

RÉPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTÈRE DE DÉCENTRALISATION ET
DEVELOPPEMENT LOCAL

RÉGION DU NORD OUEST

DÉPARTEMENT MEZAM

COMMUNE DE BALI

P.O BO 156

EMAIL: balicouncil2020gmail.cm



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

BALI COUNCIL

B.P. 156

Date:

BALI COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

N° 02/ONIT/BC/BCITB/2026 OF 21/08/2026 FOR THE
SENSITISATION CAMPAIGN AND TRAINING OF BIKE RIDERS
IN BALI SUB DIVISION, MEZAM DIVISION IN THE NORTH
WEST REGION BY EMERGENCY PROCEDURE.

PROJECT OWNERS: THE MAYOR, BALI COUNCIL.

FINANCING: ROAD FUND - 2026

BUDGET HEADS

MAY 2026

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MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

BALI COUNCIL

B.P. 156

Date: 21 AOUT 2026

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER No. __02_/ONIT/BC/BCITB/2026OF
21/08/2026 FOR THE SENSITISATION CAMPAIGN AND TRAINING OF BIKE RIDERS
IN BALI SUB DIVISION, MEZAM DIVISION IN THE NORTH WEST REGION BY
EMERGENCY PROCEDURE

1. Subject of the Invitation to Tender:

Within the framework of the 2026 allocation for decentralisation, the Mayor of BALI Council, Contracting Authority hereby launches an Open National Invitation to Tender FOR THE SENSITISATION CAMPAIGN AND TRAINING OF BIKE RIDERS in BALI SUB DIVISION.

2. Nature of work:

- Identifying and surveying all densely populated zones in the council;
- Classifying those zones according to their level of exposure to road accidents;
- Selecting a sample of zones to organise education and sensitisation activities on road safety;
- Planning such sensitisation days with the support of the leaders of vulnerable zones;
- Training youth leaders as peer educators through capacity enhancement workshops on some basic notions in road safety;
- Organizing public sensitization events in all vulnerable zones selected.

3. Participation and origin

Participation to this Invitation to Tender is opened to Cameroonian consultancy firms with documented experience in road safety projects and in compliance with Cameroon laws.

4. Financing: ROAD FUND 2026

5. Estimated cost

The estimated cost after preliminary studies is 15 000 000FCFA (Fifteen million Francs)

6. Consultation of Tender File:

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

7. Acquisition of Tender File:

The file shall be obtained from the SIGAMP office at BALI Council, as soon as this notice is published against payment of the sum of 30 000 CFA francs (Thirty thousand Francs CFA), payable at the BALI Council Municipal Treasury, representing the cost of purchasing the Tender File.

8. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies labelled as such, should reach the SIGAMP office at BALI Council, on theat **10:00 AM** local time and should carry the inscription:

<< **OPEN NATIONAL INVITATION TO TENDER N° 02 /ONIT/BC/BCITB/ 2026 OF 27/08/2026 FOR THE SENSITISATION CAMPAIGN AND TRAINING OF BIKE RIDERS IN BALI SUB DIVISION**

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

9. 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 N°. 12 of the Tender File, of an amount of **300 000 CFA (Three Hundred Thousand Francs CFA)** and valid for thirty (30) days beyond the date of validity of bids.

N.B. The said guarantee must be accompanied by a consignment receipt issued by the “**Caisse Dépôt et Cosignation (CDEC)**” in accordance with Circular letter N° 0000019/L/MINMAP of 5th June 2024 relating to the constitution of deposits, retention, restitution and deconsignment of bonds on public contracts

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 two phases. The opening of the administrative documents and Technical proposals will take place on the 16/09/2026 at **11:00 am** local time, in the conference hall of the BALI Council, by the BALI Council Internal Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice. The opening of financial

bids shall take place after the analysis of technical proposals and shall only concern bidders whose technical score is 70/100 or above.

12. 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 **90 Days**

Evaluation criteria

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

13 Eliminary criteria

1. -Absence or non-conformity of an element in the administrative file; not regularised after 48hrs from opening time.
2. False declaration or falsified documents;
3. Absence or insufficient bid bond
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. -Incomplete financial file;
6. Omission of a unit price in the financial bid;
7. Change of quantity in the financial bid
8. Mismatch of quantified unit price with the sub details and bills
9. Technical score below 70/100.
10. Absence of CDEC Receipt and categorisation certificate in their domain concern
11. Absence of purchase receipt of tender

14. Essential criteria

N°	Criteria	Notation
1	General presentation of the Tender File	01 point
2	Bidder's experience in similar projects	01 point
3	Understanding of the terms of reference	02 points
4	Methodology and work plan	04 points
5	Quality of the personnel	03 points
	Total	11 points

15. Award

The Contract will be awarded to the bidder who combines the highest technical score and the most favourable financial offer with the technical score accounting for 70% of the final score and the financial score accounting for 30%.

Absence of receipt of tender during opening.

15. Validity of bids

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

17. Complementary information

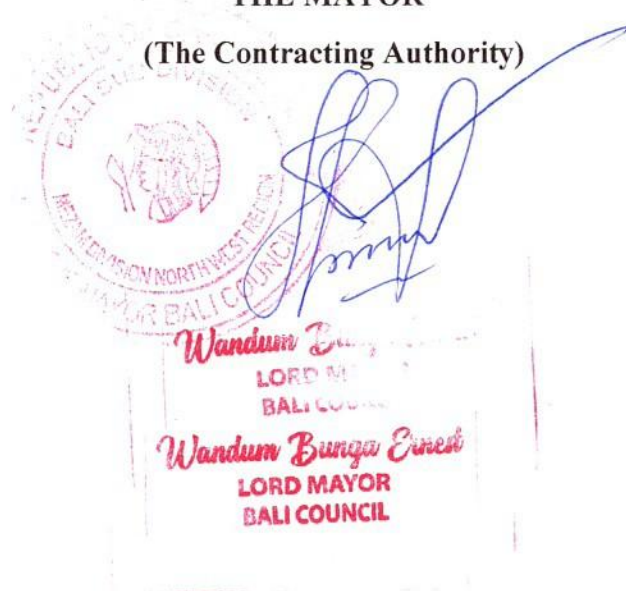
Complementary technical information may be obtained during working hours from the BALI Council.

Done at BALI on 27 AOUT 2026

THE MAYOR

(The Contracting Authority)

- DD MINMAP Mezam
- ARMP
- Chairperson of TB
- The project owner
- Notice Board



DOCUMENT No. 1

AVIS D'APPEL DOFFRES

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**MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT**

NORTH WEST REGION

MEZAM DIVISION

BALI COUNCIL

B.P. 156

Date:

21 AOUT 2026

APPEL D'OFFRES NATIONAL OUVERT

**N0.02..../AONO/CB/CIPM/2026 DU 21/08/2026 POUR LA CAMPAGNE DE
SENSIBILISATION ET DE FORMATION DES MOTOCYCLISTES DANS
L'ARRONDISSEMENT DE BALI, DEPARTEMENT DE LA MEZAM**

EN PROCEDURE D'URGENCE

FINANCEMENT : BUDGET FONDS ROUTIER 2026

1 - OBJET

Dans le cadre de l'exécution du budget autonome Fonds Routier 2026, le Maire de la Commune de BALI invite les Bureaux d'études intéressés à soumissionner intitulé **CAMPAGNE DE SENSIBILISATION ET DE FORMATION DES MOTOCYCLISTES DANS L'ARRONDISSEMENT DE BALI**

2- CONSISTANCE DES TRAVAUX

La nature des prestations est clairement définie dans les termes de références de la mission et consiste essentiellement à :

- Identification et cartographie de toutes les zones densément peuplées de la commune ;
- Classification de ces zones selon leur niveau d'exposition aux accidents de la route ;
- Selection des zones pilotes pour l'organisation des activités d'éducation et de sensibilisation sur la sécurité routière ;
- Planification des journées de sensibilisation avec le concours des leaders des zones vulnérables ;
- Formation des jeunes leaders comme pairs éducateurs à travers les ateliers de formation sur les notions de base de la sécurité routière ;
- Organisation des campagnes publiques de sensibilisation dans toutes les zones à risques identifiées

3 - PARTICIPATION

Le présent appel d'offres est ouvert aux entreprises ayant des expériences dans ce domaine.

4 - FINANCEMENT

Les études seront financées par le budget du fonds routier 2026

5 - BUDGET PREVISIONNEL

Le coût prévisionnel des prestations est de **QUINZE millions (15, 000,000) frs cfa.**

6 – CONSULTATION

Le dossier d'appel d'offres peut être consulté aux heures ouvrables aux Services de SIGAMP de la commune de BALI

7 - ACQUISITION DU DOSSIER D'APPEL D'OFFRES.

Le Dossier d'appel d'offre peut être obtenu aux Services SIGAMP de la Commune de BALI Tel :, Sur présentation d'une quittance de versement de la recette Municipale de la commune de BALI d'une somme non remboursable de **trente mille(30,000) francs cfa** Pendant le retrait du dossier d'appel d'offres, chaque soumissionnaire devra laisser son adresse complète.

8 - REMISE DES OFFRES

L'offre établie en Anglais ou en Français en Sept exemplaires [un original et six copies marqués comme tels] devra parvenir au secrétariat particulier, contre récépissé au plus tard le 16/09/2026 à **10 heures** et portera l'inscription :

APPEL D'OFFRES NATIONAL OUVERT

N0.02.../AONO/CB/CIPM/2026 DU 21/08/2026 POUR LA CAMPAGNE DE SENSIBILISATION ET DE LA FORMATION DES MOTOCYCLISTES DANS L'ARRONDISSEMENT DE BALI, DEPARTEMENT DE LA MEZAM

EN PROCEDURE D'URGENCE

“A n'ouvrir qu'en séance de dépouillement ”

9 – RECEVABILITE DES OFFRES

Chaque soumissionnaire devra joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé de finances et dont la liste figure dans le présent dossier d'appel d'offres, d'un montant de **(300,000) frs cfa** Toutes les cautions de soumissions seront valables pendant quatre-vingt (90) jours au-delà de la date originale de validité des offres.

N.B. Ladite garantie doit être accompagnée d'un récépissé de consignation délivré par la Caisse des Dépôts et Consignations (CDEC), conformément à la circulaire n° 0000019/L/MINMAP du 5 juin 2024 relative à la constitution, à la retenue, à la restitution et à la mainlevée des cautions dans le cadre des marchés publics.

Sous peine de rejet, les autres pièces administratives devront être impérativement 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 devront obligatoirement dater de moins de trois (3) mois précédant la date de dépôt des offres et avoir été établies postérieurement à la date de la signature de l'avis d'appel d'offres.

Toute offre non-conforme aux prescriptions du présent avis et du dossier d'appel d'offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréé par le Ministère chargé des Finances ou le non-respect des modèles des pièces du DAO, entraînera le rejet de l'offre.

10 - OUVERTURE DES OFFRES

Les offres seront ouvertes à la Salle de conférence de la commune de BALI le 16/09/2026 à **11 heures, heure locale**, par la commission interne de passation des marchés auprès de la Commune de BALI en présence des soumissionnaires désirant être présent ou leurs représentant dûment mandaté ayant une parfaite connaissance de leur offre

11 - DELAI D'EXÉCUTION

Le délai maximal pour l'exécution des travaux est de [3] mois à compter de la notification de l'Ordre de service de démarrage des travaux.

12- PRICIPAUX CRITERES ELIMINATOIRES

Les offres pourront être rejetées dans l'un des cas ci-après :

- Dossier administratif incomplet 48 heures après l'ouverture des plis comme le stipule l'article 92 alinéa 2 du décret No. 2018/366 du 20 juin 2018 instituant le code des marchés publics
- Fausse déclaration ou document falsifié
- Offres technique/ financière incomplète
- Non-conformité au DAO
- Non obtention d'au moins 70% des points dans les critères de qualification
- Absence de la caution de soumission
- Absence de CDEC et certificat de categorisation dans de domain concernee
- Absence d'achat de DAO

13 – LES PRICIPAUX CRITERES DE QUALIFICATION

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

N°	Criteria	Notation
1	General presentation of the Tender File	01 point
2	Bidder's experience in similar projects	01 point
3	Understanding of the terms of reference	02 points
4	Methodology and work plan	04 points
5	Quality of the personnel	03 points
	Total	11 points

Seuls les soumissionnaires ayant obtenu au moins 70% des points seront éligibles pour l'analyse financière

14 – VALIDITE ET DUREE DES OFFRES

Les Soumissionnaires resteront engagés par leur offre pendant une période [60] jours à compter de la date limite fixée pour leur remise.

15 – RENSEIGNEMENTS COMPLEMENTAIRES

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service des SIGAMP de la commune deBALI, Tel: +237

Ampliation :

- MINMAP
- ARMP Président CIPM
- Affichage
- Archives/Chrono



DOCUMENT NO. 2:
GENERAL REGULATIONS OF THE INVITATION TO TENDER

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

1.1 The Contracting Authority as defined in the Special Regulations of the Invitation to Tender hereby launches an Invitation to Tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.

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

1.2 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 two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

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

4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

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

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

i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or

ii) Presents more than one bid within the context of Invitation to Tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.

iii) The Contracting Authority 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;

(v) Availability of indispensable equipment.

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

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

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

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

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

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

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

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

Document No. 1. The tender notice;

Document No. 2. The General Regulations of the Invitation to Tender;

Document No. 3. The Special Regulations of the Invitation to Tender;

Document No. 4. The Special Administrative Conditions;

Document No. 5. The Special Technical Conditions;

Document No. 6. The schedule of unit prices;

Document No. 7. The bill of quantities and estimates;

Document No. 8. The sub details of unit prices;

Document No. 9. Model documents of the Contract:

- a. The execution schedule;
- b. Model of forms presenting the equipment, personnel and references;
- c. Model bidding letter;
- d. Model bid bond;
- e. Model final bond;
- f. Model of bond of start-off advance;
- g. Model of guarantee in replacement of the retention fund;
- h. Model Contract;

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 12. 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 to be authentic.

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents 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 Terms of Reference (STC).

b.4 Commentaries (optional)

A commentary on the Terms of Reference 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 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:

- 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";

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

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

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

Article 16: Validity of bids

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or 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(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.2 The external and internal envelopes:

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

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

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

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

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

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

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

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

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

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

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

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified

in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

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

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the 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 into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or 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. 3: SPECIAL REGULATION OF THE INVITATION TO TENDER
(SRIT)**

References of the General regulations	General
1.1	Definition of works: Social Mobilisation for Road Safety in BALI Council Name and address of the Contracting Authority: The Mayor,BALI Council, Reference of Invitation to Tender: N°...../ONIT/BC/BCITB/2026OF2026
1.2	Execution deadline: Sixty (60) days

Special regulations of the Invitation to Tender

2.1	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2026 Budget of the Road Fund.
4.1	List of pre-qualified candidates, not applicable
5.1	

Evaluation criteria

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

A. Eliminatory criteria

- B. -Absence or non-conformity of an element in the administrative file; not regularised after 48hrs from opening time.
- C. False declaration or falsified documents;
- D. Absence or insufficient bid bond
- E. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- F. -Incomplete financial file;
- G. Omission of a unit price in the financial bid;
- H. Change of quantity in the financial bid
- I. Mismatch of quantified unit price with the sub details and bills
- J. Technical score below 70/100.
- K. Absence of CDEC Receipt

L. Essential criteria

N°	Criteria	Notation
1	General presentation of the Tender File	01 point
2	Bidder's experience in similar projects	01 point
3	Understanding of the terms of reference	02 points
4	Methodology and work plan	04 points
5	Quality of the personnel	03 points
	Total	11 points

The criteria relating to the qualification of candidates could be indicative on the following:
The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

The Contract will be awarded to the bidder who combines the highest technical score and the most favourable financial offer with the technical score accounting for 70% of the final score and the financial score accounting for 30%.

ARTICLE 6: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the tenderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE TENDER.

The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative Documents**
- B) Technical Documents**
- C) Financial Documents**

5.1 External envelope.

Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.

<< OPEN NATIONAL INVITATION TO TENDER N°...../ONIT/BC/BCITB /2026 OF/...../2026 FOR THE SENSITISATION CAMPAIGN AND TRAINING OF BIKE RIDERS IN BALI SUB DIVISION IN MEZAM DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE.>>

“TO BE OPENED ONLY DURING THE BID-OPENING SESSION”

N.B: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.

8.2 Internal envelopes

Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labelled;

<<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>> and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months.
A.5	Purchase receipt of Tender File issued by the BALI Council's treasury
A.6	A bid bond of 300 000 FCFA (three hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid fiscal conformity
A.10	valid taxpayer's card,
A.11	Attestation and plan of localization of the enterprise
A.12	SAC initialled on all the pages and signed on the last page.
A.13	CDEC Receipt and categorisation in their respective domain concern

The absence or the nonconformity of the one of these documents will result in the elimination of the offer after 48hrs of no correction after opening

The second Internal Envelope shall be labelled<<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

B.1	General presentation of the Tender Files		
	- Document spirally bound - Table of content page - Colour sheets separation apart from white - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed Contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (Minutes of final reception for the last five years) Minimum acceptable: 01 Contract realized in the domain of Road safety sensitisation over the past 05 years		
	1 st Reference		
B.3	QUALIFICATION AND EXPERIENCE OF KEY STAFF		
B.3.1	Head of mission: A road safetyExpert		
	Qualification of the Head of Mission: Atleast a Bachor's degree (BAC+3),		
	Professional experience in Road safety projects: ≥ 3 years' ➤ CV signed by the candidate, ➤ A certified copy of Bachelor's degree ➤ Certified copy of id card ➤ Attestation of availability		
B.3.2	01 Social communication expert		
	Qualification of the Social communication expert: At least a bachelor's degree (BAC+3)		
	Professional experience of the Social Communication: ≥ 03 years ➤ CV signed by the candidate, ➤ A certified copy of the Bachelor's degree ➤ Certified copy of id card ➤ Attestation of availability		
B.3.3	01 First aid monitor		
	Professional Certification from a recognised body, A NURSE/ RED		

.	CROSS or its equivalence Professional experience: ≥ 03 years ➤ CV signed by the candidate, ➤ A certified copy certificate ➤ Certified copy of id card ➤ Attestation of availability		
B.4	COMMENTS ON THE TERMS OF REFERENCE		
B.4.2	Understanding of the context and statement of the societal question the project is intended to solve		
B.4.3	Comments on the objectives and expected results		
B.5	METHODOLOGY AND WORK PLAN		
B.5.1	Exploratory investigation		
B.5.2	Operational planning		
B.5.3	Perpetuation of the benefits of the project		
B.5.4	Pertinent sequencing of project activities (work plan)		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (See ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides from the original as well as in the copies, so as to facilitate its examination

Supply price

ARTICLE 8: Currency of payment

This National Invitation to Tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to Tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit Schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers.

ARTICLE 9:Transport and delivery

The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

ARTICLE 10:Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **300 000FCFA**(three hundred thousand FCFA).

The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

It will have to be made up in the twenty (20) days following the notification of the signature of the Contract in a bank approved by the Minister in charge of Finances.

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers.

If at the end of this period, the Contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 12: A number of copies of the offer which must be filled and sent

The tender, as all the parts accompanying it will have to be given in six (07) copies, including one (01) original and five (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

<< OPEN NATIONAL INVITATION TO TENDER N°...../ONIT/BC/BCITB /2026 OF /.... /2026FOR THE SENSITISATION CAMPAIGN AND TRAINING OF BIKE RIDERS IN BALISUB DIVISION>>

TO BE OPENED ONLY DURING THE OPENING SESSION»

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest /.../2026at , by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

THE MAYOR, BALI COUNCIL

CONTRACTING AUTHORITY

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Conference Hall of BALI Council on /...../2026as from , by the BALI Council Internal Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the most favourable combination of technical and financial scores, with technical score accounting for 70 percent of the final score and the financial accounting for 30 percent.

The decision carrying attribution of the Contract will be published by way of press release or any other means of publication of use in the Administration.

If the Contract passed on the basis of technical alternative suggested by the bidder, the Contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer.

The Contracting authority reserves the right not to take action on an Invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of work the Contractor must receive a letter of mission from the Mayor of BALI authorising the team of experts to operate on the field in BALI Council.

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

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Chapter I: General

Article 1: Subject of Contract

The subject of this Contract shall be the Social Mobilisation for Road Safety in BALI Council, Mezam Division of the North West Region.

Article 2: Contract award procedure

This Contract shall be awarded by Open National Invitation to Tender N°...../ONIT/BC/BCITB/ 2026OF/...../2026

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

3.1 General definitions (cf. Code)

- **The Contracting Authority shall be the Mayor of BALI Council.** He 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 shall be the Divisional Delegate of Transport for Mezam Division,** hereinafter referred to as the Engineer.
- **The Project Owner is The Mayor of BALI Council.** He represents the beneficiary administration of the works. He ensures respect of the administrative, technical and financial conditions and Contractual deadlines.
- **The Project Manager shall be the Secretary General, BALI Council.** He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- **The Contractor shall be [to be specified].**

3.2 Payment

- The authority in charge of ordering payment shall be **The Mayor of BALI Council.**
- The authority in charge of the clearance of expenditures shall be.....
- The body or official in charge of payment shall be **the Road Fund.**
- The official competent to furnish information within the context of execution of this Contract shall be **the Secretary General of BALI Council.**

Article 4: Language, applicable law and regulation

1.2 The language to be used shall be *[English and/or French]*.

1.3 The Contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Contract.

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

Article 5: Constituent documents of the Contract (Article 4 of GAC)

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

- 1) The tender or commitment letter;

- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Terms of Reference (ToR);
- 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 General Technical Condition(s) applicable on the services forming the subject of the Contract *[insert and indicate, where need be, names and references]*.

Article 6: General instruments in force

This Contract shall be governed by the following general instruments *[to be adapted according to the case]*:

1. Instruments governing the various professional bodies;
2. Decree No. 2001/048 of 23rd February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
3. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
4. Decree No. 2012/074 of 8th March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
5. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
6. Circular No. 001/CAB/PR of 19th June 2012 relating to the award and control of execution of Public Contracts;
7. Applicable standards;
8. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

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

- a) In the case where the Contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the *[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, Contract Engineer, Project Manager and where need be, within the same deadline.

c) In the case where the Contracting Authority is:

Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

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

Article 8: Administrative Orders (Article 8 of GAC)

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

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

8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.

8.3 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the Contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.

8.4 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the Contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.

8.5 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.

8.6 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.

8.7 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

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

Not applicable

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

10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).

10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties [*to be specified where need be*].

Chapter II: Financial conditions

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

11.1 Final bond

The final bond shall be set at 2 % of the amount of the Contract, inclusive of all taxes.

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

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

11.2 Performance bond

Not applicable.

11.3 Guarantee of start-off advance

Not applicable

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

- For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the Contractor in the _____ bank.
- 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: Price variation (Article 20 of GAC)

- Prices shall be firm.
- Payments on account made to the Contractor as advances shall not be revisable.
- Revision shall be "frozen" upon expiry of the Contractual time-limit, except in the case of price reductions.
- Price updating modalities (not applicable)

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

(Not applicable)

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

(Not applicable)

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

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

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

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

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

This Contract is at [*unit price, all-in price or unit and all-in price*]

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

19.1 [*Indicate, where applicable, the modalities for payment of supplies*].

19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

No advances shall be paid for the execution of this contract.

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 Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

21.2 Monthly detailed account

No later than the fifth (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:

[100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the Contractor;

- *2.2 or 5.5 % paid to the public treasury as AIR due by the Contractor.*
- *7.5% or 15% paid into the public treasury as TSR due by the Contractor.*

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

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

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

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

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

A. Penalties for delay

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

- a) One two thousandth (1/2000th) 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;
- Late submission of insurances;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor.

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

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

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

25.1 *[Indicate the time-limit available to the Contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].*

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of 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 up to thirty (30) days to notify the corrected and approved draft to the Project Manager.*

25.3 *The Contractor has up to thirty (30) days to return the signed final detailed account.*

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

26.1 The Contract Manager or the Project Manager has up to thirty (30) days to *establish the general detailed account and forward to the Contractor after final acceptance.*

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

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

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

26.2 *The Contractor has up to thirty (30) days to return the signed final detailed account.*

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 means VAT included.

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

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

Chapter III: Execution of works

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

The works shall include especially: (position or volume of works)

(To be specified cf. Special Technical Conditions)

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **sixty (60) days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works *[or that fixed in this Administrative Order- to be specified]*.

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 (05)* copies at the beginning of each.

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

Not applicable

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)*:

- o *Liability insurance, business manager;*

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

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

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

a) Within a minimum deadline of *[fifteen (15) days]* from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in *[six (6)]* copies for the approval of *[Contract Manager after the endorsement of the 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.

Two (2) 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 Contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

c) 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.

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

Not applicable

Article 37: Implantation of structures

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

Chapter IV: Acceptance

Article 42: Provisional Acceptance

42.1 Pre- Acceptance Operations

Not applicable

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Contracting Authority (Chairman)
- 2- The Contract Engineer or his Representative..... (Secretary)
- 3- DDMINMAP/MEZAM or his representative.....(Observers)
- 4- The Contract Manager or his representative..... (Member)
- 5- The Project Manager (Member)
- 6- The Contractor or his Representative..... (Member)

The commission shall examine the report submitted by the contractor and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and signed by all the commission members.

Article 43: Guarantee Period.

Not applicable

Article 44: Article 45: Final acceptance (article 72 of the GAC)

Not applicable

Chapter V: Sundry provisions

Article 45: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;

- Default by the Contractor;
- Persistent non-payment for services.

Article 46: Case of force majeure (article 75 of the GAC)

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

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

Article 47: Disagreements and disputes (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 48: Production and dissemination of this Contract

[Twenty (20)] copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

Article 49 and last: Entry into force of the Contract

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

DOCUMENT NO. 6:
TERMS OF REFERENCE (TOR)

Terms of reference

I. Context and justification

Daily accounts on road accidents in Cameroon are abundant. Despite vigorous efforts by the public authorities to fight against road insecurity, there are still deaths due to road accidents on our roads.

In effect, official statistics show that on average, over the last ten (10) years, there have been about 1,200 occurring as a consequence of about 3,000 road accidents.

Unexpectedly, road accidents have become a serious public health hazard in the country because the loss of lives combines with numerous physical handicaps or emotional distresses. The above figures are a challenge the community of road users as well as the public authorities.

The former are mostly called upon to change their risky behaviour on the road, while the latter have the task of permanently reinventing public policies to address the complex and unending societal problem of road insecurity.

As far as the youth are concerned, whether they are educated or not, they are the most vulnerable. This is due to their ignorance or non-respect of basic road safety rules.

It is in this respect that the Ministry of Transport has been targeting this category of road users over the past years. The intention is to carry out specific sensitisation and capacity enhancement actions towards them, with the purpose of reducing the frequency and gravity of road accidents in our cities. It is in this purpose that the project FOR THE SENSITISATION CAMPAIGN AND TRAINING OF BIKE RIDERS in the BALI Council is being launched, not only to provide some youth leaders with some basic training on road safety, but also to offer them a unique opportunity for access to information, initiative and exchanges on the topic.

II. OBJECTIVES OF THE PROJECT

General objective

The project aims at reducing the frequency of accidents and the vulnerability of the people of BALI council to road accidents, and to gradually instigate a culture of road safety among the population.

Specific objectives

The specific objectives of the project are:

- To sensitise the youths in the council about the major stakes in road safety;

- To set up "Road safety clubs" within the most sensitive neighbourhoods;
- To provide training for some of the youths to become peer educators on road safety and first aid.

III. SCOPE OF WORK

The present assignment shall consist in:

1. Identifying and surveying all densely populated zones in the council;
2. Classifying those zones according to their level of exposure to road accidents;
3. Selecting a sample of zones to organise education and sensitisation activities on road safety;
4. Planning such sensitisation days with the support of the leaders of vulnerable zones;
5. Training youth leaders as peer educators through capacity enhancement workshops on some basic notions in road safety;
6. Organizing public sensitization events in all vulnerable zones selected.

IV. PLANNING OF THE MISSION

The time allocated for this project is three (03) months.

The project comprises a diagnosis of the behaviours of the target population on the road. The consultant shall use an interview guide to carry out a qualitative study of road insecurity among stakeholders in the area in order to elicit all pertinent information that can help understand the root causes of road insecurity. The study shall focus on the main risk factors in the area. On the basis of information collected through the study and through contacts with the leaders, the consultant shall clearly bring out:

- The main risk factors concerning road accidents in the most populated areas;
- The classification of the vulnerable zones of the council according to their level of exposure to road insecurity;
- The names of youth leaders identified as potential participants to training workshops and who are ready to sensitise their peers after the present mission so that its effects shall be long-lasting;
- The capacity enhancement needs of such stakeholders, as well as the workshop themes and sensitisation methods and materials.

At the end of the afore-mentioned activities, the consultant shall proceed with the operationalisation of the social mobilisation for road safety in the council, which shall comprise:

1. Onsite sensitisation in all selected zones using posters and other sensitisation materials bearing messages on how to use the road safely;
2. A training workshop for about forty (40) youths so as to make them peer educators on road safety in their respective neighbourhoods;
3. Actual field sensitisation comprising public informal discussions in the various pertinent areas, with the aim of at least one hundred (100) people who receive the message on road safety.

At the end of the project the consultant shall submit a final report comprising all indicators requested, as well as recommendations for the perpetuation of the effects of the project among the target population.

V. ROLES AND RESPONSIBILITIES

- The Mayor of BALI shall be responsible for the monitoring of the present project through the various indicators stated in the present terms of reference.
- The Divisional Delegate of Transport for Mezam shall ensure administrative facilitation for the project and follow up the activities of the consultant.
- The consultant shall be responsible for the technical and logistical implementation of the project, in conformity with the project description in the present terms of reference.

VI. QUALIFICATIONS REQUIRED

The consultant's team shall comprise the following:

Head of mission: A road safetyExpert with at least master's level (BAC+5), and at least ten (10) years' experience in road safety sensitisation.

Members:

- A social communication expert with at least bachelor's degree level (BAC+3) in either Communication, Socio-anthropology, Letters, and at least five (05) years' experience in road safety sensitisation

**UNIT PRICE SCHEDULE FOR THE SENSITIZISATION AND TRAINING OF
COMMERCIAL BIKE RIDERS ON ROAD SAFETY MEASURE AND
RESPONSIBLE BEHAVIOR IN BALI**

NO	DESCRIPTION	UNIT	Q'T Y	U.PRICE	UP IN WORDS
I	EXPERT FEES				
1	Head of mission: Road safety expert	Person/month			
2	Social Communication expert:	Person/month			
3	Support staff (02):	Person/month			
	SUBTOTAL I				-
II. COMMUNITY RADIO INFORMATION AND SENSITISATION					
4	Transport fees:	unit			
5	Mission Fees:	trip			
6	Community radio bills:	month			
7	Functioning of the mission:	Month			
	SUB TOTAL II				-
III. OTHER DIRECT COSTS					
8	Communication costs (telephone, internet, etc)	Month			
9	Training	Per activity			
10	acquisition of helmets	UNIT			
11	acquisition of chasubles	UNIT			
12	Reporting Costs:	Month			
	SUB TOTAL III				-
13	Driving Licence	unit			

Bill of quantities and estimates

**UNIT PRICE SCHEDULE FOR THE SENSITIZATION AND TRAINING OF
COMMERCIAL BIKE RIDERS ON ROAD SAFETY MEASURE AND
RESPONSIBLE BEHAVIOR IN BALI**

NO	DESCRIPTION	UNIT	Q'T Y	U.PRICE	UP IN WORDS
I	EXPERT FEES				
1	Head of mission: Road safety expert	Person/month	3		
2	Social Communication expert:	Person/month	3		
3	Support staff (02):	Person/month	6		
	SUBTOTAL I				-
II. COMMUNITY RADIO INFORMATION AND SENSITISATION					
4	Transport fees:	unit	1		
5	Mission Fees:	trip	1		
6	Community radio bills:	month	2		
7	Functioning of the mission:	Month	3		
	SUB TOTAL II				-
III. OTHER DIRECT COSTS					
8	Communication costs (telephone, internet, etc)	Month	3		
9	Training	Per activity	1		
10	acquisition of helmets	UNIT	100		
11	acquisition of chasubles	UNIT	100		
12	Reporting Costs:	Month	3		
	SUB TOTAL III				-

13 | Driving licence | unit | 100 |

THIS ESTIMATE IS CLOSED AT THE SUM OFCFAF

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

DESIGNATION :Studies and site installation					
No	Daily out put		Total quantity	Unit	Duration of activity
		No			
WORKMAN SHIP	Category		Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MECHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	

Document N^o. 10: Model Contract

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REGION DU NORD OUEST

DÉPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BALI

COMMUNE DE BALI

COMMISSION INTERNE DE
PASSATION DES MARCHES
PUBLICS



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

NORTH WEST REGION

MEZAM DIVISION

BALI SUB DIVISION

BALI COUNCIL

BALI COUNCIL INTERNAL
TENDERS BOARD

CONTRACT or JOBBING ORDER N° _____ JO/BC/BCITB/

2026 OF2026

Awarded after OPEN NATIONAL INVITATION TO TENDER N°/ONIT/BC/BCITB/ 2026 OF /2026 FOR THE SENSITISATION CAMPAIGN AND TRAINING OF BIKE RIDERS IN BALI COUNCIL.

Project Owner [*Indicate name and full address*]

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

P.O. Box _____, Tel: _____ Fax: _____

Business Registry No. _____ at

Taxpayer's No. _____

SUBJECT : *Execution of* _____ *works;*

Lot No. _____ ; *Network* _____

PLACE : Region _____

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN CFA F:

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

FINANCING : [*indicate the source of financing*]

BUDGET HEAD : [*to be completed*]

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

Between:

The Government of the Republic of Cameroon, represented by _____ hereinafter referred to the "Contracting Authority"

On the one hand,

And

_____ (enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Terms of Reference

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of Contract N°. _____ C or JO/BC/BCITB/
 Awarded after Invitation to Tender [*specify references of Invitation to Tender*]
 With _____,
 For the execution of _____ works

Lot No. _____; _____ Network

EXECUTION DEADLINE _____ (_____) months

Amount of Contract in CFA F:

IAT	
EVAT	
VAT (	
AIR (3.3 or 5.5 %)	
Net to be paid	

Read and accepted by the Contractor

(place of signature) _____ (date)

Read and Approved by the Manager of the Road Fund

(place of signature) _____ (date)

Signature of the Contracting Authority

(place of signature) _____ (date)

Registration

Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

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

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule

Annex No. 7: Evaluation grid

Annex No. 8: Attestation of site visit

Annex No. 1: Model tender

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

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

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

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____ [*in figures and words*] CFA francs exclusive of VAT and at _____ CFA francs Inclusive of all Taxes. [*In figures and words*].
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my bid for [*indicate duration of validity, in principle 90days for national invitations to tender 120 days for international invitations to tender*] from the deadline of submission of bids.

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

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

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

Signature of.....

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

ANNEX No. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

Annex No. 3: Model final bond

Bank:

Reference of the bond: No _____

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

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

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

Whereas we have agreed to issue the Contractor this guarantee,

We, _____ *[name and address of bank]*

represented by _____ *[name of signatories]*,

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

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

Bank: reference, address _____

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

Bank: _____

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner]*

[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

Whereas _____ *name and address of Supplier* hereinafter referred to "the Contractor", pledged, in execution of the Contract, to carry out the works of *[indicate the subject of the works]*

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

Whereas we have agreed to provide the Contractor with this guarantee,

We, _____ *[name and address of the bank]*,

Represented by _____ *[names of signatories]* and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of _____

[in figures and letters] corresponding to *[percentage below 10 % to be specified]* of the Contract price.

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

Document N^o. 12:

List of banking establishments and financial bodies authorised to issue bonds for public Contracts

I- BANKS

1. AFRILAND FIRST BANK
2. BANQUE ATLANTIQUE DU CAMEROON (BACM)
3. BNAQUE GABONAISE POUR LE FINANCEMENT INTERNATIONAL (BGFI BANK)
4. BANQUE INTERNATIONALE DU CAMEROUN POUR L'EPARGNE ET LE CREDIT (BICEC)
5. CITIBANK CAMEROON (CITIGROUP)
6. COMMERCIAL BANK OF CAMEROON (CBC)
7. ECOBANK CAMEROUN
8. NATIONAL FINANCIAL CREDIT BANK (NFC BANK)
9. SOCIETE COMMERCIALE DE BANQUE CAMEROUN (CA-SCB)
10. SOCIETE GENERALE DE BANQUE AU CAMEROUN (SGBC)
11. STANDARD CHARTERED BANK CAMEROON
12. UNION BANK OF CAMEROON PLC (UBC)
13. UNITED BANK FOR AFRICA (UBA)
14. BANQUE CAMERONAISE DES PETITES ET MOYENNES ENTERPRISES (BC-PME)
15. BANK OF AFRICA CAMEROUN (BOA CAMEROUN)
16. CREDIT COMMUNUTAIRES D'AFRIC (CCA)

II- Insurance companies

1. Activa Insurance
2. Zenithe Insurance SA BP Douala
3. Aréa Assurances S.A
4. AtlantiqueAssurances S.A
5. Beneficial General Insurance S.A
6. Chanas Assurances S.A
7. CPA S.A
8. NsiaAssurances S.A
9. Pro Assur S.A
10. SAAR S.A
11. Saham Assurances