and miscellaneous	TYPE	unit	Unit Price	Consumpt.	Amount
	Total C				
D	TOTAL DRY PRICE A+B+C			A+B+C	
E	Site expenses		%	D-X%	
F	Running expenses		%	D-Y%	
G	COST PRICE			D+E+F	

H	Risks + benefits		%	$G \cdot Z\%$	
P	SELLING PRICE WITHOUT TAXES			$G+H$	
V	UNIT SELLING PRICE WITHOUT TAXES			P/QTE	

Document No. 10:
Model contract

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO



REPUBLIC OF CAMEROON
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

B.P. 3 KUMBO/Tel: 33 48 10 11

E mail:kuc_tobin@yahoo.com

Site

P.O. BOX 3 KUMBO/Tel: 3348 10 11

E-mail:kuc_tobin@yahoo.com

Web site:www.kumbocouncil.info

CONTRACT N° ____/C/BCC/LCU-CR2/2019 of _____

Awarded through OPEN NATIONAL INVITATION TO TENDER N°005/ONIT/BCC/ITB/2019 OF _____2019
FOR THE EXECUTION OF THE WORKS OF CONSTRUCTION OF A MULTI-PURPOSE PITCH AND FOUR (4)
PLAYGROUNDS IN BAMENDA IN FOUR (4) LOTS UNDER THE EMERGENCY PROCEDURE: **LOT**.....

ENTERPRISE :

B.P: _____, Tel _____ Fax : _____
Business Registry N° : _____; Taxpayer's N° _____ RIB : _____

SUBJECT : CONSTRUCTION OF A MULTI-PURPOSE PITCH AND FOUR (4) PLAYGROUNDS IN BAMENDA
IN FOUR (4) LOTS UNDER THE EMERGENCY PROCEDURE: **LOT**.....

AMOUNT IN FCFA :

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

FINANCING PIB MINDDEVEL 2026
EXPENDITURE AUTHORISATION.....
RERCORD NUMBER
KUMBO COUNCIL BUDGET HEAD:

DURATION OF EXECUTION:

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

BETWEEN:

THE KUMBO COUNCIL,

represented by the Mayor, Kumbo Council, herein referred to as

"the Contracting Authority",

ON THE ONE HAND,

And:

THE ENTERPRISE

P.O. Box _____ at ____ Tel ____ Fax: _____

Business Registry N^o. _____

Taxpayer's N^o. _____

Represented by its General Director, _____, herein referred to as

"The Contractor

On the other hand,

It has been agreed and settled as follows:

SUMMARY

- Part I : Special Administrative Conditions (SAC)
- Part II : Special Technical Clauses (STC)
- Part III : Schedule of Unit Prices (SUP)
- Part IV : Details or Estimates (DE)

Document No. 11:
Forms and models to be used by bidders

Table of models

- Annex 1: Model of declaration of intention to bid
- Annexe 2: Eligibility Criteria and Environmental and Social Responsibility
- Annexe 3: Declaration of integrity, eligibility, and environmental and social responsibility

- Annex 4: Tender Model
- Annex 5: Model of Bid Bond
- Annex 6: Model of final bond
- Annex 7: Model of start-up advance bond
- Annex 8: Model of guarantee retention bond
- Annex 9: List of banking establishments and financial bodies
- Annex 10: Architectural Drawings

Annex 1: MODEL OF DECLARATION OF INTENTION TO BID

I the undersigned.....

Nationality.....

Resident at.....

In title of.....

By virtue of the power of General Director, after having had a sound knowledge of the documents of the Open National Invitation to Tender N°

Relating to the execution of the works of construction of a multi-purpose pitch and four (4) playgrounds in Bamenda in four (4) lots under the emergency procedure: lot.....;

Declare hereby the intention of my Enterprise to submit for the said Invitation to tender.

Drawn up at _____ on the _____

Annex 2: ELIGIBILITY CRITERIA AND ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

Eligibility in AFD-Financed Procurement

1. Financing allocated by the AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for the AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal persons (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1) Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2) Have been:
 - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract;
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract;
 - c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.5) Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
 - 2.6) Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract;
 - 2.7) Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to the AFD's satisfaction, through all relevant documents, including its Charter and other information the AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii)

operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Annex 3: Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "Contract")

To: _____ (The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
 - 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5) In the case of procurement of goods, works or plants:
 - i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
 - 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorize AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature: _____ Dated: _____

⁴ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

Annex 4: Tender Model

I, the undersigned..... [insert name and title of signatory]

representing the Company, Enterprise or Group (8) whose head office is in registered in the registrar's office of under No.

After having read all the documents contained or referred to in the Consultation file including additives No.

- Submit and pledge to realize the services in accordance with the documents of the Tender file, with the price I have stated on the basis of schedule prices and quantities, which prices brings out the amount of offer at [in figures and in words] Excluding VAT CFA francs, and CFA All taxes included. [in figures and in words]

- Promise to render the services within a time limit of.....months

- Also promise to maintain my offer in the time limit of..... days [insert duration], after the deadline for submission of tenders.

The discounts offered and the provisions of applications of those discounts are as follows:
.....
.....

The Council will liberate payment owed by her under this contract by crediting Account No. opened in the name of with the bankBranch.....

Before signing the contract, the present offer accepted by you will be worth a commitment between us.
Done at.....on the.....

Signature.....

as.....
duly authorized to sign the offer for and
on behalf of.....

Annex 5: Model of Bid Bond

Addressed to the Mayor, Kumbo Council, "the Contracting Authority"

Considering that the Contractor....., Herein referred to as "the Bidder" has submitted its bid dated..... for the execution of the works of construction of a multi-purpose pitch and four (4) playgrounds in Bamenda in four (4) lots: lot....., herein designated "the offer" and for which he will join a provisional bond equivalent to [amount] CFA,

We..... [name and address of bank], represented by..... [names of signatories], herein designated "the bank" declare to guarantee the payment to the Contracting Authority of the maximum sum of [amount] CFA francs, that the bank undertakes to pay in full to the Contracting Authority, obliging itself, its successors and assignees.

The conditions of this obligation are:

If the Bidder withdraws the offer during the validity period specified by him in the act of submission; or

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

- Fails to sign or refuses to sign the contract, when he is required to do so;

- Fails to submit or refuses to provide the definitive bond of the Contract (final bond) as provided therein.

We undertake to pay to the Contracting Authority an amount up to the maximum sum specified above, upon reception of his first written request, without the Contracting Authority having to substantiate his request, provided that in his request the Contracting Authority mentioned that the amount he claims is due him because one of the above conditions, or both, are true, and he shall specify which condition(s) is (are) concerned.

This guarantee shall enter into force upon signature and as from the deadline set by the Contracting Authority for the submission of tenders. It will remain valid until the ninetieth day included following the end of the period of validity of tenders. Any request from the Contracting Authority should reach the bank by registered letter with acknowledgment of receipt before the end of the period of validity.

This bond is subject to its interpretation and execution under the Cameroonian law. Cameroonian courts will be the exclusive jurisdictions to adjudicate on all matters relating to this engagement and its aftermath.

Signed and authenticated by the bank

at.....on.....

[Signature of the bank]

Annex6: Model of final bond

Bank:

Reference of bond: No.....

Addressed to the Mayor, Kumbo Council in Cameroon, hereinafter referred to as "the Contracting Authority"

Considering that..... [name and address of Contractor], herein designated "the Contractor" has undertaken, in execution of the Contract designated "the Contract" for the execution of the works of construction of a multi-purpose pitch and four (4) playgrounds in Bamenda in four (4) lots: lot.....;

Considering that it is stipulated in the contract that the Contractor will submit to the Contracting Authority a final bond, of an amount equal to 3% of the amount inclusive of all taxes to the corresponding Contract, as guarantee of good finish of the execution of his obligations under the conditions of the Contract;

Considering that we have agreed to give the Contractor such guarantee bond;

We..... [name and address of bank] represented by [name of signatory]

herein designated "bank", we promise to pay to the Contracting Authority, within a maximum of four (04) weeks, upon written request of the latter declaring that the Contractor has not met its contractual commitments under the contract, without being able to delay payment or raise objection for any reason whatsoever, all the amount up to the sum of..... [in figures and words].

We agree that no change or addendum or modification to the contract will liberate us of any obligation incumbent upon us in virtue of the present final bond and we derogate hereby to any notification of any modifications, additions or changes.

This final bond shall enter into force upon signature and upon notification to the Contractor by the Contracting Authority, the approval of the contract. It will be released within a time limit of one month after the date of provisional reception.

After that date, the bond will be of no effect and will be returned to us without explicit request from us.

Any claim made by the Contracting Authority under this warranty must be made by registered letter with acknowledgment of receipt, and should reach the bank during the period of validity of this commitment.

This final bond is subject to its interpretation and execution under the Cameroonian law. Cameroonian courts will be the exclusive jurisdictions to adjudicate on all matters relating to this engagement and its aftermath.

Signed and authenticated by the bank at..... on the,.....

Annex 7: Model of start-up advance bond

Bank: reference, address..... We, the undersigned (bank address) hereby declare by the present bond, on behalf of: [holder], to the benefit of Contracting Authority

The
("The beneficiary")

Mayor,

Kumbo

Council

The payment, without any contestation, on receipt of the first beneficiary's written request, stating that..... [the holder] has not fulfilled its obligations relating to reimbursement of the start-up advance following the conditions of the Contract N°..... of the..... relating to the execution of the works of construction of a multi-purpose pitch and four (4) playgrounds in Bamenda in four (4) lots under the emergency procedure: lot..... the maximum total amount corresponding to the advance of twenty (20)% of the amount inclusive of all taxes of the Contract N°..... payable upon notification of the corresponding service order, that is: CFA. The present bond will enter into force and take effect upon reception of respective shares of this advance in the accounts of[owner] open in the bankunder the N°.....

It will remain in force until the advance is repaid in accordance with the procedure laid down by the GAC. However, the amount of the bond will be reduced proportionately to the reimbursement of the advance in proportion as the reimbursement.

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

Signed and authenticated by the bank
at..... on the.....

[Signature of the bank]

Annex 8: Model of guarantee retention bond

Bank:

Reference of bond: No.....

Addressed to the Mayor, Kumbo Council, hereinafter referred to as "the Contracting Authority"

Considering that..... [name and address of Contractor], herein designated "the Contractor" has undertaken, in the execution of the works of construction of a multi-purpose pitch and four (4) playgrounds in Bamenda in four (4) lots under the emergency procedure: lot.....;

Considering that it is stipulated in the contract that the guarantee retention fixed at [percentage less than 10% to be specified] of the amount to the Contract can be replaced by a solidary bond,

Considering that we have agreed to give the Contractor such bond;

We..... [name and address of bank]

represented by..... [name of signatories], and herein referred to as "the bank",

Consequently, we affirm by the present that we stand surety for and responsible toward the Contracting Authority, in the name of the contractor, for a maximum amount of [in figures and letters], corresponding to [percentage less than 10% to be specified] of the amount of the contract.

And we guarantee the payment to the Contracting Authority, in a maximum time limit of eight (8) weeks, on his simple written request declaring that the contractor has not honoured his contractual obligations or he is found debtor of the Contracting Authority in the framework of the contract modified where there is by its addendum, without deferring the payment nor bringing up contestation for whatever motive, all sum(s) in the limit of the amount equal to [percentage less than 10% to be specified] of the accrued amount of the works figuring in the final bill, without that the Contracting Authority has to prove or to give reasons no motif of his request for the amount of the sum indicated above.

We agree that no change or additive or any other modification to the contract shall relieve us of any obligation regarding us in virtue of the present guarantee and we derogate by the present to the notification of any modification, additive or change.

The present bond comes into effect as from its signature. It will be liberated in a time limit of thirty (30) days as from the date of the final reception of works, and on release delivered by the Contracting Authority.

Any request for payment formulated by the Contracting Authority in the framework of the present bond must be made by registered letter with acknowledgement of receipt, reaching the bank during the period of validity of the present engagement.

The present bond is subject for its interpretation and its execution under Cameroonian law. The Cameroonian courts shall be the only competent to statue on all that which concern the following engagement and its aftermath.

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

Document No. 12: Preliminary studies

1. Attach the preliminary studies.
2. Indicate
 - 2.1. The date studies were carried out;
 - 2.2. The name of the public or private Project Manager
 - 2.3. References of the contract, if Private Manager carried it out;
- 2.4. If maintenance works
 - 2.4.1 Description of the studies;
 - 2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
- 2.5. Rehabilitation or new works
 - 2.4.3 Are quantities in the quotations the same as those of the studies?
 - 2.4.4 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
 - 2.4.5 Attach the said studies.

N.B. For services of less scope, the Contracting Authority may furnish a justification of calculation of quantities of the tender file.

- *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*

Document No. 13:
List of banking establishments and
financial bodies authorised to issue bonds
for public contracts

LISTS OF BANKING ESTABLISHMENTS AND FINANCIAL INSTITUTIONS DEFINATELY AUTHORISÉD TO ISSUE BONDS IN THE FRAMEWORK OF PUBLIC CONTRACTS.

I- BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Camerounaise des petites et moyennes entreprises (BC-PME)
4. Banque Gabonaise pour le Financement International (BGFI BANK)
5. Banque International du Cameroun pour l'Épargne et le Crédit (BICEC)
6. Bank of Africa Cameroon (BOA Cameroun)
7. CITI Bank Cameroun
8. Commercial Bank of Cameroon (CBC)
9. Ecobank Cameroun (ECOBANK)
10. National Financial Credit Bank (NFC)
11. Société Camerounaise de Banque au Cameroun (SCB-Cameroun)
12. Société Générale de Banque au Cameroun(SGC)
13. Standard Chartered Bank Cameroon (SCBC)
14. Union Bank of Cameroon(UBC)
15. United Bank for Africa(UBA)

II- Insurance companies

16. Activa Insurance
17. Zenithe Insurance SA BP Douala
18. Aréa Assurances S.A
19. Atlantique Assurances S.A
20. Beneficial General Insurance S.A
21. Chanas Assurances S.A
22. CPA S.A
23. Nsia Assurances S.A
24. Pro Assur S.A
25. SAAR S.A
26. Saham Assurances

LIST OF AUTHORISED CIVIL ENGINEERING LABORATORIES

PART 13
LIST OF AUTHORISED CIVIL ENGINEERING LABORATORIES

N°	Nom du laboratoire ;	Catégorie	Groupes d'essai
0	Laboratoire national de Génie Civil (Labogénie) BP 349 Yaoundé Tél : 22 33 33 06/ Fax : 22 30 24 55	Laboratoire de référence	Tout type d'essais
1	BAMBUIY ENGINEERING SERVICES AND TECHNIQUES (Best) BP : 120 Bamenda – Tél. : 33 36 23 21 Fax : 33 36 38 48	B	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques Groupe V : Résines/Produits Bitumineux/ Bitumes. Groupe VI : Auscultation des chaussées/Bâtiments et Ouvrages d'Art Groupe VII : Peintures et Produits Chimiques
2	BHYGRAPH GEOTECHNIQUE S.A BP : 4 475 Yaoundé – Tél. :22 12 84 13 75 92 81 66	B	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques Groupe V : Résines/Produits Bitumineux/ Bitumes. Groupe VI : Auscultation des chaussées/Bâtiments et Ouvrages d'Art Groupe VII : Peintures et Produits Chimiques
3	Bureau de Recherches, d'Études et de Contrôles Géotechniques (BRECG) BP : 7 889 Yaoundé – Tél. :22 22 08 21	B	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques Groupe IV : Aciers/Bois Groupe V : Résines/Produits Bitumineux/ Bitumes.

	99 97 05 74		<p>Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art</p> <p>Groupe VII : Peintures et Produits Chimiques</p>
4	<p>Bureau d'Investigations Géotechniques (BIG)</p> <p>BP : 4 475 – Tél. :22 12 84 13 Yaoundé 75 92 81 66</p>	B	<p>Groupe I : Sols et Fondations</p> <p>Groupe II : Granulats</p> <p>Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques</p> <p>Groupe V : Résines/Produits Bitumineux/ Bitumes.</p> <p>Groupe VI : Auscultation des chaussées/Bâtiments et Ouvrages d'Art</p> <p>Groupe VII : Peintures et Produits Chimiques</p>
5	<p>INFRA- SOL</p> <p>BP : 3 256 – Tél. :22 23 85 54 Yaoundé 99 68 87 40</p>	B	<p>Groupe I : Sols et Fondations</p> <p>Groupe II : Granulats</p> <p>Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques</p> <p>Groupe IV : Aciers/Bois</p> <p>Groupe V : Résines/Produits Bitumineux/ Bitumes.</p> <p>Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art</p>
6	<p>GEOFOR S.A</p> <p>BP: 1 983 – Tél. : 33 43 96 18 Douala 99 94 82 28</p>	B	<p>Groupe I : Sols et Fondations</p> <p>Groupe II : Granulats</p> <p>Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques</p> <p>Groupe IV : Aciers/Bois</p> <p>Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art</p> <p>Groupe VII : Peintures et Produits Chimiques</p>
7	<p>GEOLAB SARL</p> <p>BP : 15 168 – Tél. :22 10 20 96 Yaoundé 672 17 10 76</p>	B	<p>Groupe I : Sols et Fondations</p> <p>Groupe II : Granulats</p> <p>Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques</p> <p>Groupe IV : Aciers/Bois</p> <p>Groupe V : Résines/Produits Bitumineux/ Bitumes.</p> <p>Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art</p>
8	<p>LE COMPETING</p> <p>BP : 4 475 – Tél. :22 21 59 88 Yaoundé 75 92 81 66 99 50 11 77</p>	B	<p>Groupe I : Sols et Fondations</p> <p>Groupe II : Granulats</p> <p>Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques</p> <p>Groupe V : Résines/Produits Bitumineux/ Bitumes.</p> <p>Groupe VI : Auscultation des chaussées/Bâtiments et Ouvrages d'Art</p> <p>Groupe VII : Peintures et Produits Chimiques</p>
9	<p>SOIL AND WATER INVESTIGATIONS</p> <p>BP : 5 640 – Tél.: 22 21 32 46 Yaoundé 77 70 75 01</p>	B	<p>Groupe I : Sols et Fondations</p> <p>Groupe II : Granulats</p> <p>Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques</p> <p>Groupe IV : Aciers/Bois</p> <p>Groupe V : Résines/Produits Bitumineux/Bitumes</p> <p>Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art</p> <p>Groupe VII : Peintures et Produits Chimiques</p>
10	<p>Sol Solution Afrique Centrale</p> <p>BP : 5 983 – Tél. :33 01 96 23 Yaoundé 77 77 73 09</p>	B	<p>Groupe I : Sols et Fondations</p> <p>Groupe II : Granulats</p> <p>Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques</p> <p>Groupe IV : Aciers/Bois</p> <p>Groupe V : Résines/Produits Bitumineux/ Bitumes.</p> <p>Groupe VI : Auscultation des chaussées/ Bâtiments et Ouvrages d'Art</p> <p>Groupe VII : Peintures et Produits Chimiques</p>

11	BISMOS CAMEROUN Sarl BP: 1 995 – Tél.: 22 14 40 85 Yaoundé: 99 94 65 10	C	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques
12	Centre d'Etude et de Contrôle Géotechniques (CECG) BP : 7 859 Yaoundé – Tél. : 222 25 72 43 / 699 51 72 75 / 699 51 86 29 Email : cecg_yiba@yahoo.fr	C	Groupe I : Sols et Fondations Groupe II : Granulats, à l'exception des essais DEVAL et LOS ANGELES Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques
13	GEO WATER ENGINEERING (GWE) BP: 4 865 Douala – Tél.: 233 01 54 93 / 696 60 64 04 / 699 75 93 38 Email : geowateng@yahoo.fr	C	Groupe I : Sols et Fondations Groupe II : Granulats, à l'exception des essais DEVAL et LOS ANGELES Groupe III : Liants hydrauliques/Bétons/ Mortiers/Tuiles/Produits Céramiques
15	A-Z CONSULTING BP : 33 626 Yaoundé – Tél. : 242 19 49 37 / 677 63 38 61	C	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques Groupe V : Résines/Produits Bitumineux/ Bitumes
16	Bureau expertise Technique et Géotechnique BP : 6 429 Yaoundé – Tél. : 233 01 47 17 / 677 71 67 37	C	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques
17	Consulting Géotech studies and Planning (C.G.S.P.) SARL BP : 20 298 Yaoundé – Tél. : 694 708 564 / 690 716 810	C	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques Groupe V : Résines/Produits Bitumineux/ Bitumes
18	PRO CIVIL SOLID SARL BP: 15 732 Yaoundé – Tél.: 677 075 119 / 666 317 221	C	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques
19	Soil and Concrete Laboratory (S.C.L) SARL BP: 5 419 Douala – Tél.: 699 909 449	C	Groupe I : Sols et Fondations Groupe II : Granulats Groupe III : Liants hydrauliques/Bétons/Mortiers/Tuiles/Produits Céramiques

Document No. 14:
Architectural drawings