

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REGION DU NORD OUEST

DÉPARTEMENT DE BOYO

ARRONDISSEMENT DE BOYO

COMMUNE DE FUNDONG

COMMISSION INTERNE DE
PASSATION DES MARCHES
PUBLICS



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

NORTH WEST REGION

BOYO DIVISION

FUNDONG SUB DIVISION

FUNDONG COUNCIL

FUNDONG COUNCIL
INTERNAL TENDERS BOARD

FUNDONG COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

TENDER FILE

N° 07/ONIT/MINDDEVEL/NWR/BOYO/FC/FCITB/2026 OF **12th AUG 2026** 2026 FOR THE
ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE PROJECT IN FUNDONG
COUNCIL.

PROJECT OWNER: THE MAYOR, FUNDONG COUNCIL.

FINANCING: ROAD FUND – 2026

AMOUNT: 15,000,000 (TTC)

RESOLUTION NO: 000021/FR/CG/PCG/ADM/26

BUDGET HEADS

TABLE OF CONTENTS

- Document No. 1: Tender notice
- Document No. 2: General Regulations of the Invitation to Tender
- Document No. 3: Special Regulations of the Invitation to Tender
- Document No. 4: Special Administrative Conditions
- Document No. 5: Special Technical Conditions
- Document No. 6: Schedule of unit prices
- Document No. 7: Bill of quantities and estimates
- Document No. 8: The sub-detail of prices
- Document No. 9: Model Contract
- Document No. 10: Model documents to be used by bidders
- Document No. 11: List of banking establishments and financial bodies authorised to issue bonds for public Contracts

REPUBLIQUE DU CAMEROUN

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FUNDONG COUNCIL

FUNDONG COUNCIL
INTERNAL TENDERS BOARD

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N° 07/ONIT/MINDDEVEL/NWR/BOYO/FC/FCITB/2026 OF 20 AUG 2026 2026 FOR THE ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE PROJECT IN FUNDONG COUNCIL.

Financing: ROAD FUND – 2026 (RESOLUTION NO: 000021/FR/CG/PCG/ADM/26)

Subject of the Invitation to Tender:

Within the framework of the 2026 allocation for Road Fund, the Mayor of Fundong Council, Contracting Authority hereby launches an Open National Invitation to Tender by Emergency Procedure for the **ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE PROJECT** in Fundong Council.

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.

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 **60 Days (SIX DAYS)**.

Estimated cost

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

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.

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.

Consultation of Tender File:

The file may be consulted during working hours at the SIGAM Office (Mayors Secretariat) at Fundong Council ROOM number 01, as soon as this notice is published.

10. Acquisition of Tender File:

The file shall be obtained from the Cashier's, as soon as this notice is published against payment of the sum of **30 000 CFA francs** (Thirty thousand Francs CFA), payable at the Cashier's office Fundong Council (Room No. 18), representing the cost of purchasing the Tender File.

11. 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 (SIGAM Office) Mayors Secretariat at Fundong Council, on the **17/09/2026** at **10:00 AM** local time and should carry the inscription:

**<< OPEN NATIONAL INVITATION TO TENDER N°
07/ONIT/MINDDEVEL/NWR/BOYO/FC/FCITB/2026 OF 20 AUG 2026 FOR THE
ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE IN FUNDONG COUNCIL.
"To be opened only during the bid-opening session"**

12. 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.

Opening of bids:

The bids shall be opened in 1 phase. The opening of the administrative documents and Technical proposals will take place on the **17/09/2026** at **11:00 am** local time, in the Fundong Council town hall, by the Fundong 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 80/100 or above.

14. Evaluation criteria

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

A. Eliminatory 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 of bid bond or CEDEC receipt; not corrected after 48hrs of opening time
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. Technical score below 80/100

B. Essential criteria

N°	Criteria	Notation
1	General presentation of the Tender File	05 points
2	Bidder's experience in similar projects	20 points
3	Understanding of the terms of reference	15 points
4	Methodology and work plan	15 points
5	Quality of the personnel	45 points
	Total	100 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 80% of the final score and the financial score accounting for 20%.

16.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 Fundong Council.

Done at Fundong on **20 AUG 2016**

THE MAYOR FUNDONG COUNCIL
(The Contracting Authority)



Denis Achoh Nlang

-CC-

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

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

Table of contents

A. General

Article 1: Scope of the tender.....	
Article 2: Financing.....	
Article 3: Fraud and corruption.....	
Article 4: Candidates admitted to compete.....	
Article 5: Building materials, materials, supplies, equipment and authorised services...	
Article 6: Qualification of the bidder.....	
Article 7: Visit of site of works.....	

B. Tender File.....

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

C. Preparation of Bids

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

D. Submission of bids.....

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

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 by Emergency Procedure for the **ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE PROJECT** 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 **ROAD FUND 2026**

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.

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;

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;

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.

- (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

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.

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.

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

**DOCUMENT No. 3: SPECIAL REGULATION OF THE INVITATION TO TENDER
(SRIT)**

7. Technical score below 80%.
8. Change of quantity

D. Essential criteria

N°	Criteria	Notation
1	General presentation of the Tender File	05 points
2	Bidder's experience in similar projects	20 points
3	Understanding of the terms of reference	15 points
4	Methodology and work plan	15 points
5	Quality of the personnel	45 points
	Total	100 points

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least (80%) of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest realistic amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least (80%) of the essential criteria.

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**

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 of 30.000FRS (Thirty thousand francs) issued by the Fundong 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 Certificate of imposition certified by the chief of centre for taxation
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of centre of Taxes.
A.11	Attestation and plan of localization of the enterprise
A.12	SAC initialled on all the pages and signed on the last page.

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

	Professional Certification from a recognised body, preferably the Red Cross or any security training center Professional experience: ≥ 03 years ➤ CV signed by the candidate, ➤ A certified copy certificate ➤ Certified copy of id card		
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 in the Fundong municipality		
B.4.3	Comments on the objectives and expected results		
B.4.5	Suggestions to the project owner		
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)		
B.5.5	Adequate explicatory notes on the 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

<< OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°
07/ONIT/MINDDEVEL/NWR/BOYO/FC/FCITB/2026 OF _____/2026 FOR THE
ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE IN FUNDONG COUNCIL
>>

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...../...../2026 at , by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

THE MAYOR,FUNDONG COUNCIL

CONTRACTING AUTHORITY

awohndang@gmail.com

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 Fundong Council hall on/...../2026 as from 11am, by the Fundong 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 would have proposed the offer with the lowest realistic amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **(80%)** of the essential criteria.

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 Fundong authorising the team of experts to operate on the field in Fundong Council.

Table of contents

Chapter I: General

- Article 1 - Subject of the Contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the Contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of Contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)

Chapter I: General

Article 1: Subject of Contract

The subject of this Contract shall be the **ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE** in Fundong Council, Boyo Division of the North West Region.

Article 2: Contract award procedure

This Contract shall be awarded by Open National Invitation to Tender by Emergency Procedure N° 07/ONIT/MINDDEVEL/NWR/BOYO/FC/FCITB/2026 OF _____ 2026 FOR THE ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE IN FUNDONG COUNCIL

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

3.1 General definitions (cf. Code)

- **The Contracting Authority shall be the Mayor of Fundong 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 Boyo Division,** hereinafter referred to as the Engineer.
- **The Contract Manager shall be the Council Development Officer of the Fundong Council** who shall represent the Project Owner in all the levels of the project notably by ensuring the respect of the administrative, technical and financial conditions and contractual deadlines.
- **The Project Manager** shall be a technician designated by the Contracting Authority. He ensures the interest of the Contracting Authority 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 Fundong Council.**
- The authority in charge of the clearance of expenditures shall be *Administrator Road Funds*
- 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 Contract Manager and Contract Engineer*

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.

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

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;

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 ($1/2000^{\text{th}}$) 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 ($1/1000^{\text{th}}$) 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:

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*):

- *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 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.

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 **ACCIDENT PREVENTION AND ROAD SAFETY INITIATIVE PROJECT** in the Fundong Council is being launched, not only to provide some youth leaders with some basic training on road safety, the reduce the number of road accidents in Fundong, 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 Fundong 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:

- 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 Fundong 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 Boyo 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 safety Expert 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

Document No. 6:
Schedule of unit prices

N°		Désignation	Unité	Qté	P.U	P. T
A-	HONORAIRES DES EXPERTS					
	A1	Chef de mission : Expert en prévention et sécurités routières	H/Mois	2		
	A2	Expert 2 : Expert en communication sociale	H/Mois	2		
	A3	Expert 3 : Expert en formation en conduite automobile	H/Mois	2		
	A4	Assistants	H/Mois	2		
	A5	Personnel d'appui (02)	H/Mois	4		
Sous total A						
B-	MISE EN ŒUVRE DE LACAMPAGNE					
	B1	Frais de mission des experts.	Descente	2		
	B2	Séances de causerie avec les conducteurs de motos-taxis	FF	1		
	B3	Mise en place des mesures incitatives				
	B3.1	Acquisition des caques	U	150		
	B3.2	Acquisition des chasubles	U	100		
	B3.3	Deliverances des permis de conduire	U	150		
	B3.4	Dépliants	UU	500		
	B4	Frais divers de fonctionnement	FF	1		
Sous total B						
C-	AUTRES FRAIS DIVERS					
	C1	Frais de communication (téléphone, fax, e-mail)	FF	1		
	C2	Rédaction, reproduction de rapports.	FF	1		
Sous total C						
TOTAL HTVA						
TVA (19,25% HTVA)						
IR (2,2% HTVA)						
NET A MANDATER (HTVA - IR)						
Montant total TTC (HTVA + TVA)						

Document N°. 10:
Model Contract

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:

Page_____ and last of Contract N°._____ C or JO/SC/SCITB/

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. 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. 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]

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. Atlantique Assurances S.A
5. Beneficial General Insurance S.A
6. Chanas Assurances S.A
7. CPA S.A
8. Nsia Assurances S.A
9. Pro Assur S.A
10. SAAR S.A
11. Saham Assurances