



# TENDER FILE

**PROJECT OWNER:**

*THE CITY MAYOR OF BAMENDA CITY COUNCIL*

**CONTRACTING AUTHORITY:**

THE CITY MAYOR OF BAMENDA CITY COUNCIL

**OPEN NATIONAL INVITATION TO TENDER**

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OPEN NATIONAL INVITATION TO **TENDER FILE**  
N°015/**ONIT/BCCITB/2026** OF 13/08/2026 FOR THE  
MAINTENANCE OF SOME EARTH ROADS IN BAMENDA I  
AND II  
**“Under emergency procedure”**

BAMENDA CITY COUNCIL 2026 BUDGET

**BUDGET HEAD: 60513**

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**AUGUST 2026**

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**DOCUMENT No. 1**  
**TENDER NOTICE (AAO)**

### **Note on the tender notice**

The tender notice drafted in English and French furnishes the information needed by the potential candidates to decide whether to acquire or consult the Tender File (TF) in order to eventually make an offer. It contains notably bids evaluation criteria.

As it is a general scope document, the information contained therein must conform to the information contained in other documents of the Tender File and, especially with the information in the Special Regulations Governing the Invitation to Tender.

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### **Note relative à l'Avis d'Appel d'Offres**

L'Avis d'Appel d'Offres, rédigé en français et en anglais, fournit les renseignements dont les soumissionnaires potentiels ont besoin pour consulter ou décider d'acquérir le Dossier d'Appel d'Offres (DAO), en vue de présenter une offre le cas échéant. Il contient notamment les critères d'évaluation des offres.

Pièce de portée générale, les informations contenues dans l'Avis d'Appel d'Offres doivent concorder avec celles fournies par les autres pièces du Dossier d'Appel d'Offres et, en l'occurrence, le Règlement Particulier de l'Appel d'Offres.



MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

**BAMENDA CITY COUNCIL**

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**INTERNAL TENDERS BOARD**

**AVIS D'APPEL D'OFFRES**

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°015/AAONO/CIPM/CUB/2026 DU 13/08/2026 POUR L'ENTRETIEN DE CERTAINES ROUTES EN TERRE DANS L'ARRONDISSEMENT DE BAMENDA I ET II « Sous Procédure d'urgence ».**

**1. Avis d'Appel d'Offres**

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

**2. Consistance des travaux**

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

**3. Tranches/Allotissement**

- Les œuvres sont regroupées en une seul LOT

| TRANCHE DE ROUTE                                    | DISTANCES EN (KM) |
|-----------------------------------------------------|-------------------|
| STRETCH 1: MILE 1 JUNCTION UPSTATION TO MOYO CORNER | 1.44              |
| STRETCH 2: MBINGFIBIE TO ALABUKAM                   | 4.40              |
| STRETCH 3: ALAKORO TO PAUL'S COMPUTER               | 1.96              |
| TOTAL                                               | 7.80Km            |

**4. Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de Cent vingt-six millions (126,000,000) francs CFA toutes taxes comprises.

**5. Délai prévisionnel d'exécution**

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

**6. Participation et origine**

La participation au présent appel d'offres est ouverte à toute entreprise Camerounaise qui sont classés dans les travaux publics et bâtiment.

**7. Financement**

Les travaux objet du présent appel d'offres seront financés par le Budget d'Investissement Public de la Communauté Urbaine de Bamenda au titre de l'exercice 2026 sur la ligne d'imputation 60513

**8. Mode de soumission**

Le mode de soumission retenu pour cette Demande de Cotation est en ligne.

**9. Cautionnement de soumission**

Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement provisoire (garantie bancaire de soumission) ou son équivalent établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agréé par le Ministère des Finances et d'un montant de Deux millions cinq cent vingt mille (2 520 000) francs valable trente (30) jours après l'expiration de la validité des offres Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Il devrait porter un Timbre fiscal et une approbation manuscrite accompagnée d'un reçu du CDEC.

**10. Consultation du Dossier d'Appel d'Offres**

Le dossier peut être consulté aux heures ouvrables à la Direction des Services SIGAMP, Tel : 677 85 03 32 et COLEPS Platform <http://www.marchespublics.cm> et <http://www.publiccontracts.cm>, dès publication du présent avis.

#### **11. Acquisition du Dossier d'Appel d'Offres**

Le dossier peut être obtenu au bureau du Directeur des Services SIGAMP, Communauté Urbaine de Bamenda dès publication du présent avis, contre versement d'une somme non remboursable **Cent six mille, cinq cent (106,500) francs CFA** payable à la Recette Municipale de la Communauté Urbaine de Bamenda sur la ligne d'imputation budgétaire no 712 101

#### **12. Remise des offres**

Chaque cotation rédigée en français ou en anglais sera soumise en ligne.

La cotation devra être transmise par le soumissionnaire sur la plateforme COLEPS. [www.publiccontracts.cm](http://www.publiccontracts.cm) au plus tard le **09/09/2026 à 10 :00 heure de serveur**. Une copie de sauvegarde de la cotation enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l'indication claire et lisible « copie de sauvegarde », en plus de la mention ci-dessus dans les délais impartis.

Taille et format des fichiers

Pour la soumission en ligne, les tailles maximales des documents qui vont transiter sur la plateforme et constituant l'offre du soumissionnaire sont les suivantes :

- 5 MO pour l'Offre Administrative ;
- 15 MO pour l'Offre Technique ;
- 5 MO pour l'Offre Financière.
- Un exemplaire original du document administratif doit être déposé auprès des services SIGAMP du Communauté Urbaine de Bamenda

Les formats acceptés sont les suivants :

- Format PDF pour les documents textuels ;
- JPEG pour les images.

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

#### **13. Recevabilité des plis**

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

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

#### **14. Ouverture des plis**

L'ouverture des offres aura lieu en un temps le **09/09/2026 à 11 heures précises** dans la salle de Conférence de la Communauté Urbaine de Bamenda par la Commission Interne de Passation de Marché.

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

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

#### **15. Critères d'évaluation**

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

##### **16.1 Critères éliminatoires**

Il s'agit notamment :

- Absence ou insuffisance de la caution de soumission lors de la séance d'ouverture des plis : absence d'endossement, de timbre fiscal et de récépissé CDEC ;
- Défaut de dépôt d'un document au dossier administratif, jugé non conforme ou manquant, dans les 48 heures suivant l'ouverture des plis (à l'exclusion de la caution de soumission) ;
- Fausses déclarations, manœuvres frauduleuses ou documents falsifiés ;

- Non-respect de quatre (4) des six (6) critères essentiels ;
- Non-respect du format des offres et/ou du mode de dépôt des offres ;
- Absence de prix unitaire quantifié dans l'offre financière ;
- Absence de notation (certificat de catégorisation) ;
- Absence d'un élément dans l'offre financière (soumission SUP, BQE) ;
- Absence de la charte d'intégrité ;
- Absence de la déclaration de conformité aux clauses sociales et environnementales ;
- Offre financière supérieure au budget prévu ;
- Délai d'exécution supérieur au délai prescrit ;
- Refus d'accepter les conditions du contrat ;

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

#### 16.2. Critères essentiels

Les critères essentiels à la qualification des soumissionnaires porteront à titre indicatif sur :

- la présentation de l'offre ;
- les références du soumissionnaire ;
- la capacité financière (l'accès à une ligne de crédit ou autres ressources financières, le chiffre d'affaires, attestation de solvabilité financière).
- la qualification et l'expérience du personnel
- les moyens logistiques
- la méthodologie

#### 16. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier de Demande de Cotation, et qui a présenté l'offre évaluée la moins-disant et techniquement qualifiée, conformément à l'article 33 du Code des lettres commandes Publics.

#### 17. Nombre maximum de lots :

Un candidat peut soumettre une offre pour un ou deux lots, mais ne peut en remporter qu'un seul.

Si un soumissionnaire présente l'offre la plus basse pour deux lots, le maître d'ouvrage ne lui attribuera qu'un seul lot, conformément aux conditions prévues dans le règlement d'appel d'offres.

#### Durée de validité des offres

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

#### 18. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables auprès de la Direction des Services SIGAMP de la Communauté Urbaine de Bamenda Tel : 677 85 03 32 et COLEPS Platform [www.publiccontracts.cm](http://www.publiccontracts.cm) ou [www.publiccontracts.cm](http://www.publiccontracts.cm).

#### 19. Lutte contre la corruption et les mauvaises pratiques

Pour toute dénonciation pour des pratiques, faits ou actes de corruption ou faits de mauvaises pratiques, bien vouloir appeler la CONAC au numéro 1517, l'Autorité chargée des Marchés Publics (MINMAP) (SMS ou appel) aux numéros : (+237) 673 20 57 25 et 699 37 07 48, l'ARMP au numéro 233 36 26 87 ou le MO/MOD au numéro 233 36 12 67.

Fait à Bamenda, le 13 AOÛT 2023

Le Maire de la ville  
Communauté Urbaine de Bamenda  
(AUTORITÉ CONTRACTANT)



Achobong Tambeng Paul

#### Ampliations :

- (1) ARMP (pour publication et archivage) ;
- (2) Présidents CIPM (pour information) ;
- (3) MINMAP ;
- (4) Affichage (pour information) ;
- (5) SIGAMP - CUB



MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

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- Un exemplaire original du document administratif doit être déposé auprès des services SIGAMP du Communauté Urbaine de Bamenda

Les formats acceptés sont les suivants :

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

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

#### **15. Critères d'évaluation**

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

##### **16.1 Critères éliminatoires**

Il s'agit notamment :

- Absence ou insuffisance de la caution de soumission lors de la séance d'ouverture des plis : absence d'endossement, de timbre fiscal et de récépissé CDEC ;
- Défaut de dépôt d'un document au dossier administratif, jugé non conforme ou manquant, dans les 48 heures suivant l'ouverture des plis (à l'exclusion de la caution de soumission) ;
- Fausses déclarations, manœuvres frauduleuses ou documents falsifiés ;

- Non-respect de quatre (4) des six (6) critères essentiels ;
- Non-respect du format des offres et/ou du mode de dépôt des offres ;
- Absence de prix unitaire quantifié dans l'offre financière ;
- Absence de notation (certificat de catégorisation) ;
- Absence d'un élément dans l'offre financière (soumission SUP, BQE) ;
- Absence de la charte d'intégrité ;
- Absence de la déclaration de conformité aux clauses sociales et environnementales ;
- Offre financière supérieure au budget prévu ;
- Délai d'exécution supérieur au délai prescrit ;
- Refus d'accepter les conditions du contrat ;

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

#### 16.2. Critères essentiels

Les critères essentiels à la qualification des soumissionnaires porteront à titre indicatif sur :

- la présentation de l'offre ;
- les références du soumissionnaire ;
- la capacité financière (l'accès à une ligne de crédit ou autres ressources financières, le chiffre d'affaires, attestation de solvabilité financière).
- la qualification et l'expérience du personnel
- les moyens logistiques
- la méthodologie

#### 16. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier de Demande de Cotation, et qui a présenté l'offre évaluée la moins-disant et techniquement qualifiée, conformément à l'article 33 du Code des lettres commandes Publics.

#### 17. Nombre maximum de lots :

Un candidat peut soumettre une offre pour un ou deux lots, mais ne peut en remporter qu'un seul.

Si un soumissionnaire présente l'offre la plus basse pour deux lots, le maître d'ouvrage ne lui attribuera qu'un seul lot, conformément aux conditions prévues dans le règlement d'appel d'offres.

#### Durée de validité des offres

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

#### 18. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables auprès de la Direction des Services SIGAMP de la Communauté Urbaine de Bamenda Tel : 677 85 03 32 et COLEPS Platform [www.publiccontracts.cm](http://www.publiccontracts.cm) ou [www.publiccontracts.cm](http://www.publiccontracts.cm).

#### 19. Lutte contre la corruption et les mauvaises pratiques

Pour toute dénonciation pour des pratiques, faits ou actes de corruption ou faits de mauvaises pratiques, bien vouloir appeler la CONAC au numéro 1517, l'Autorité chargée des Marchés Publics (MINMAP) (SMS ou appel) aux numéros : (+237) 673 20 57 25 et 699 37 07 48, l'ARMP au numéro 233 36 26 87 ou le MO/MOD au numéro 233 36 12 67.

Fait à Bamenda, le 13 AOÛT 2026

Le Maire de la ville  
Communauté Urbaine de Bamenda  
(AUTORITÉ CONTRACTANT)



#### Amplifications :

- (1) ARMP (pour publication et archivage) ;
- (2) Présidents CIPM (pour information) ;
- (3) MINMAP ;
- (4) Affichage (pour information) ;
- (5) SIGAMP - CUB

**DOCUMENT No. 2**

**GENERAL REGULATIONS OF THE  
INVITATION TO TENDER (RGAO)**

## **Note relating to the General Regulations of the Invitation to Tender**

The purpose of document No. 2 is to provide bidders with the information they need to prepare offers in compliance with the conditions laid down by the regulation in force.

It also provides information on the submission of bids, the opening of tenders, the evaluation of bids and the award of the contract.

This document includes model articles that shall not be modified.

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# **General Regulations Governing the Invitation to Tender**

## **A. Generalities**

### **Article 1: Subject of the consultation**

- 1.1. The Project Owner as defined in the Special Regulations Governing the Invitation to Tender (RPAO) hereby launches an invitation to tender for the maintenance of some earth roads in Bamenda I and II Sub Divisions.
- 1.2. The bidder retained or the successful bidder shall complete works within the provisional time limit indicated in the RPAO and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to commence works.
- 1.3. In this Tender File, the term ‘**day**’ stands for a working day, except calendar days expressly specified in the Public Contracts Code.

### **Article 2: Financing**

Works source of financing subject of this invitation to tender shall be the Bamenda City council 2026 Budget Head 60513

### **Article 3: Ethical Principles**

3.1. Public sector employees, bidders and contract holders, as well as any other person involved in whatever capacity in the public contracts award, execution and regulation chain shall be subject to the provisions of the laws and regulations forbidding corruption, fraudulent schemes, collusive, coercive or obstructive practices, conflicts of interest, insider trading, and complicity.

In this respect, they subscribe to the integrity charter, the model of which is attached to this Tender File (Document No.10)

By virtue of these principles, the Project Owner:

- a. defined, for the purposes of this clause, the expressions as follows:
  - i. Whoever offers, gives, solicits, or accepts any form of benefit to influence the action of a public employee during the award or execution of a contract shall be guilty of “corruption”
  - ii. Whoever deforms or distorts facts to influence the award or execution of a contract shall be indulging in “fraudulent schemes”.
  - iii. Two or more bidders who connive to artificially keep bid prices at a level not commensurate with those which would result from competition shall be guilty of “collusive practices”;
  - iv. Whoever harms persons or damages their property or makes threats against them, directly or indirectly, to influence their actions during the award or execution of a contract shall be indulging in “coercive practices”

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

vi. Complicity means:

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

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

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

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

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

#### **Article 4: Candidates allowed to compete**

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

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

must not be in a situation of conflict of interest under pain of being disqualified for all tenders in which he/she participated. A tenderer may be deemed to be in a situation of conflict of interest under the following conditions:

- i. is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the design, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender;
  - ii. is, in the context of the same tender, the legal representative of another tenderer;
  - iii. Participates in more than one tender in the same call for tenders, especially, either individually or as a member of a group of companies, or as a subcontractor in a tender while being an individual tenderer or member of a group of companies. A supplier may be listed as a subcontractor in several tenders, but only as a subcontractor.
  - iv. Is affiliated with a group or entity that the Project Owner has recruited or is about to recruit to participate in the control;
  - v. The Project Owner participates in the capital of the bidder in such a way as to compromise the transparency of public contracts award procedures;
- c. A public law corporate body if it demonstrates that it is (i) legally and financially autonomous (ii) managed according to the rules of private accounting and (iii) not under the supervisory authority of the Project Owner or, unless expressly authorised by the Authority in charge of Public Contracts.
- d. Civil society organisations and public establishments, provided that the prices proposed are competitive, that is, they have been determined (i) by considering all the direct and indirect costs contributing to the formation of the price of the service covered by the contract and (ii) that they have not benefited, in the determination of this price, from advantages arising from the resources allocated to them by virtue of their public service missions.

4.2. The call for tenders is open or restricted according to the specifications of the RPAO to all candidates who meet the following conditions:

- a. not be in a state of judicial liquidation or bankruptcy;
- b. not be subject to any of the prohibitions or disqualifications (forfeitures) provided for by the laws and regulations in force, whether national or international;
- c- has subscribed to all declarations provided for by the laws and regulations in force.

4.3. To submit an electronic bid via COLEPS or any other electronic communication medium indicated by the Project Owner, the candidate or bidder must be registered on the said platform and possess a valid electronic certificate.

4.4. If the invitation to tender is restricted, the consultation is open to all candidates selected at the end of the pre-qualification procedure and/or to those selected within the framework of the categorisation previously indicated in the invitation to tender and reiterated in the RPAO.

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

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

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

## **Article 6: Documents establishing bidder qualification**

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

- a. submit a power of attorney making the signatory of the bid to commit the bidder;
- b. provide documents enabling to establish the qualification of the bidder according to the list provided for in Article 13 of the RGAO and including, especially, all the information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested from bidders in the RPAO.

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

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

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

- a. The offer must include for each of the enterprises, all the information listed in article 6.1. above. The Special Regulations shall specify the information to be provided by the group and the information to be provided by each member of the group;
- b. The offer and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (joint or several as required in the Special Regulations) must be specified and justified, with the production of a copy of the group agreement in due form;
- d. The member of the group designated as representative shall represent all the group of enterprises vis-à-vis the Project Owner in the execution of the contract;
- e. In case of a several group, the co-contractors shall share the sums which are paid by the Project Owner into a single account. In case of a joint group, the tasks for each member must be specified

and each enterprise shall be paid by the Project Owner into his own account.

6.3. Bidders should equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and execution time-limits referred to in the RPAO.

6.4. Bidders seeking to benefit from a preference margin must provide all the information required to prove that they meet the eligibility criteria described in Article 33 of the RGAO.

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

7.1. The bidder is advised to visit and inspect the worksite 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. This visit, when required in the RPAO, must be sanctioned by a certificate of site visit signed following a sworn declaration by the tenderer, giving a description of the site as well as observations on the works execution conditions. The related cost of the site visit shall be borne by the bidder.

7.2. The Project Owner or the Delegated Project Owner shall be required to 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 release the Project Owner, his employees and agents of any liability that may result from the visit.

The Bidder shall remain liable for death or personal injury, loss or damage to property, costs and expenses incurred as a result of this visit.

7.3. The Project Owner may organise a visit to the works site during the preparatory meeting to draft the bids mentioned in Article 19 of the General Regulations Governing the Invitation to Tender (RGAO).

## **B. TENDER FILE**

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

8.1. The Tender File shall describe the works subject of the contract, sets procedures for the consultation of enterprises and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with Article 10 of the General Regulations Governing the Invitation to Tender, it shall also include the following documents:

|                      |                                                                                     |
|----------------------|-------------------------------------------------------------------------------------|
| <i>Document No.0</i> | <i>Letter of invitation to tender (in case of restricted invitations to tender)</i> |
| <i>Document No.1</i> | <i>Tender Notice (AAO)</i>                                                          |
| <i>Document No.2</i> | <i>General Regulations Governing the Invitation to Tender (RGAO)</i>                |
| <i>Document No.3</i> | <i>Special Regulations Governing the Invitation to Tender (RPAO)</i>                |
| <i>Document No.4</i> | <i>Special Administrative Clauses (SAC)</i>                                         |

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

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

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

9.1. a) Any bidder who wants to obtain clarifications on the Tender File may make a request to the **Contracting Authority** in writing or by electronic mail (telecopy or e-mail) at the Project Owner address indicated in the RPAO or **via COLEPS. However, the Contracting Authority shall reply in writing or by electronic mail or through COLEPS or any other mean of electronic communication indicated in the TF to any request for clarification received at least 14 (fourteen) days prior to the deadline for the**

## **submission of bids.**

9.1.b). A copy of the Contracting Authority's response indicating the question asked but not mentioning the author is addressed, within a maximum of 5 (five) days, to all bidders who bought the Tender File

9. 2. Any bidder who feels aggrieved may file a petition with the Project Owner or.

In the event of restricted invitation to tender;

a) During the prequalification phase, the petition may bear on requests for review of bidding conditions and prequalification or for review of the decisions or deeds taken and published by the Project Owner during the prequalification procedure.

b) Candidates shall have five (5) working days prior to the date of submission of applications and five (5) working days after the publication of prequalification results to file their petitions to the Project Owner, with copy to the Authority in charge of public contracts and the public contracts regulatory body.

c) This petition shall not be suspensive.

9.3. Where the invitation to tender is the procedure selected, the petition must be submitted between the publication of the tender notice and the opening of bids:

a) to the Project Owner with a copy to the Authority in charge of Public Contracts and to the public contracts regulatory body;

b) It should reach the Project Owner no later than fourteen (14) working days before the bid opening date;

c) The Project Owner shall have five (5) days to respond. A copy of the response shall be forwarded to the Authority in charge of Public Contracts and to the body in charge of the regulation of public contracts.

d) In case of disagreement between the petitioner and the Project Owner, the petitioner shall refer the petition to the Petitions Review Committee.

e) The petition shall not be suspensive.

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

10.1 The Project Owner may, at any moment prior to the deadline for the submission of offers and for any reason, be it at his initiative or in response to a request submitted by a bidder, modify the Tender File by publishing an addendum.

10.2. Any addendum thus published shall become an integral part of the Tender File, in accordance with Article 8.1 of the General Regulations Governing the Invitation to Tender and must be communicated in writing or made known to all the bidders who bought the Tender File or through

**COLEPS or any other mean of electronic communication indicated by the Project Owner in the TF.**

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

## **C. PREPARATION OF OFFERS**

### **Article 11: Tender fees**

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

### **Article 12: Language of offer**

The bid as well as any correspondence and document exchanged between the bidder and the Project Owner shall be drafted in English or French. Additional documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French, done by a professional translator, concerning the bid is included; in which case for reasons of interpretation, the translation shall be authentic.

### **Article 13: Constituent documents of the bid**

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

#### ***a. Volume 1: Administrative file***

It includes:

##### **a. 1. All documents attesting that the bidder:**

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

##### **a.2 The bid bond established in accordance with the provisions of Article 17 of the General Regulations Governing the Invitation to Tender (RGAO);**

##### **a.3 the written document empowering the signatory of the bid to commit the bidding legal entity, in accordance with the provisions of Article 6(1) of the RGAO.**

#### ***b. Volume 2: Technical bid***

It includes:

***b.1. Information on qualification***

The Special Regulations specify the documents to be provided by bidders to justify the qualification criteria mentioned in Article 6(1) of the Special Regulations Governing the Invitation to Tender, especially the references of the company, the equipment and list of personnel.

***B.2 Methodology***

The Special Conditions of the invitation to tender specify the constituent elements of tenderers' technical proposal 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), subcontracting, HIMO approach, as the case may be, etc.).

***B.3 Proof of acceptance of the conditions of the contract***

The bidder shall submit duly initialled, filled and signed copies of the administrative and technical documents governing the contract, namely:

- i. The Special Administrative Conditions (SAC);
- ii. The Special Technical Conditions (STC).

***B.4 Comments SAC and STC (optional)***

Bidders shall make comments on the technical choices of the project and possible proposals.

***b.5. the integrity charter***

***b.6. the commitment declaration to comply with social and environmental clauses***

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

It comprises elements that help to justify the cost of the works, namely:

- c.1 The submission itself, in original, prepared in accordance with the attached model or standard form, stamped at the current rate, signed and dated;
- c.2 The unit price schedule duly filled;
- c.3 detailed cost estimate and quantities duly filled;
- c.4 The price sub-detail and/or the breakdown of the all-in prices;
- c.5 The provisional payment schedule, if applicable.

Bidders shall use the standard forms or documents provided for in the Tender File, subject to the provisions of Article 17.2 of the RGAO regarding other possible bid bond forms.

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

## **Article 14: Offer price**

14.1. Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in Article 1.1 of the General Regulations Governing the Invitation to Tender, based on the price schedule and the detailed quantity and cost estimates as well as the unit price sub detail and breakdown of all-in prices presented by the bidder, as appropriate.

14.2. The bidder shall fill the unit prices and totals of all items on the price schedule and detailed quantities and estimates.

14.3. Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder for the future Contract or on any other ground, thirty (30) days prior to the time limit for the submission of bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4. If a price revision/updating clause is provided for in the contract, the date of the establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. Any contract whose execution duration is at most one (1) year shall not be subject to price revision.

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

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

## **Article 15: Offer and settlement currencies**

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

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

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

a. Prices shall be entirely presented in national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the appendix to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of 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 appendix to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment under the contract so that the retained

bidder does not bear any exchange risk.

15.3. Option B: The amount of the bid is directly presented in national and foreign currency

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

- a. The prices of inputs necessary for the works which the bidder intends to buy in the Project Owner country shall be in CFA francs as specified in the Special Regulations and called “national currency”
- b. The prices of inputs necessary for works which the bidder intends to buy out of the Project Owner’s country shall be in the currency of the country of the bidder or of the currency of an eligible member country widely used in international trade.

15.4. The Project Owner 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 the appendix to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be provided by the bidder.

15.5. During the execution of works, most of the foreign currencies to be paid as part of contract amount may be revised by mutual agreement between the Project Owner and the contractor so as to take into account any modification that occurred in foreign currency needs under the contract.

## **Article 16: Validity of offers**

16.1. Bids must remain valid during the period stated in the Special Regulations from the date of submission of bids set by the Project Owner, in application of Article 22 of the Special Regulations. A bid valid for a shorter period shall be considered by the Tenders Board as not compliant, unless the validity period of the bid bond is compliant. In this case, the tenderer shall be given forty-eight (48) hours to submit a new tender letter.

16.2. Under exceptional circumstances, the Project Owner may seek the bidder’s consent to extend the validity time limit. The request and the responses that will be given shall be in writing (or by telecopy). 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 offer without losing his bid bond. A bidder who consents to an extension shall not be required to modify his bid nor be authorised to do so.

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

The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for the start of execution of works by the retained bidder,

as specified in the Special Administrative Conditions. The updating effect shall not be considered for purposes of evaluation of bids.

### **Article 17: Bid bond**

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised by the Project Owner. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time limit requested by the Project Owner and accepted by the bidder, in accordance with Article 16 (2) of the RGAO.

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

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

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

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

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

17. 7. The bid bond may be seized:

- a. if the bidder withdraws his bid during the period of validity;
- b. if the bidder retained:
  - i. defaults in his obligation to subscribe the contract in application of Article 38 of the General Regulations;
  - ii. defaults in his obligation to provide the final bond in application of Article 39 of the General Regulations;
  - iii. refuses to receive notification of the contract.

### **Article 18: Variant bidders' proposals**

18.1. Where the works can be executed within variable provisional execution 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 deadlines provided for. Offers that propose deadlines beyond those specified shall not 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 give figures on the basic solution of the Project Owner as described in the Tender File and provide in addition all the information which the Project Owner 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. Where necessary, the Project Owner will examine only the technical variants of the bidder whose bid compliant 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. The Tender File should clearly specify how the variants shall be taken into account for the evaluation of bids.

### **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 on the date and at the place indicated in the Special Regulations.

19.2. The subject of the preparatory meeting shall be to provide clarifications and answers to any questions that may be raised at this stage.

19.3. As much as possible, the bidder is requested to submit any question in writing to reach the Project Owner at least one week before that preparatory meeting. The Project Owner may not respond to questions received too late. In this case, the questions and answers shall be transmitted according to the modalities set in Article 19(4) below.

19.4. The minutes of the meeting, including the attendance sheet, the text of the questions asked, and the answers given, including answers prepared after the meeting, shall be forwarded immediately to all those who bought the Tender File. Any modification of documents of the Tender File listed in Article 8 of the RGAO which may prove to be necessary at the end of the preparatory meeting shall be done by the Project Owner by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations, as the minutes of the preparatory meeting cannot serve this purpose.

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

### **Article 20: Form, format and signature of the offer**

For offline submission,

20.1. The bidder shall prepare an original of the constituent documents described in Article 13 of the

General Regulations in a volume clearly indicated 'ORIGINAL'. In addition, the bidder shall submit, for each volume, the number required for each in the General Regulations, bearing the indication "COPY". In case of discrepancy between the original and the copy, the original shall be authentic.

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

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

**For electronic submission.**

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

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

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

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

## **D. SUBMISSION OF OFFERS**

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

21.1. Offers shall be presented taking into account the principle of separation of administrative documents (Volume 1), Technical offer (Volume 2) and financial Offer (Volume 3), all these placed in an external envelope that shall give no indication on the bidder's identity. Bidders shall place the original and all copies of the administrative documents listed in the RPAO in an envelope clearly marked "ADMINISTRATIVE FILE", the original and all copies of the technical proposal in an envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL".

The various documents of each volume shall be numbered in the order of the RPAO and separated by a divider of a colour other than the white colour.

21.2. The external and internal envelopes:

a. should be addressed to the Project Owner at the address indicated in the Special Regulations Governing the Invitation to Tender;

b) Should bear the name of the project and the number of the Tender Notice as indicated in the Special Regulations and bear the indication 'TO BE OPENED ONLY DURING THE BID-OPENING SESSION'.

21.3. The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Project Owner the sealed offer if it is declared late offer in accordance with Articles 23 and 24 of the General Regulations.

21.4. If the external envelope is not sealed and marked as indicated in Articles 21.1. and 21.2. referred to above, the Project Owner shall in no way be responsible if the bid is misplaced or opened prematurely.

21.5 For online submission, the tender to be provided by the tenderer consists of three electronic files corresponding to the three administrative, technical and financial volumes.

Each file must explicitly carry a name that refers to the nature of its content (Administrative Offer, Technical Offer, Financial Offer).

At the same time as they are doing the electronic submission, tenderers must send to the Contracting Authority or to the PO/DPO within the same time limit, a soft back-up copy of their tender on an electronic physical support (CD, DVD, USB key, etc...) This copy shall be sent by post office or deposited with the Contracting Authority or the PO. This sealed envelope must be clearly and legibly marked "backup copy", as well as the consultation references.

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

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

### **22.1- Date and time limit for the submission of offers**

- a. The bids must be submitted on-line on or before the date line stated in the special regulation to tender.
- b. The date and time of receipt of online submissions are automatically recorded by the dematerialisation platform through a time-stamping mechanism. The date and time of COLEPS or any other electronic means of communication specified by the Project Owner shall be authentic.
- c. For time stamping, the reference time zone is local time (GMT/UTC + 1). This time is visible on the submission page.

- d. The Project Owner may, at his discretion, postpone the deadline set for the submission of bids by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations. In this case, all the rights and obligations of the Project Owner and bidders previously governed by the initial date will henceforth be governed by the new deadline.
- e. Offers submitted electronically shall be acknowledged by a receipt stating the date and time of receipt and the reference of the consultation.

#### **22.2: Submission method**

The method of submission shall be:

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

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

#### **Article 23: Late offers**

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

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

##### **For offline submissions,**

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

24.2 Notification of modification, replacement or withdrawal of the offer 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 offers.

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 offer may be withdrawn in the interval between the submission of bids and the expiry of the

validity of bids specified by the model offer. 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(7) of the General Regulations.

**For online submissions,**

24.5 Several tenders may be submitted by the same tenderer before the date and time limit for the receipt of tenders. In this case, only the bid that arrived the latest and its corresponding back-up copy, if any, will be taken into account in the evaluation, and any other back-up copies must be returned unopened.

24.6 The modification, replacement or withdrawal of the backup copy is done in accordance with the provisions of Article 24 paragraphs 1 to 4.

## **E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS**

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

25.1 Prior to the opening of bids, electronically submitted bids are decrypted by the Contracting Authority. Decryption is the process of making tenders readable and accessible only to the Tenders Board.

25.2. All offers shall be opened in single phase, including for major or complex works that have been subject to a prequalification procedure.

The competent Tenders Board shall open the envelopes in single phase and in the presence of the representatives of bidders concerned who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register or a sheet attesting to their presence.

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

25.3. All envelopes shall be opened successively, and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates and any variant,

where necessary, the existence of a guarantee of the bid if it is required and any other details which the relevant Tenders Board may deem useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

25.4. Since a bid or a back-up copy that has not been opened and read to the hearing of everyone during the bid opening session cannot be submitted for evaluation, the Board shall systematically ensure that all bids received have really been examined.

25.5. Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time limits as well as the composition of the Evaluation sub-committee. However, the information on the composition of the committee remains internal to the Board. An extract of the said minutes to which is attached the attendance sheet signed by all the participants is handed over to each bidder on his request. Finally, only the financial bids of those bidders who have achieved the minimum technical score required are opened in the presence of the bidders concerned

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

25.7. In case of petition, the bidder shall send it to the Petitions Review Committee, with copy to the Project Owner, as the case may be, to the chairperson of the Tenders Board concerned, to the body in charge of the regulation of public contracts and to the Authority in charge of Public Contracts.

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.

This petition, which shall relate only to the implementation of this stage, especially compliance with procedures and the regularity of the documents checked, shall not be suspensive.

If need be, the Independent Observer must attach to his report the sheet that was handed to him, including any related commentaries or observations.

25.8. The opening of the electronically transmitted bids and those submitted in hard copy version shall take place during the same session. The opening and examination of electronically transmitted tenders shall be subject to the rules applicable to the processing of the hard copy version of offer s.

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

26.1. No information relating to the examination, evaluation and comparison of offers and verification of the qualification of the bidders and the contract award proposal shall be given to bidders or to any other person not concerned with the said procedure as long as the contract award has not been made

public, under pain of disqualification of the tenderer's bid and suspension of the perpetrators from all activities in the domain of public contracts.

26.2. Any attempt by a bidder to influence the Bids Evaluation sub-committee in the evaluation of bids, the Tenders Board in the award proposal, the Project Owner in the award decision may cause the rejection of his offer.

26.3. Notwithstanding the provisions of Article 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Project Owner for reasons having to do with his offer, he should do so in writing.

### **Article 27: Clarifications on the offers and contact with the Project Owner**

27.1. To ease the examination, evaluation and comparison of bids, the Chairperson of the Tenders Board may, on the proposal of the evaluation sub-committee, if it so desires, request any bidder, the competent services or bodies to give clarifications on the offers.

27.2 The request for clarification and the response shall be in writing or via COLEPS or such other electronic means of communication indicated by the Project Owner in the Tender File, with copy to the regulatory body, but no change on the amount or content of the bid to make it more competitive is sought, offered or authorised. The purpose of the request for clarification must be, in particular, to find information contained in the tender, to verify the accuracy of the information provided by a candidate, if necessary, with the issuing authorities, to ask a tenderer to confirm the correction of a calculation error or omission discovered, to provide clarification on technical aspects not understood by the evaluation sub-committee or on the content of the price sub-detail, or to justify the prices of offers deemed abnormally low.

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

27.4. Subject to the provisions of paragraph 1 referred to above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

### **Article 28: Determining the conformity of offers and technical evaluation**

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

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

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

28.3. An offer that complies essentially with the Tender File shall be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation.

A substantial divergence or reservation is that:

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

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

28.5. The Project Owner reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of offers.

## **Article 29: Evaluation criteria and qualification of the bidder**

The Evaluation subcommittee shall ensure that the bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, meets the qualification criteria stipulated in the Special Regulations. It is essential to avoid any arbitrariness in determining these criteria.

## **Article 30: Correction of errors**

30.1. The Evaluation subcommittee shall verify bids considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation subcommittee shall correct the errors in the following manner:

- a. if there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation subcommittee, the decimal point of the unit price is manifestly badly

placed, in which case the total price indicated shall prevail 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 authentic and the total corrected.

c. if there is a discrepancy between the prices indicated in figures and in words, the amount in words shall be authentic

30.2. The amount featuring in the offer shall be corrected by the Evaluation subcommittee, in accordance with the error correction procedure referred to above and, with the confirmation of the bidder, the said amount shall be deemed to commit him.

30.3. If the bidder who presented the bid evaluated as being the lowest bid does not accept the corrections, his bid shall be rejected and his bid bond seized.

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

31.1. To facilitate the evaluation and comparison of bids, the Evaluation subcommittee shall convert the prices of offers expressed in various currencies into an amount in which the bid is payable in CFA francs.

31.2. The conversion shall be done using the current exchange rate by the Bank of Central African States (BEAC) under the conditions set in the Special Regulations.

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

32.1. Only offers considered as being in compliance, as per the provisions of Articles 28, 29 of the General Regulations, shall be evaluated and compared by the Evaluation subcommittee.

32.2. When evaluating the bids, the Evaluation Subcommittee will determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

a. By correcting any possible error in accordance with the provisions of Article 30.2 of the General Regulations;

b. By excluding provisional sums and, where necessary, provisions for unforeseen contingent accounts featuring in the summary of the detailed quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.

c. By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31.2 of the General Regulations;

d. By conveniently adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

e. By taking into consideration the various execution time limits proposed by the bidders, if they are authorised by the Special Regulations;

f. If need be, in accordance with the provisions of Article 13.2 of the General Regulations and the Special Regulations by applying the rebates granted by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

g. If need be, in accordance with the provisions of Article 18.3 of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are authorised, shall be evaluated on their own merit and irrespective of the fact that the bidder offered or not a price for the technical solution specified by the Project Owner in the Special Regulations.

32.3. The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.

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

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

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

The Project Owner shall take into account the opinion of the contracts regulatory body to take a decision.

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

33.1 In case of equivalent bids, during contract award under an international competitive bidding, a preference margin shall be granted, in the order of priority, to offers submitted by:

- a) A natural person of Cameroonian nationality or a legal entity under Cameroonian law
- b) A company all or majority of whose capital is held by persons of Cameroonian nationality;
- c) A natural person or legal entity carrying out economic activities in Cameroon;
- d) Consortiums comprising Cameroonian enterprises;

33.2 Offers are considered equivalent when they have met the required technical conditions.

33.3 For works contracts, the national preference margin is ten percent (10%).

33.4 National preference shall only apply where the tender file so provides.

## **F. AWARD**

### **Article 34: Award**

34.1. The Project Owner or Delegated Project Owner shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File, (who has the required technical and financial capacities to execute the contract satisfactorily) and whose offer was evaluated as the lowest by including, where necessary, proposed rebates.

24.2 If the tender covers several lots, the award shall be made in accordance with the provisions of the RPAO.

34.3-In any case, any award of a contract is materialised by a decision of the Project Owner and notified to the successful tenderer within a maximum period of seventy-two (72) hours from its signature.

Any public contract award decision by the Project Owner shall be published, with an indication of price and deadline, in the public contracts journal published by the public contracts regulatory body or in any other authorised publication, in particular in COLEPS or on any other electronic communication medium indicated by the Project Owner.

### **Article 35: Right of the Project Owner to declare an invitation to tender unsuccessful or cancel a procedure**

35.1 The Project Owner reserves the right to cancel an invitation to tender or to declare a call for tenders unsuccessful after the advice of the competent Board, without any claims being entertained. However, where tenders have already been opened, cancellation shall be subject to the authorisation of the Authority in charge of Public Contracts.

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

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

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

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

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

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

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

37.2. Any decision to award a public contract by the Project Owner shall be published in the public contracts journal published by the body in charge of regulating public contracts, or in any other authorised newspaper, with indication of the amount of the successful tender's offer and the deadline. Upon publication of the results of award, the Project Owner will send to each bidder who so requests, an excerpt of the bid evaluation report concerning him.

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

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

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

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

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

38.1. After publication of the results, the Project Owner shall have five (5) working days to sign the contract from date of subscription of the draft contract by the successful bidder.

38.2. The successful tenderer shall have a period of fifteen (15) working days from receipt to subscribe the contract or the jobbing order. Beyond this period, the Project Owner reserves the right to cancel the award decision after the successful bidder has been given a formal notice but without any response. In this case, the bid bond is forfeited and the contract is awarded to the second-ranked candidate.

38.3. The Project Owner has a period of five (5) working days for the signature of the contract, from the date of receipt of the draft contract subscribed by the successful bidder; or for mutual agreement contracts, from the date of receipt of the opinion of the competent Central Contracts Control Board, after their subscription by the successful bidder.

38.4. The Project Owner shall notify the contract to the holder within five (5) working days from the date of its signature

## **Article 39: Final Bond**

39.1. Within the twenty (20) calendar days following the notification of the contract by the Project Owner, the contractor shall provide the Project Owner with a final bond, to guarantee the complete execution of the works, in the form stipulated in the RPAO, in accordance with the model provided in the Tender File.

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

39.3. Small and Medium-sized Enterprises (SMEs) constituted of national capital and managed by nationals as well as civil society organisations may provide a certified cheque, a bank cheque, a legal mortgage or a guarantee from a banking institution in lieu of a bond issued by a banking establishment or a 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. In this case, the bid bond is seized by the Project Owner.

39.5. Holders of a jobbing order may be exempted from the obligation to provide the final bond.

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

**Special Regulations Governing the Invitation to Tender**

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

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

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

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

| References of the RGAO                                                                                                                                                                                                                                                                                                      | Description of the provision of the RPAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |                                                    |         |                                 |         |                                      |         |       |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------------------------|---------|---------------------------------|---------|--------------------------------------|---------|-------|---------|
| A. GENERALITIES                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         |                                                    |         |                                 |         |                                      |         |       |         |
| 1.1                                                                                                                                                                                                                                                                                                                         | <div>- Name and address of the: The City Mayor Bamenda City Council. P O Box 495 Mankon Bamenda</div> <div>- Reference of Invitation to tender:</div> <div>- Number of lots: The works are regrouped in a single LOT</div> <table><tr><td>STRETCH 1: MILE 1 JUNCTION UPSTATION – MOYO CORNER</td><td>1.44 km</td></tr><tr><td>STRETCH 2: MBINGFIE TO ALABUKAM</td><td>4.40 km</td></tr><tr><td>STRETCH 3: ALAKORO TO PAULS COMPUTER</td><td>1.96 km</td></tr><tr><td>TOTAL</td><td>7.80 km</td></tr></table> |         | STRETCH 1: MILE 1 JUNCTION UPSTATION – MOYO CORNER | 1.44 km | STRETCH 2: MBINGFIE TO ALABUKAM | 4.40 km | STRETCH 3: ALAKORO TO PAULS COMPUTER | 1.96 km | TOTAL | 7.80 km |
|                                                                                                                                                                                                                                                                                                                             | STRETCH 1: MILE 1 JUNCTION UPSTATION – MOYO CORNER                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.44 km |                                                    |         |                                 |         |                                      |         |       |         |
|                                                                                                                                                                                                                                                                                                                             | STRETCH 2: MBINGFIE TO ALABUKAM                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4.40 km |                                                    |         |                                 |         |                                      |         |       |         |
|                                                                                                                                                                                                                                                                                                                             | STRETCH 3: ALAKORO TO PAULS COMPUTER                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.96 km |                                                    |         |                                 |         |                                      |         |       |         |
|                                                                                                                                                                                                                                                                                                                             | TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 7.80 km |                                                    |         |                                 |         |                                      |         |       |         |
|                                                                                                                                                                                                                                                                                                                             | <div>Definition of works:</div> <div>The works consist in:</div> <div><div>- Site installation, Clearing and cleaning of road sides, Scarification and rapid grading, Filling some very bad portions along some streets, and the execution of base course with laterite and drainage structures.</div></div> <div>NB: The information on the work to be carried out is detailed in the unit price schedule, the detailed quantity and cost estimate and the Special Technical Clauses.</div>                 |         |                                                    |         |                                 |         |                                      |         |       |         |
|                                                                                                                                                                                                                                                                                                                             | 1.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |                                                    |         |                                 |         |                                      |         |       |         |
| <div>The provisional date line for execution:</div> <div>The maximum time frame provided for by the Project Owner for the execution of works subject of this invitation to tender is three (03). Calendar months per lot. This time frame shall run from the date of notification of the service order to start work.</div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         |                                                    |         |                                 |         |                                      |         |       |         |
| 1.4                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         |                                                    |         |                                 |         |                                      |         |       |         |
| <div>Name, subject of the works: the maintenance of some earth roads in Bamenda I and II Sub Divisions</div> <div>The works are regrouped in a single</div> <div>The work involves several phases: No</div> <div>Preparatory conference for the establishment of proposals: No</div>                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         |                                                    |         |                                 |         |                                      |         |       |         |
| 2                                                                                                                                                                                                                                                                                                                           | <div>Source(s) of funding: The works subject of this invitation to tender shall be financed by:</div> <div>the Bamenda City Council 2026 Budget under the budgetary Head 60513</div>                                                                                                                                                                                                                                                                                                                         |         |                                                    |         |                                 |         |                                      |         |       |         |
| 4.2                                                                                                                                                                                                                                                                                                                         | The invitation to tender is open to <i>all National companies that are categorized with experience in the field of road work and public works.</i>                                                                                                                                                                                                                                                                                                                                                           |         |                                                    |         |                                 |         |                                      |         |       |         |
| 5.1                                                                                                                                                                                                                                                                                                                         | <div>(Origin/ Source of building materials, materials, and supply of equipment and services.</div> <div><i>No building materials, materials, equipment for use in this project shall be obtained from the following locations: <b>locally or imported</b></i></div>                                                                                                                                                                                                                                          |         |                                                    |         |                                 |         |                                      |         |       |         |
| 5.2                                                                                                                                                                                                                                                                                                                         | <div>In case of associated groups of enterprises, each member of the group must submit a complete administrative file, the documents " <i>Bank domiciliation certificate (except in the case of joint co-contracting), the purchase receipt for the TF and the bid bond</i>" provided for in point 13.1 of the RPAO being submitted only by the representative of the group.</div>                                                                                                                           |         |                                                    |         |                                 |         |                                      |         |       |         |

| References of the RGAO        | Description of the provision of the RPAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| 5.4                           | <p>Information necessary to prove that the eligibility criteria for national preference are met:</p> <ul style="list-style-type: none"> <li>- Sworn statement</li> <li>- Grading and Categorization certificate</li> <li>- Integrity charter</li> <li>- Dated and signed commitment statement to comply with environmental and social clauses</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7.3.                          | <p>For the purpose of the works site visit to be organised no later than 13/08/2026] after publication of the tender notice, the Project Owner's or the Delegated Project Owner's service to be contacted is [</p> <ul style="list-style-type: none"> <li>- P.O Box 495 Mankon Bamenda</li> <li>- Tel: 623 36 12 67</li> <li>- Fax: +237 623 36 12 67</li> <li>- Email: -Email: <a href="mailto:info@bamendacity.com">info@bamendacity.com</a></li> </ul> <p>Each tenderer is advised to visit and inspect the works site and its surroundings and to obtain by himself, and under his own responsibility, all information that may be necessary for the preparation of the offer and the execution of the studies and works. The costs associated with the site visit shall be borne by the Tenderer.</p> |
| 9                             | <p>Additional information may be obtained during working hours from SIGAMP Services of the Bamenda City Council, Tel: 623 36 12 67 or online on COLEPS platform via <a href="http://www.marchespublics.cm">http://www.marchespublics.cm</a> and <a href="http://www.publiccontracts.cm">http://www.publiccontracts.cm</a>,</p> <p>Clarifications may be requested not later than [14 days] days before the offers submission date. Requests for clarification must state the full name and address of the applicant and be sent to the following address:</p> <p>SIGAMP service Tel/Fax +237 623 36 12 67 Bamenda City Council</p> <ul style="list-style-type: none"> <li>- P.O.Box 495 Mankon Bamenda E-mail : Email: <a href="mailto:info@bamendacity.com">info@bamendacity.com</a></li> </ul>           |
| <b>C- PREPARATION OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12.                           | The language of offer is English or French                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| References<br>of the<br>RGAO | Description of the provision of the RPAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| 13.1                         | <p>The tenderer should produce a three-volume offer, presented as follows:</p> <p><b>A-Volume I: Administrative documents</b></p> <p>the documents shall include notably:</p> <ul style="list-style-type: none"> <li>a) <i>The stamped declaration of intention to tender signed by the legal representative or duly appointed agent bearing a fiscal stamp;</i></li> <li>b) <i>The bid bond (following the model attached) of an amount of <b>two million five hundred and twenty thousand (2,520,000) CFA francs</b> and of a validity period of one months, established by a first-rate bank or first category financial institution authorised by the Cameroon Minister in charge of Finance to issue bonds for public contracts or any other form provided for by the regulation in force (certified cheque, bank cheque, a legal mortgage), unless otherwise provided for in the financing agreement relating to the subject of the invitation to tender concerned. The validity period of the bid bond must exceed that of the bids by thirty (30) days. bearing a fiscal stamp and a hand written endorsement on it accompanied with a CDEC receipt.</i></li> <li>c) <i>The notarised group agreement (if applicable);</i></li> <li>d) <i>Power of attorney where necessary;</i></li> <li>e) <i>Attestation of fiscal conformity;</i></li> <li>f) <i>A certificate of non-bankruptcy issued by the Court of First Instance in the locality of the head office of the enterprise or any other document issued by the competent institution of the foreign tenderer's country of residence;</i></li> <li>g) <i>A certificate of the tenderer's bank domiciliation, issued by a banking establishment or institution authorised by the Cameroon Minister in charge of Finance, unless otherwise provided for in the financing agreement;</i></li> <li>h) <i>The Tender File purchase fee receipt for the payment of a non-refundable sum of <b>one hundred and six thousand five hundred (106,500) Francs CFA</b>, payable at Bamenda City Council Treasury under the budgetary head 712 101.</i></li> <li>i) <i>A certificate of non-exclusion from public contracts issued by the body in charge of the regulation of public contracts;</i></li> <li>j) <i>A clearance certificate issued by the National Social Insurance Fund testifying that the tenderer has met his social obligations towards the said Fund, dated less than three months from the date of signature of the said certificate;</i></li> <li>k) <i>The grading certificate, categorisation certificate or result of categorisation.</i></li> <li>l) <i>Certificate of incorporation</i></li> <li>m) <i>Recent tax payers card bearing a fiscal stamp</i></li> </ul> |

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

| References of the RGAO | Description of the provision of the RPAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|                        | <p>- <b>Proof of ownership of a Concrete mixer</b><br/> - <b>Proof of ownership of a manual compactor</b><br/> - <b>Proof of ownership of a set of small tools (receipt of small tools)</b></p> <p><b><u>NB:</u></b> Attach copies, certified by the issuing authorities or any other authorised authority, of the vehicle registration documents for rolling stock and the purchase invoices for other equipment, if applicable, accompanied by a signed commitment to hire the equipment.</p> <p><b>b.2 Organisation and Methodology</b></p> <p>The tenderer shall produce a descriptive or methodological note which presents in detail the elements of his technical proposal, including:</p> <ul style="list-style-type: none"> <li>a) The organisation and scheduling that he plans to put in place to carry out the work efficiently, to which is attached the site visit report or the signed sworn certificate, if applicable;</li> <li>a) the timetable, schedule and delivery date of the services;</li> <li>b) the arrangements envisaged for the use of local labour (HIMO labour-intensive approach);</li> <li>c) provisions for compliance with environmental measures, where applicable;</li> <li>d) the work that the tenderer intends to subcontract;</li> <li>e) Other items [<i>to be specified</i>].</li> </ul> <p><b>b.3. The tenderer must fill in and sign the following forms:</b></p> <ul style="list-style-type: none"> <li>• <i>the Integrity Charter</i></li> <li>• <i>Declaration of commitment to respect social and environmental clauses</i></li> </ul> <p><b>b.4. Proofs of acceptance of the conditions of the contract</b></p> <p>The tenderer shall submit dully initialled copies of the following documents:</p> <ul style="list-style-type: none"> <li>f) The Special Administrative Conditions (SAC);</li> <li>g) The Special Technical Clauses (STC).</li> </ul> <p><b><u>NB:</u></b> Failure to accept the terms of the contract shall cause the elimination of the tenderer.</p> <p><b>b.5. Comments on SAC and STC</b></p> <p>The tenderer must attach the observation note on the SACs and/or the STCs, together with any proposals.</p> <p><b>b 6- Financial capacity</b></p> <p>Tenderers must submit in particular:</p> <ul style="list-style-type: none"> <li>▪ A certificate of financial capacity worth 94,500,000frs issued by a 1st rate approved bank;</li> <li>▪ Annual turnovers based on a certified balance sheet or a statistical and tax returns, in accordance with the attached model. 150 million for 3 years</li> </ul> <p><b>C. Volume 3: Financial offer</b></p> |

| References of the RGAO | Description of the provision of the RPAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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|                        | <p>This bid shall include the following documents:</p> <p><b>c.1 The offer proper</b>, in original, prepared in accordance with the attached model, stamped at the current rate, signed and dated;</p> <p><b>c.2 The duly filled Unit Price Schedule and/or Fixed Price Schedule;</b></p> <p><b>c.3. The duly filled detailed quantity and cost estimates;</b></p> <p><b>c.4 The sub-detail of prices and/or the breakdown of all-in prices;</b></p> <p>To this effect, tenderers shall use the documents and models or standard forms provided for in the Tender File.</p> |
| 14.3.                  | <b>Taxes and dues:</b> <i>Prices proposed should be inclusive of all taxes.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 14.4.                  | <b>The contract prices shall be revisable.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 15.1.                  | <i>[In the context of this consultation, the currency(ies) of the offer is (are) defined according to option A (local currency only) or option B (local and foreign currencies) of Article 15.1 of the RGAO].</i>                                                                                                                                                                                                                                                                                                                                                           |
| 15.2.                  | The exchange rate for converting the tenderer's offer into local currency as well as for converting future detailed accounts into foreign currency shall be that [to be specified: example. that of the BEAC three working days before the deadline for the submission of offers] <b>(Not applicable)</b>                                                                                                                                                                                                                                                                   |
| 16.1.                  | <p><b>Validity of bids:</b></p> <p>The period of validity of offers is ninety (90) days from the deadline for the submission of offers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 17.1.                  | The amount(s) of the bid bond(s) per lot are as follows: <b>two million five hundred and twenty thousand (2,520,000) CFA francs</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 18.1.                  | Offers will be evaluated based on a minimum of 07 days and a maximum of 12 days. The evaluation method is fixed in Article 32.2(e) of the RGAO.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 18.3.                  | <p>Technical variants on the part(s) of the work specified below are permitted within the Technical Specifications: <i>[to be specified]</i></p> <p><i>[This provision will be included where variants are possible with the possibility for net price benefits, shorter execution time limit and/or better technical performance. The reference to the technical specifications shall be mentioned. Otherwise, it must be deleted].</i></p> <p><b>(Not applicable)</b></p>                                                                                                 |
| 19.1.                  | The preparatory meeting ahead of the establishment of bids will be held at: There shall not be any preparatory meeting.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| References of the RGAO | Description of the provision of the RPAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 20.                    | <p align="center"><b>Online submission FORM, FORMAT AND SIGNATURE OF THE OFFER</b></p> <p align="center">[File size and format:</p> <p>For bits submission, the maximum sizes of the documents that will transit on the platform and constitute the tenderer's offer are as follows</p> <ul style="list-style-type: none"> <li>• 5 MB for the Administrative Offer;</li> <li>• 15 MB for the Technical Offer;</li> <li>• 5 MB for the Financial Offer.</li> </ul> <p>The following formats are accepted:</p> <ul style="list-style-type: none"> <li>• PDF format for text documents;</li> <li>• JPEG for images.</li> </ul> <p>The candidate shall ensure that compression software is used to reduce the size of the files to be transmitted]. For electronic submission, the offer must be sent by the tenderer on the COLEPS platform or any other electronic means of communication indicated by the Project Owner in the DAO. A back-up copy of the offer recorded on a USB key or CD/DVD and a hard copy of the administrative file must be deposited in the services of the PO or CA concerned in a sealed envelope clearly and legibly marked "back-up copy" and with the tender references within the specified time limit].</p> <p><i>[For online submission, they must be sent electronically via the COLEPS platform available at <a href="http://www.marchespublics.cm">http://www.marchespublics.cm</a> or <a href="http://www.publiccontracts.cm">http://www.publiccontracts.cm</a>.</i></p> |
| 20.1.                  | <p><b>The closing date and time for submission of offers are as follows:</b></p> <p><b>Date 09/09/2026 time 10am server time</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                        | <p align="center"><b>D. SUBMISSION OF OFFERS</b></p> <p align="center"><b>SUBMISSION METHOD</b></p> <p>The method of submission for this consultation is: <i>online</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                        | <p align="center"><b>E. OPENING OF BIDS AND EVALUATION OF OFFERS</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 25.1                   | <p>The offers shall be opened in a single phase on <b>09/09/2026 at 11am</b></p> <p>Only tenderers may attend this opening session or be represented by a person of their choice, duly authorised, even in the case of a group of enterprises.</p> <p><b>For fear of rejection, the documents in the administrative file required must be produced in originals or in copies certified as true by the issuing department or competent administrative authority, in accordance with the provisions of the Special Regulations for the Call for Tenders. They must be valid at the time of submission of the offer and must be less than three (3) months old from the original deadline for the opening of offers or have been issued after the date of signature of the invitation to tender, except NSIF attestation that has a validity of one month.</b></p> <p>In case of absence or non-compliance of a document in the administrative file at the opening of bids, the tenderers concerned shall be given forty-eight (48) hours to submit or replace the said document.</p> <p>The Contracts Board shall declare inadmissible and reject:</p> <ul style="list-style-type: none"> <li>• any bid in black on white;</li> </ul>                                                                                                                                                                                                                                                                         |

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

| References of the RGAO | Description of the provision of the RPAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| References of the RGAO                                                                                                                                                                                                                                                                                         | Description of the provision of the RPAO                                                                                             |                                                                     |        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------|--|
|                                                                                                                                                                                                                                                                                                                | 5                                                                                                                                    | The absence of a quantified unit price in the financial offer;      | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | 6                                                                                                                                    | Absence of an element in the financial offer (submission SUP, BQE); | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | IV- General eliminatory criteria                                                                                                     |                                                                     |        |  |
|                                                                                                                                                                                                                                                                                                                | 7                                                                                                                                    | False declarations, fraudulent schemes or forged documents;         | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | 8                                                                                                                                    | Non-compliance with at least 4 essential criteria out of 6;         | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | 9                                                                                                                                    | Absence of grading (categorization) certificate                     | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | 10                                                                                                                                   | Non-compliance with the file format for offers submitted online;    | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | 11                                                                                                                                   | Financial offer above the budgeted envelop                          | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | 12                                                                                                                                   | Execution timeframe above the prescribed                            | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | 13                                                                                                                                   | Failure to accept the terms of the contract                         | Yes/No |  |
|                                                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"><li>▪ Essential criteria</li></ul>                                                                 |                                                                     |        |  |
|                                                                                                                                                                                                                                                                                                                | The evaluation of the essential criteria or those relating to the qualification of tenderers shall relate, by way of indication, to: |                                                                     |        |  |
|                                                                                                                                                                                                                                                                                                                | <u>Experience</u>                                                                                                                    |                                                                     |        |  |
| <ul style="list-style-type: none"><li>▪ General experience in works</li></ul>                                                                                                                                                                                                                                  |                                                                                                                                      |                                                                     |        |  |
| Experience in works contracts of 2 contracts executed during the last (3) <i>three</i> ] years preceding the deadline for the submission of offers with a minimum amount of 80,000,000frs.                                                                                                                     |                                                                                                                                      |                                                                     |        |  |
| <u>Specific experience in similar works (to those in the invitation to tender)</u>                                                                                                                                                                                                                             |                                                                                                                                      |                                                                     |        |  |
| Having effectively executed satisfactorily and substantially completed, as a contractor or subcontractor, at least two (02) contracts similar to the work over the last three (03) years with a minimum value of 80,000'000 frs CFA                                                                            |                                                                                                                                      |                                                                     |        |  |
| The similarity shall relate to the physical size, complexity, methods/technologies or other characteristics.                                                                                                                                                                                                   |                                                                                                                                      |                                                                     |        |  |
| <ul style="list-style-type: none"><li>a) <i>Copies of the first and last pages of the contract;</i></li><li>b) <i>Provisional or final acceptance report or performance certificate signed by the Project Owner;</i></li><li>c) <i>Other supporting documents, if applicable and to be specified</i></li></ul> |                                                                                                                                      |                                                                     |        |  |
| <ul style="list-style-type: none"><li>▪ Personnel:</li></ul>                                                                                                                                                                                                                                                   |                                                                                                                                      |                                                                     |        |  |
| The candidate must establish that he has the right personnel for the key positions required, including:                                                                                                                                                                                                        |                                                                                                                                      |                                                                     |        |  |

| References of the RGAO | Description of the provision of the RPAO |                          |                              |                                   |                                                 |                                           |
|------------------------|------------------------------------------|--------------------------|------------------------------|-----------------------------------|-------------------------------------------------|-------------------------------------------|
|                        | <b>Name</b>                              | <b>Position proposed</b> | <b>Minimum qualification</b> | <b>Year of overall experience</b> | <b>Specific experience in terms of projects</b> | <b>Position occupied for each project</b> |
|                        |                                          |                          |                              |                                   |                                                 |                                           |
|                        |                                          |                          |                              |                                   |                                                 |                                           |
|                        |                                          |                          |                              |                                   |                                                 |                                           |
|                        |                                          |                          |                              |                                   |                                                 |                                           |
|                        |                                          |                          |                              |                                   |                                                 |                                           |
|                        |                                          |                          |                              |                                   |                                                 |                                           |

**NB:** Any public employee listed among the staff and who has not presented all the documents likely to justify his release from the Administration shall be not considered in the evaluation.

If the CV of the same expert appears in more than one tender or if there is a discrepancy between the CVs submitted for the same expert, a request for clarification shall be sent to the expert in order to establish the bidder's tender to be considered for evaluation. In this case the expert in question will not be evaluated in the competing bid and his CV shall be examined provided that the CV produced for the request for clarification is identical to that in the Bid under consideration.

- Equipment

The tenderer must prove that he has the following as own or hired equipment:

| No. | Type characteristics and of the equipment | Age condition / | Minimum number required | Owner hired | Year of acquisition | Proof |
|-----|-------------------------------------------|-----------------|-------------------------|-------------|---------------------|-------|
| 1   |                                           |                 |                         |             |                     |       |
| 2   |                                           |                 |                         |             |                     |       |
| 3   |                                           |                 |                         |             |                     |       |
| ... |                                           |                 |                         |             |                     |       |
| N   |                                           |                 |                         |             |                     |       |

The Project Owner should specify, as the case may be, a maximum age beyond which the equipment in question will not be accepted.

**[N.B:** The PO may specify a certain type of material to be as own material. In this case, this provision should be included in the eliminatory criteria.

- Financial capacity

Tenderers must present, in particular:

- A certificate of financial capacity of an amount of 94,500,000 CFA francs issued by an approved bank,

| References of the RGAO | Description of the provision of the RPAO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | <ul style="list-style-type: none"> <li>Average annual turnovers, according to the balance sheet or statistical and tax returns for the past three (03) years of least 150,000,000 Frs.</li> </ul> <p><b><u>Proof of acceptance of the terms of the contract</u></b></p> <p><i>Bidders must submit duly initialled and signed copies, marked “read and approved”, of the following administrative and technical documents governing the contract:</i></p> <ul style="list-style-type: none"> <li>➤ The Special Administrative Clauses (SAC);</li> <li>➤ The Special Technical Clauses (STC),</li> </ul> |

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

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

**B. Financial situation**

|                                                                                                                                             |           |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| a. Financial capacity $\geq$ 94,500,000 million                                                                                             | Yes/No    |
| b. Average annual turnovers, according to the balance sheet or statistical and tax returns for the past three (03) years $\geq$ 150 million | Yes/No    |
| <b>Total B</b>                                                                                                                              | <b>/2</b> |

**C. References of the company in similar works for the past five (05) years:**

|                                                                                                                                                                     |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| a. Certified first and last pages of 2 contracts in the required domain $\geq$ 80 mill. realized within the past 5 years <b>(0.5 mark for each project)</b>         | Yes/No    |
| b. Certified copies of the reception minutes of the contracts of point (a) <b>(0.5 mark for each project)</b>                                                       | Yes/No    |
| c. Certified first and last pages of 2 similar contracts in the required domain $\geq$ 80 mill. realized within the past 5 years <b>(0.5 mark for each project)</b> | Yes/No    |
| d. Certified copies of the reception minutes of the contracts of point (b) <b>(0.5 mark for each project)</b>                                                       | Yes/No    |
| <b>Total C</b>                                                                                                                                                      | <b>/4</b> |

**D. Equipment**

|                                                           |        |
|-----------------------------------------------------------|--------|
| <b>D. Equipment</b>                                       |        |
| - Proof of ownership or hired of 2 trucks .....           | yes/no |
| - Proof of ownership or hired of a grader .....           | yes/no |
| - Proof of ownership or hired of a front-end loader ..... | yes/no |

|                                                                                                                                |           |
|--------------------------------------------------------------------------------------------------------------------------------|-----------|
| - Proof of ownership or hired of a pick-up                                                                                     | yes/no    |
| Proof of ownership or hired of a compactor (cylinder)                                                                          | yes/no    |
| Proof of ownership or hired of a water tanker                                                                                  | yes/no    |
| Proof of ownership of a manual compactor                                                                                       | yes/no    |
| Proof of ownership of a set of small tools (receipt of small tools)                                                            | yes/no    |
| <b>TOTAL D</b>                                                                                                                 | <b>/8</b> |
| <b>E. . Qualification of site personnel</b>                                                                                    |           |
| - Organizational Chart of the enterprise.....                                                                                  | yes/no    |
| - Organizational Chart of site with comments .....                                                                             | yes/no    |
| <b>Works Director: Civil Engineer (Bac+3 minimum) with at least 05 years of working experience</b>                             |           |
| - Certified Diploma of work Director.....                                                                                      | yes/no    |
| - Attestation of presentation of original diploma of works director .....                                                      | yes/no    |
| - CV signed and dated by works Director.....                                                                                   | yes/no    |
| - Professional experience of works Director at least five years.....                                                           | yes/no    |
| - Attestation of availability duly signed by the works director .....                                                          | yes/no    |
| - Certified copy of National Identity card                                                                                     | yes/no    |
| - Attestation from National Order of Civil Engineers(NOCE)                                                                     | yes/no    |
| <b>Site foreman: Senior Civil Engineering technician with at least 05 years working experience (HND) in civil engineering*</b> |           |
| - Certified copy of certificate of site foreman.....                                                                           | yes/no    |
| - Attestation of presentation of original diploma of site foreman .....                                                        | yes/no    |
| - CV signed and dated by site foreman.....                                                                                     | yes/no    |
| - Professional experience of site foreman above five years .....                                                               | yes/no    |
| - Attestation of availability of site foreman sign and dated.....                                                              | yes/no    |
| - Certified copy of National Identity card                                                                                     | yes/no    |
| <b>Geotechnical (HND) in civil engineering with at least 3 years working experience*</b>                                       |           |
| - Certified copy of diploma.....*                                                                                              | yes/no    |
| - Attestation of presentation of original of diploma .....                                                                     | yes/no    |
| - CV signed and dated .....                                                                                                    | yes/no    |
| - Experience in building construction and public works ( $\geq 3$ yrs)...*.....                                                | Yes/no    |
| - Certified copy of National Identity card                                                                                     | yes/no    |
| <b>Surveyor holder of (HND) in surveying with at least 3 years working experience*</b>                                         |           |

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

#### F. Acceptance of the conditions of the contract

|                                                                                                 |            |
|-------------------------------------------------------------------------------------------------|------------|
| a. The Special Administrative Clauses (SAC) initialled on all pages and signed on the last page | Yes/No     |
| b. The Special Technical Clauses (STC) initialled on all pages and signed on the last page      | Yes/No     |
| c. Quality of tender (orderliness, binding and neatness)                                        | Yes/No     |
| <b>Total F</b>                                                                                  | <b>/3</b>  |
| <b>GRAND TOTAL = TOTAL (A+ B + C+ D + E + F)</b>                                                | <b>/53</b> |

The minimum acceptable total score obtained for the technical offer shall be 80% which is 42/53.

**NB: A detailed evaluation grid consistent with the requirements of the Special Regulations Governing the Invitation to Tender may be attached to these Special Regulations Governing the Invitation to Tender. *The said grid and the criteria detailed below must formally specify the procedures for validating a criterion based on the number of sub-criteria met*.**

***In the event of a conflict between the contents of the Tender File, the elimination of a tender for non-compliance with the provisions of the Tender File must be based solely on the criteria contained in the RPAO, the provisions of which take precedence over those of the other documents.***

|      |                                                                                                                                                                                                                                                                                                      |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31.2 | The currency used for the conversion into a single currency is the CFA franc, the source of the exchange rate being the Bank of Central African States (BEAC).<br>The exchange rate date is: <i>[Select a date between zero and 14 days before the tender expiry date]</i> . <b>(not applicable)</b> |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <p>The date of the exchange rate is: [Retain a date that will not be more than twenty-eight (28) days before the deadline for submission of tenders, nor later than the initial date of expiry of the period of validity of offers.</p> <p>the exchange rate for converting the bidder's offer into local currency and for converting future detailed accounts into foreign currency shall be that [to be specified, for example, that of the BEAC three working days before the deadline for submission of offers]. <b>(not applicable)</b></p>                                                    |
| 32.2.(b)                  | <p>The method of evaluation for costing works to be executed under State supervision is defined as follows: <i>[to be specified if applicable]</i> and the percentage of such work should be specified <b>(not applicable)</b></p>                                                                                                                                                                                                                                                                                                                                                                  |
| 32.2.(e)                  | <p>The execution deadline will be evaluated as follows:(to be specified if applicable)</p> <p><i>[If the execution deadline is a factor in the assessment, the method of assessment should be specified here, in the form of a specific amount per week of delay based on a 'standard' or minimum execution deadline, which amount is related to the estimated prejudice to the Project Owner or Delegated Project Owner. The amount shall not exceed the corresponding amount of penalties for delay set in the SAC]. (not applicable)</i></p>                                                     |
| 32.2.(g)                  | <p>The method for assessing the technical variants is the following:<br/><i>[To be inserted, where appropriate, with reference to the provisions of the Technical Specifications]. (not applicable)</i></p>                                                                                                                                                                                                                                                                                                                                                                                         |
| 33.1                      | <p>National bidders <i>[may or may not]</i> benefit from a margin of national preference during the evaluation.<br/><i>[If the application of preference to a national contractor plays a role in the award of the Contract, insert here possible additional criteria required by the Project Owner or Delegated Project Owner to benefit from this preference]. (not applicable)</i></p>                                                                                                                                                                                                           |
| <b>F- AWARD</b>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 34.1                      | <p><i>The Project Owner awards the contract to the bidder whose bid has been found to be substantially compliant with the Tender File and who has the technical and financial capacity to execute the contract satisfactorily and whose bid has been evaluated as the lowest bid after application of the rebates proposed, if any.</i></p>                                                                                                                                                                                                                                                         |
| 34.2                      | <p><i>The combination to be applied in case of simultaneous award of several lots is as follows the Project Owner shall take into account the proposed rebates and shall base himself on the combination which is the most economically advantageous for it in order to draw up the list of successful bidders per lot: if not: [specify, if applicable, a method other than the one most economically advantageous for the Project Owner].</i></p>                                                                                                                                                 |
| 39.2                      | <p>The final bond rate is 3 % of the amount inclusive of all taxes of the contract<br/><i>[Its amount is fixed as a percentage of the amount including all taxes of the contract].</i><br/>Within twenty (20) days from the date of notification of the contract by the Project Owner, the contracting partner shall provide a final bond in accordance with the model attached to the Tender File. Failure to provide the said bond within the time limits and under the conditions set in Article 28 of the SAC shall expose the bidder to the penalties fixed in Article 37 of the said SAC.</p> |
| <b>Ethical principles</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>40</p> | <p>Tenders Board chairpersons and members, bidders and other persons involved in the procedure must always observe the strict rules of professional ethics. They must refrain in particular from corruption or any other form of fraudulent schemes. By virtue of these principles, the above expressions are defined as follows:</p> <ul style="list-style-type: none"> <li>(i) Whoever offers, gives, solicits or accepts any form of benefit in order to influence the action of a public employee during the award or execution of a contract shall be guilty of “corruption”.</li> <li>(ii) Whoever solicits or accepts several tenders issued by the same bidder under different company names and/or different registration numbers shall be guilty of “corruption”.</li> </ul> <p>ii. Whoever deforms or distorts facts in order to influence the award or execution of a contract or a jobbing order in a manner prejudicial to the Project Owner or the Delegated Project Owner shall be indulging in “fraudulent schemes. Fraudulent schemes" include in particular any agreement or collusive manoeuvre by bidders (before or after submission of the offer) aimed at artificially maintaining offer prices at levels which do not correspond to those that would result from free and open competition, and thus depriving the Project Owner or the Delegated Project Owner of related advantages” .</p> |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**DOCUMENT No.4**  
**SPECIAL ADMINISTRATIVE**  
**CLAUSES**  
**(SAC)**

## **Note relating to the Special Administrative Clauses**

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

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

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

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

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

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

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## Chapter I: Generalities

### Article 1: Subject of the contract

The purpose of this contract is the maintenance of some earth roads in Bamenda I and II Sub Divisions

*The subject of the contract must be consistent with article 1 of the RPAO.*

### Article 2: Contract award procedure

This contract shall be awarded This Contract is awarded by Open National Invitation to Tender N° 015/ONIT/BCCITB/2026 of 13/08/2026

### Article 3: Duties and security

For the application of the provisions of this contract, it is specified that:

#### 3.1 Duties (see. Public Contracts Code)

For the application of the provisions of this contract, it is specified that:

- **The Project Owner shall be The City Mayor of the Bamenda City Council.** He signs the contract, orders payment of services, ensures the preservation of originals of the documents relating thereto and the transmission of copies to the Authority in charge of Public Contracts and the Public Contracts Regulatory Body and to the Ministry in charge of Public Contracts or its relevant devolved service;
- **The Contract Manager shall be:** The Director of Technical Services in the Bamenda City Council. He ensures compliance with administrative, technical and financial clauses and contractual time-limits. He is responsible for the general management of the execution of services, he makes all the technical and financial arrangements and represents the Project Owner or the Delegated Project Owner in the competent dispute arbitration bodies. He provides the Project Owner or Delegated Project Owner with general administrative, financial and technical assistance during the definition, development, execution and acceptance stages of the works covered by the contract.
- **The Contract Engineer shall be:** a Senior Engineer in the Department of Technical Services and the Divisional Delegate of Urban Development and Housing MINH DU – Mezam . They are accredited by the Project Owner to monitor the contract execution under the supervision of the Contracts Manager to whom he reports;
- **The Project Manager** of this contract or the Control mission shall be: a consulting firm recruited for the control and supervision of works Herein after referred to as the Project

Manager; He is responsible for defending the interests of the Project Owner or the Delegated Project Owner at the definition, preparation, execution and acceptance stages of the services under the contract.

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

### 3.2. Security

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

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

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

### Article 4: Language, applicable laws and regulations

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

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

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

### Article 5: Standards

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

5.2. The contracting partner shall study, carry out and guarantee the work under this contract, taking into consideration the best practice in Cameroon for operations involving similar technology.

## **Article 6: Constituent documents of the contract**

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

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

## **Article 7- General applicable instruments**

This Contract shall be governed by the following general instruments

1. Law No 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5<sup>th</sup> August 1996 on the management of the environment;
5. Law No. 2025/012 of 27 December, 2025 on the Financial Regime of the State of Cameroon for the 2026 Financial Year
6. Law No. 2019/024 of December, 2019 on the General Code of Decentralized Territorial Communities.
7. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
8. Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code and its texts of application;
9. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
10. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.

11. Instruments governing the various professional bodies;
12. Decree No. 2001/048 of 23<sup>rd</sup> February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
13. Decree No. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
14. Decree No. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
15. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
16. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
17. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
18. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
19. Order No. 001/CAB/PR of 19<sup>th</sup> June 2012 relating to the Award and Control of Execution of Public Contracts;
20. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owner's circular.
21. Circular N° 0001877/C/MINFI of 31/12/2025 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2024 financial year;
22. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
23. The MINCOMMERCE Decree setting the Price List
24. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of markets reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
25. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
26. Unified Technical Documents (DTU) for building works;
27. Applicable standards;
28. Other instruments specific to the domain concerned with the Contract;
29. Circular 000006/LC/MINMAP/CAB of 05/02/2025 guiding the obligation for categorization of enterprise in the building and construction and road works;
30. Decree No 2018/0002/PM of 05/01/2018 fixing the modalities and condition for awarding contracts electronically;
31. Decree No 333/A/MINMAP/CAB of 27/12/2024 outlining the calendar of migration toward the exclusive award of contracts electronically.

## **Article 8: Communication**

Only communications in writing should be considered within the framework of this contract and the notifications sent to the following address:

a) If the contracting partner is the addressee: Dear Sir/Madam: \_\_\_\_\_

- P.O Box \_\_\_\_\_

- Telephone: \_\_\_\_\_

- Fax: \_\_\_\_\_

b) If the Project Owner or Delegated Project Owner is the addressee:

Dear Sir/: The City Mayor Bamenda City Council.

- P.O Box -P.O Box 495 Mankon Bamenda

- Telephone: 233 36 12 67

- Fax: (+237)233 36 12 67

with a copy sent at the same time to the Contract Manager and to the Engineer.

## **CHAPTER II: EXECUTION OF WORKS**

### **Article 9: Consistency of the services**

The works to be executed under this contract shall include: the maintenance of some earth roads in Bamenda I and II Sub Divisions.

[If the contract is awarded on the basis of a very specific supply, indicate the details of the supply, followed by the word “or equivalent”].

### **Article 10: Contract execution deadline**

10.1 The time limit for the execution of the works subject of this contract shall be: three (03). Calendar months per lot.

10.2 This time frame shall run from the date of notification of the service order to start work.

10.3 The works are regrouped in two (02) lots.

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

| Tranches     | Timeframe (in months) |
|--------------|-----------------------|
| Firm tranche |                       |

|                       |  |
|-----------------------|--|
| Conditional tranche 1 |  |
| Conditional tranche 2 |  |

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

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

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

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

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

## **Article 12: Administrative orders**

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

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

12.2 The administrative orders having an incidence on the amount and/or contract deadline, shall be signed by the Project Owner under the following conditions:

- a) where an administrative order is likely to cause contract amount overrun, its signature is subject to proof of funding from the Project Owner or the Delegated Project Owner;

- b) In case of contract amount overrun, changes can only be made through an amendment and additional services can be paid for only after the amendment has been signed by the Project Owner or the Delegated Project Owner;
- c) Administrative orders for additional services may be signed by the Project Owner or Delegated Project Owner and regularised later through an amendment, as long as their financial incidence is less than ten percent (10) of the contract amount.

A copy of the administrative orders referred to above will be sent to the Contract Manager, the Contract Engineer, the Paying Body and the Project Manager if applicable.

- d) The Paying Body's prior visa may possibly be required before the signature of those having an incidence on the amount;
- e) In any case, any modification affecting the technical specifications or the special technical clauses shall be subject of prior study on the scope, cost and contract deadlines.

12.3 Administrative Orders of technical nature linked to the normal progress of the work shall be signed directly by the Contract Manager and notified to the Contractor by the Engineer or the Project Manager (if applicable) with a copy to the Minister in charge of Public Contracts, to the Regulatory Body and the Paying Body.

12.4 Administrative orders serving as formal notice shall be signed by the Project Owner or the Delegated Project Owner and notified to the Contractor by the Contract Manager, with a copy to the Minister in charge of Public Contracts, the Regulatory Body, the Contract Engineer and the Project Manager if applicable.

12.5 Administrative orders for the suspension and resumption of works due to bad weather or other cases of force majeure shall be signed by the Project Owner or Delegated Project notified by the Contract Manager to the Contractor, with a copy to the Minister in charge of Public Contracts, the body in charge of regulation, the Contract Engineer and the Project Manager, if applicable.

12.6 Administrative orders prescribing the works necessary to remedy any disorders not arising from the normal use that appears in the works during the guarantee period shall be signed by the Contract Manager, on the proposal of the Engineer and notified to the Contractor by the Engineer.

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

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

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

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

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

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

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

13.3 During the term of the contract, the contractor shall not engage directly or indirectly in any professional or contractual activities likely to compromise his independence in relation to the tasks he is assigned.

13.4 In the event of a conflict of interest on the part of a member of the mission team, the contractor must notify the Project Owner in writing and must replace the expert in question who is involved in the project or the contract.

**Conflict of interest shall refer** to any situation in which the contractor could make direct or indirect profits from a contract awarded by the Project Owner to whom he is consulted or any situation in which he has sufficient personal or financial interests to compromise his impartiality in the discharge of his duties or of such a nature as to adversely affect his judgement.

13.5 The contracting partner is bound by professional secrecy with regard to third parties, concerning information, intelligence and documents gathered or brought to his knowledge during the execution of the contract.

In this respect, the documents drawn up by the contractor during the execution of the contract may only be published or communicated with the Project Owner's written approval.

When submitting the final report, the contracting partner must return all documents borrowed from the Project Owner.

13.6 The other party and its associates or subcontractors shall refrain during the term of the contract, and at the end of the contract for [six (6) months], from supplying goods, services or utilities to the Project Owner arising from or closely related to the services (with the exception of the execution or continuation of the services).

The contractor must bear all professional expenses and to cover all risks of illness and accident in the context of his mission.

The contractor may not modify the composition of the team proposed in his technical offer without the Project Owner's written approval.

In the case of foreign enterprises, if the Contractor is not resident, he must maintain a duly authorised permanent representative in the Republic of Cameroon during the period of performance of the contract.

#### **Article 14- Conditional tranche contracts**

14.1. [Specify whether the contract comprises one or more tranches and the conditions for notification of each of the tranches].

At the end of a tranche, the Project Owner or the Delegated Project Owner shall take delivery of the services for the tranche in question and issue a performance certificate to the Contractor in the year in which the contract is executed. This acceptance shall be a condition for the start of the next conditional tranche.

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

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

## **Article 15- Contractor's personnel and equipment**

### **15.1. Personnel of the enterprise**

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

Key personnel for the execution of the works:

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

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

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

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

### **15.2. Replacement of key personnel**

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

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

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

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

Any changes made shall be notified to the Project Owner for prior approval.

### **15.3 Withdrawal of personnel (if applicable)**

After written approval from the Project Owner or the Delegated Project Owner, the Contract Manager may, on the proposal of the Contract Engineer or the Project Manager, as appropriate, ask the contractor, after formal notice, to withdraw a member of his staff for serious misconduct duly established or for incompetence, giving the reasons for his request, the other party shall ensure that this person leaves the Site within fifteen (15) days and that he no longer has any connection with work under the Contract. In this case, the person shall be replaced in accordance with the provisions of Article 13.2 above.

#### **15.4 Representative of the contractor**

Upon notification of the contract, the contractor designates a natural person to represent him vis-à-vis the Administration in all matters relating to the execution of the project.

The person in charge of the works must have sufficient powers to take the necessary decisions without delay to ensure the smooth running of the project.

#### **15.5 Labour legislation**

The Contracting partner shall comply with labour legislation in force in Cameroon including legislation on recruitment, health, security, social protection, Labour intensive approach (HIMO), the quota of local resources to be mobilised.

The Contractor shall provide accommodation, medical assistance, food and sanitary facilities for the personnel living in the contractor's residential area, in compliance with the requirements of the Specifications relating to the Social and Sanitary Conditions of the workforce.

In his relations with his personnel and the personnel of his subcontractors, who will be employed or involved in the performance of the Contract, the Contractor shall observe national holidays, public holidays, holidays for religious events or other customs, and all applicable local laws and regulations relating to labour law.

Except otherwise provided for in the Contract, if the Contractor deems it necessary to carry out work at night or on public holidays in order to meet the Service Levels and Contract completion deadline, and if the Contractor seeks the consent of the Project Owner or Delegated Project Owner to do so (if such consent is required), the Project Owner shall not unreasonably refuse such consent.

The Contractor shall be responsible for obtaining all necessary permits and/or visas from the relevant authorities so that all labour and personnel to be employed on the Site may enter and stay legally in Cameroon.

The Contractor shall, at his cost, provide the necessary means for the repatriation of all his personnel and the personnel of his subcontractors working on the Site to the countries where they were

respectively recruited for the execution of the Contract, and shall take in charge, at his own cost, their temporary stay there between the date on which they cease to be employed for the execution of the Contract and the date scheduled for their repatriation.

#### **15.6 Material proposed in the offer.**

The contractor shall use the appropriate equipment of a standard comparable to the specifications of the TF, in the execution project for the proper execution of the services in compliance with standards. Any modification made shall be notified to the Project Owner or the Delegated Project Owner for prior approval.

#### **Article 16: Documents to be provided by the contractor**

##### **16.1 Work programme, Quality Assurance Plan and others.**

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

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

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

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

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

The administration's contracting partner shall then have seven (07) days to submit a new project. The Contract Manager or the Project Manager shall then have a period of five (05) to give his approval or make possible comments. The time limits for approval of the execution project are suspensive of the execution deadline.

The approval given by the Contract Manager or Project Manager shall in no way reduce the liability of the contractor. However, work carried out before the approval of the programme will not be

recorded or remunerated unless it has been expressly ordered. The updated and approved schedule will become the contractual planning.

The Administration's contracting partner shall constantly update, on the worksite, a work planning that takes into account the actual progress of the works. Substantial changes to the contractual programme may only be made after approval by the Contract Manager. After the Contract Manager has approved the execution program, he shall forward it to the Project Owner within five (05) days, without suspending effect of its execution. However, if significant modifications which alter the objective of the contract or the consistency of the works are noted, the Project Owner shall return the execution programme together with the reservations to be lifted within fifteen (15) days from the date of receipt.

b. The Environmental and Social Management Plan shall highlight especially the conditions for the choice of technical sites and residential area, the conditions for borrowing extraction sites and the conditions for restoring the worksites and installation sites.

c. The contractor shall indicate in this programme the materials and methods he intends to use and the number of personnel he intends to employ.

## **16.2 Execution project**

a. Within a maximum period of twenty (21) days from the date of notification of the administrative order to commence works, the Contractor shall submit to the Engineer or the Project Manager, as the case may be, for approval, an execution project in four (04) copies including especially:

- the minutes specifying the tasks to be carried out;
- a record of deteriorations, if any;
- the itinerary diagram or the linear of the works to be carried out, if applicable;
- a description of the processes and methods of execution of the works envisaged, with estimates of the use of personnel, equipment and materials;
- the execution plans for the works/structures and the related calculation notes;
- supply plans;
- the graphic planning of the works;
- the list of works that the contractor will have them carried out by subcontractors, if any.

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

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

## **Article 17: Provision of documents and site**

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

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

## **Article 18: Transport, insurance of structures and civil liability**

### **18.1 Packaging for the transportation of equipment and materials**

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

### **18.2 Insurance**

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

- c) In any case, the policy must cover all bodily injury, material and immaterial damage caused to third parties or to the works from the day after it is taken out until final acceptance of the services or ten-year liability, as appropriate.
- d) If the contractor fails to take out and/or maintain the insurances referred to above, the Project Owner may take out such insurances and maintain them in force, and deduct from time to time, from any sums due to the contractor under the contract, any premium paid by the Project Owner to the insurer, or otherwise recover the amount of the premium so paid shall be deemed to be a debt owed by the contractor.
- e) The contractor shall ensure that his sub-contractor(s) take out and maintain in force, to the fullest extent necessary, appropriate insurance policies covering their personnel, their vehicles and the services performed by them under the contract, unless these sub-contractors are covered by the policies taken out by the contractor.

## **Article 19- Subcontracting**

This contract may give rise to subsidiary orders or to have part of the works executed by subcontractors in accordance with the procedures laid down by the Code and the General Administrative Clauses applicable to works, after prior authorisation by the Project Owner or the Delegated Project Owner.

Notwithstanding any recourse to a subsidiary order, the main company remains responsible for the execution of all obligations resulting from the contract. The sub-contracting contract must comply with the commitments of the main enterprise. They will carry out their part of the work under the sole and full responsibility of the contractor.

The amount of works that may be subcontracted is limited to thirty per cent (30%) of the amount of the contract and any amendments thereto.

The services subject of subsidiary order must be awarded in priority to national Small and Medium-sized Enterprises of which at least fifty-one (51%) of the capital is held by nationals, and in the event of insufficiency or deficiency, to SMEs and Large Enterprises of which at least thirty-three percent (33%) of the capital is held by nationals.

Payment of the subcontractor may be made by the Project Owner when the amount of the service subcontracted by a single company is greater than or equal to ten percent (10%) of the total amount of the contract and any amendments or when it is established that the main enterprise is engaging in unorthodox practices vis-à-vis the subcontractor. Where the subcontractor is to be paid directly, the main contractor is required, when requesting authorisation, to establish that the assignment or security of receivables resulting from the contract does not prevent direct payment to the subcontractor.

## **Article 20- Site laboratory and tests**

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

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

20.2 The necessary laboratory equipment and materials are:

20.3 The modalities for the implementation of these trials are:

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

## **Article 21: Site logbook and meetings**

### **21.1 Site logbook.**

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

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

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

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

For any possible claim by the contractor, he may not refer to other documents of the contract than the events or documents mentioned at the appropriate time in the site logbook.

### **21.2 Site meetings**

In addition to regular site meetings at the behest of the Project Manager, periodic meetings shall hold in the presence of the Contract Manager and the Contract Engineer or their representative. [*Specify frequency*].

Site meetings shall be marked by minutes and signed by all participants.

#### **Article 22: Use of explosives**

The use of explosives is forbidden

### **CHAPTER III: ACCEPTANCE**

#### **Article 23- Documents to be provided prior to technical acceptance**

At least ten (10) days before the provisional acceptance of the subsequent contract, the contractor must provide the Project Owner with the following documents:

1. Copy of the invoice or detailed account describing the work, indicating its quantities, price and total amount;
2. Notification of acceptance;
3. Copy of the final bond;
4. Copy of insurance, if applicable;
5. Other to be specified.

#### **Article 24: Provisional acceptance**

##### **24.1 Preliminary operations to provisional acceptance**

Before provisional acceptance, the contractor shall ask the Project Owner or the Delegated Project Owner in writing, with a copy to the Engineer, to organise a technical inspection prior to acceptance. This visit includes, among other operations: [List operations].

- a) **The acceptance committee** or a technician appointed for this purpose, carries out quality and quantity checks, (to be specified for contracts with equipment included, as appropriate, either in the manufacturing plants and procedures, test workshops, shops or places where the contractor's services are carried out, test workshops of the State's public structures, or on the Project Owner's or Delegated Project Owner's sites).

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

- b) When these operations are carried out by a technician, he draws up a report proposing acceptance, repair, improvement or rejection, which is sent to the committee for its decision.

- c) **The technical acceptance committee** or the technician assigned to this task must check the qualitative, technical and quantitative conformity of the work.

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

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

## **24.2 Preliminary operations to acceptance**

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

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

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

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

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

## **24.3 Composition of the acceptance committee**

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

- **Chairperson:** The Project Owner or his representative;
- **Rapporteur:** The Contract Engineer;
- **Members:**
  - The Secretary General of Bamenda City Council;

- The Contract Manager or his representative;
- The Contract Engineer
- Stores-accountant
- **Observer:** The MINMAP representative;
- **Guest:** The Contractor;

The members of the Acceptance Committee are convened at least ten (10) days before the date of acceptance. The Contractor or the Service Provider is invited to the acceptance exercise by post at least ten (10) days before the date of the acceptance exercise. He must attend (or be represented). The absence of the Contractor or Service Provider is equivalent to acceptance without reservations of the conclusions of the Acceptance Committee.

#### **24.4. Partial acceptances**

The contractor may, if the nature of the services so requires or in cases of force majeure, request partial acceptance. In this case, the committee responsible for partial acceptance shall be the same as that responsible for provisional acceptance. A report of partial acceptance shall be drawn up and signed by all the parties.

**24.5. Start of the guarantee period:** The guarantee period shall start from the date of provisional reception.

#### **24.6 Taking possession of the works**

Any possession taking of the structures must be preceded by a partial or provisional acceptance. However, if there is urgency, taking possession may occur before acceptance, subject to the establishment of a joint statement on the situation.

#### **24.7- Rejection**

When the Committee deems that the work has such reservations that it does not seem possible to pronounce either partial acceptance or acceptance with a reduction, the Contract Manager shall notify a reasoned rejection decision.

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

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

## **Article 25- Documents to be provided after execution**

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

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

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

## **Article 26- Contractual guarantee / maintenance during the guarantee period**

### **26.1 Guarantee period**

The duration of the guarantee is three (03) months from the date of provisional acceptance of the works or partial acceptance where applicable.

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

### **26.2 Maintenance during the guarantee period**

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

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

## **Article 27- Final acceptance**

27.1 Final acceptance shall take place within a maximum period of [*fifteen (15) days*] from the expiry of the guarantee period.

27.2 The Project Manager may not be a member of the committee.

27.3 The composition and procedure for final acceptance are the same as for provisional acceptance.

27.4- The contract is definitively closed under the conditions set out in Article 38 paragraph 4 of these SAC concerning the General and Final detailed Accounts.

#### **Article 28- Legal guarantee**

The contractor shall be automatically liable to the Project Owner for ten (10) years from provisional acceptance for damage that undermines the solidity of the structure or affects the structure in one of its constituent parts or one of its equipment elements, making it inadequate for its purpose.

To this end, he shall recruit an approved Technical Control Office (TCO) to assess the works with a view to obtaining a ten-year insurance.

### **CHAPTER IV: FINANCIAL CLAUSES**

#### **Article 29- Contract price**

The amount of this contract, as shown in the [*detailed estimates*] is: \_\_\_\_\_(in figures)\_\_\_\_\_ (in words) CFA francs inclusive of all taxes (IAT); that is:

- Amount EVAT: \_\_\_\_\_(\_\_\_\_) CFA francs;
- Amount of VAT: \_\_\_\_\_(\_\_\_\_) CFA francs
- AIR amount: \_\_\_\_ (\_\_\_\_) CFA francs
- TSR amount, if any: ----- (\_\_\_\_) CFA francs [*Only applicable for contracts with contractors based abroad*];
- Net to be paid = Net amount with all taxes and duties deducted: \_\_\_\_ (\_\_\_\_) CFA francs.

#### **Article 30- Place and method of payment**

Any payment relating to a public contract shall be made by transfer to an account held in a first-rate Cameroon credit institution approved by the Minister of Finance, in accordance with regulations in force, or by documentary credit.

The Project Owner shall pay the sums due by bank transfer in the name of the contractor in the following manner:

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

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

## **Article 31- Guarantees and bonds**

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

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

### **31.1 Final Bond**

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

### **31.2 Start-up advance bond**

the rates (maximum 20% of the amount inclusive of all taxes of the contract guaranteed at 100% by a bank under Cameroonian law or a first-rate approved financial institution in accordance with the regulations in force) and the modalities to refund the guarantee.]

### **31.3 Performance bond**

The retention bond shall be released or the performance bond refunded with effect from the final acceptance of the works after a release order issued by the Project Owner or Delegated Project Owner after the expiry of the guarantee period.

Upon expiry of 30 (thirty) calendar days, the bonds shall cease to have any effect; the competent body shall be bound to refund the bonds or release the retention or performance bond upon simple request of the administration's contracting partner; unless the Project Owner or Delegated Project Owner has duly notified the contracting partner's guarantor that he has not fulfilled all his obligations.

In this case, the bond commitment may cease to have effect only following a release order issued by the Project Owner or Delegated Project Owner

### **Article 32- Price variation**

32.1 The prices are revisable

Down payments made to the contractor as advances are not revisable.

32.2 Price updating conditions (if applicable).

The conditions for updating or revising prices are those provided for in the Public Contracts Code.

### **Article 33- Price revision formulae (Not applicable)**

The prices in the unit price schedule are revisable by applying the following formula:

For each of the parameters, the index "0" indicates the 'basic value' at the date of the month preceding the month of the opening of the bids. *[To comply with the Public Contracts Code].*

### **Article 34- Price updating formulae (Not applicable)**

The prices in the unit price schedule are revisable by applying the following formula:

The indexes are, where applicable, those defined for the price revision formulae.

### **Article 35- Works executed under State supervision**

35.1 The contractor shall be bound to make available to the Project Owner, the labour, materials, tools and all the necessary means that may be required to carry out some works under State supervision, provided that the request is made at least eight (8) days in advance and that it is related to the subject of the contract.

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

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

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

### **Article 36 : Valuing the supplies**

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

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

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

### **Article 37- Advances**

37.1 The Project Owner

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

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

37.4 As the advances are reimbursed, the Project Owner or the Delegated Project Owner shall release the corresponding part of the guarantee, at the express request of the administration's contracting partner.

37.5. The administration's contracting partner shall use the start-up advance exclusively for the purchase of materials, equipment, materials and mobilisation expenses specially required for the execution of the Contract specified in his application.

### **Article 38- Payment of works**

#### **38.1 Ascertainment of works executed**

*Before the end of each month*, the administration's contracting partner and the Engineer or the Project Manager, shall jointly establish a job cost sheet summarising and fixing the quantities realised and recorded

for each item in the list during the month and that may give entitlement to payment.

### **38.2 Provisional detailed accounts**

*Provisional detailed accounts must be prepared in seven copies at a frequency of: fifteen (15) days.*

The Project Manager or the Engineer has a period of: five (05) days to transmit to the Contract Manager, the draft detailed account that he has approved.

The Contract Manager on his part has a period of: ten (10) days to proceed with the liquidation and its transmission to the accounting officer in charge of payment with a copy to the body in charge of external control.

Copies of the provisional detailed accounts must be sent to the Ministry in charge of Public Contracts and to the body in charge of the regulation of Public Contracts.

The maximum period allowed to the relevant accounting officer for the payment of the advance payments is ninety (90) days from the date of receipt of the detailed accounts transmitted by the Contract Manager.

The amount of the down payment to be paid to the administration's contracting partner, exclusive of VAT, shall be mandated as follows:

- Exclusive of VAT- AIR or TSR] paid directly into the account of the administration's contracting partner;
- VAT at the rate in force;
- [AIR or TSR] paid to the Treasury for AIR or TSR owed by the contractor;

### **38.3 Final detailed account**

After completion of the works and within a maximum of thirty (30) days after the date of provisional acceptance, the contractor shall prepare, on the basis of joint statements the draft final detailed account of the works actually carried out, which shall summarise the total amount of the sums to which he may be entitled as a result of the execution of the contract in full.

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

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

**38.3.2** The administration's contracting partner must, within a maximum period of one month

following the date of this notification, return the final detailed account signed without or with reservations, or make known the reasons for refusing to sign.

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

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

### **38.4 General and Final detailed account**

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

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

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

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

**35.8.2** *The period within which the contractor must return the signed general and final detailed account is maximum 1 month*

*The transmission of the general and final detailed account to the paying body for payment is subject to MINMAP prior endorsement. For this purpose, a copy of the corresponding job cost sheet and all the provisional detailed accounts must be sent to him beforehand or handed to his representative on the site, as appropriate.*

The deadlines and conditions for signing and handling disagreements are the same as for the final detailed account.

## **Article 39- Interests on overdue payments**

The possible interests on overdue payments shall be paid by statement of sums due and calculated in accordance with the provisions of Article 166 and 167 of Decree No.2018/366 of 20 June 2018 to institute the Public Contracts Code and using the formula below:

$L = M \times (n/360) \times (1)$  where:

M = Amount, inclusive of taxes, owed to the holder;

N = Number of calendar days of delay;

i = BEAC corporate lending rates increased by one (1) point or discount rate applied by the Bank issuing the currency involved, increased by at most one (1) point, as the case may be.

## **Article 40- Penalties**

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

**40.1** In case of overrun of the contractual deadline attributable to the contract holder, he shall be liable to a delay penalty, the amount of which shall be fixed as follows:

- a. One two thousandth (1/2000<sup>th</sup>) of the initial contract price, all taxes inclusive per calendar day overrun from the first to the thirtieth day beyond the contractual time limit set by the contract;
- b. One thousandth (1/1000<sup>th</sup>) of the initial contract price, all taxes inclusive of tax per calendar day overrun beyond the thirtieth day.

**40.2** For conditional tranche contracts, the deadlines and amounts to be taken into account are those of the tranche considered.

### **B. Specific penalties [amount and method of calculation to be specified].**

**40.3** Irrespective of penalties for contractual time limit overrun, the Contractor shall be liable to the following specific penalties for non-compliance with the provisions of the contract, notably:

- Late submission of the final bond (amount or modalities to be defined);
- Late submission of insurance (amount or modalities to be defined);
- Late submission of the execution project provided that the delay is attributable to the administration's contracting partner (amount or modalities to be defined);
- Others, to be specified by the Project Owner (amount or modalities to be defined).

**40.4** In any case, the cumulative amount of the penalties shall not exceed ten percent (10%) of the amount of the initial contract and its amendments, all taxes inclusive, when need be, under risk of

termination.

The Project Owner or Delegated Project Owner shall decide the deferment of penalties only after the opinion of the body in charge of the regulation of public contracts.

#### **Article 41- Payment in case of a group of enterprises and subcontracting**

41.1. In case of several group of enterprises, payments shall be made into the account indicated in the tender either in the name of the group or in the name of the authorised representative [*To be specified as appropriate*].

In the case of a joint group, payments shall be done into the different accounts of the co-contractors in the following manner: [*to be specified if applicable*].

41.2. Any payment on account for services performed by subcontractors shall be subject to the execution of the services provided for in the contract, and accepted subject to proof of payment by the Administration's contracting partner to the subcontractors.

The main enterprise has a maximum deadline of thirty (30) working days from the date of payment of the executed and accepted services bill to make payment to the subcontractor.

In case of non-payment of a subcontractor for services already paid for by the Project Owner or Delegated Project Owner, the latter may take coercive measures against the contract holder, including the direct payment of the subcontractor.

#### **Article 42- Tax and customs regulations**

The contract shall be liable to the tax and customs regulations in force in the Republic of Cameroon. The contract shall be concluded all taxes inclusive, in accordance with Law No2025/012 of 17 December Finance Law of the Republic of Cameroon for the 2026 financial year and the General Tax Code which define the modalities for the implementation of the Public Contracts tax regime

The tax regime applicable to this contract notably comprises:

- Tax and duties relating to industrial and commercial benefits, including the AIR which constitutes a deduction on corporate tax;
- Registration fees calculated in accordance with the stipulations of the Tax Code;
- Dues and taxes attached to the execution of the services provided for by the contract:
  - Fees and taxes for entry in the Cameroon territory (customs duties, VAT, computer tax);
  - Council dues and taxes;

- Dues and taxes on the extraction of materials and water.

These elements should be included in the charges the contracting partner incorporates in his intervention costs and constitute one of the elements of the sub-detail of prices tax exclusive.

The price all taxes inclusive (ATI) means VAT included.

Except otherwise stipulated in the contract, the contracting partner shall bear and pay the dues, taxes, duties and charges that are of his responsibility as well as of his subcontractors.

### **Article 43- Stamp duty and registration of contracts**

Seven (7) original copies of the contract shall be stamped and registered by and at the cost of the administration's contracting partner, in accordance with the regulations in force.

## **CHAPTER V: MISCELLANEOUS PROVISIONS**

### **Article 44- Termination of the contract**

44.1 The contract shall be automatically terminated in any of the following cases:

- a) death of the contract holder. In this case, the Project Owner or Delegated Project Owner may, if necessary, authorise that the proposals submitted by the rightful claimants be accepted for the continuation of the services;
- b) bankruptcy of the contract holder. In this case, the Project Owner may accept, if appropriate, the proposals that may be submitted by the creditors for the continuation of the services;
- c) judicial liquidation, if the Administration's contracting partner is not authorised by the court to continue running his enterprise;
- d) in case of subcontracting, co-contracting or subsidiary orders without the prior authorisation of the Project Owner or Delegated Project Owner;
- e) Default by the Administration's Contracting Partner duly established and notified by the Project Owner or the Delegated Project Owner by administrative order serving as formal notice after evaluation and the default established;
- f) Failure to comply with labour laws and regulations;
- g) significant price variation under the conditions laid down in the General Administrative Clauses, following the modification of the economic conditions or the initial quantities of the contract;
- h) Fraudulent schemes and corruption duly established.

44.2 The contract may also be terminated under the conditions stipulated in GAC, notably in the event of:

- Delay in the execution of works resulting in penalties beyond 10% of the amount of works;
- Adjournment or prolonged stoppage decided by the Project Owner or the Delegated Project Owner;
- Persistent non-payment of services;
- Refusal to repair poorly executed works;

Article 44.3 The contract may equally be terminated under the conditions stipulated in the GAC, notably in one

of the following cases:

- In case of force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of Administration's Contracting Partner responsibility without prejudice to damages the latter may claim;
- Persistent non-payment of the services;
- Reason of general interest.

#### **Article 45- Case of force majeure**

The contract holder shall not be held responsible for delays caused by a case of force majeure. In such a case, the contract holder shall inform the Project Owner in writing, within ten (10) days of the existence of the force majeure and give the estimation of the resulting delays. Each time a case of force majeure will cause a delay, the contract holder shall be entitled to the extension of deadlines, if the Project Owner deems it is real.

Under this contract, "force majeure" refers to [See below].

Cases of force majeure shall be established in accordance with the provisions of the GAC. The Project Owner shall be the one to appraise the nature of the force majeure and the justifications provided

In case where the Contracting Partner may invoke the case of force majeure resulting from weather conditions, the thresholds below which no claim shall be admitted are the following:

- *Rain: 200 millimetre in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: the flood of ten-year frequency.*

#### **Article 46- Disputes and litigation**

Disputes or litigation arising from the execution of this contract may be settled amicably.

Where no amicable solution is found for the dispute, it shall be brought before the competent Cameroon court.

#### **Article 47- Production and dissemination of this contract**

Drafting or arranging the contract constituent documents shall be done by the Project Owner. The reproduction cost of [Ten (10)] copies of this contract to be subscribed by the contractor shall be borne by the Project Owner.

#### **Article 48 and last: Validity and entry into force of the contract**

This contract shall only become final after it has been signed by the Project Owner or Delegated Project Owner. It shall enter into force upon notification to the administration's contracting partner.

**DOCUMENT No. 5**  
**SPECIAL TECHNICAL CLAUSES**  
**(STC)**

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## **I. GENERAL INDICATIONS**

### **I.1. PURPOSE OF THIS DOCUMENT**

The purpose of this contract is to carry out the maintenance works on some earth roads in Bamenda I and II Sub Divisions. financed by the Public Investment Budget of the Bamenda City Council for 2026 under budget line **60513**

### **I.2. CONSISTENCY OF THE WORK**

The purpose of the work is to:

- Site installation;
- Site Preparation;
- Earthworks;
- Drainage works
- All the conditions necessary for the proper execution of the project.

### **I.3. DESCRIPTION OF THE WORK**

They include all the operations necessary for the execution of these works, including the commissioning of traffic diversions if necessary, and include:

#### **I.3.1. Installation of the site**

Site facilities are defined in Article 1 of Chapter III "Method of execution"

#### **I.3.2. Earthworks and backfilling:**

- Clearing, deforestation and tree felling
- identification of borrow pits and quarries,
- Input and implementation of materials,
- Preparation and development of materials

### **I.4. Technical references**

If this STC provides that the equipment, materials or method of execution must meet certain national or international standards, it is specified that the equipment, materials or method of execution conforming to other standards will also be accepted if the resulting quality is equivalent to or better than the specified standard.

Otherwise, reference will be made to the General Technical Clauses of the French Ministry of Equipment.

Throughout this technical specifications, references will be made to the following volumes of the French Town Planning Clauses applicable in Cameroon (this list is not exhaustive):

| DESIGNATION                               | TITLE                                                                                                                                   |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Preamble and<br>Volume n°1<br>Volume n° 2 | : General Provisions for the various types of work<br>: Earthworks                                                                      |
| Volume n° 7<br>Volume n° 23               | : Soil Surveys<br>: Supply of aggregates used in the construction and maintenance of pavements supplemented by the NF P 18 101 standard |
| Volume n° 25                              | : Execution of road structures                                                                                                          |

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

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

## **I.5. GENERAL REQUIREMENTS**

### **I.5.1. Technical standards**

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

### **I.5.2. Bad weather, suspension of work**

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

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

### **I.5.3. General environmental requirements**

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

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

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

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

## **I.6. Site log book and site meeting.**

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

- Weather conditions
- The work carried out during the day, the personnel and equipment employed
- The progress of the work
- The requirements imposed
- Detailed work quantities
- Administrative operations relating to the execution and settlement of the contract
- Receptions and amenities
- Incidents, accidents or events that could have a subsequent impact on the maintenance of the works or the progress of the site
- Non-conformities
- Official visits.

The site log will be signed every day by the representative of the company and the Delegated Project Manager.

A weekly meeting, in which the Co-contractor and the Delegated Project Manager, and possibly the Contract Manager, will necessarily participate, will make it possible to discuss points relating to the performance of the contract, to evaluate the progress of the work and to specify any element that has not been defined clearly enough in the terms of the contract or before the start of the work.

The Delegated Project Manager may modify the frequency of the meetings without it being longer than 15 days.

The weekly meetings allow the Delegated Project Manager to have a precise idea of the progress of the site and to define a priori the actions to be taken to comply with the conditions of the contract.

These meetings will make the subject of minutes, drawn up by the Delegated Project Manager and signed by the Co-contractor and possibly the Contract Manager.

A model of daily sheet is annexed to this document.

### **I.7. Program of the Works**

Within twenty-one (21) days of the notification of the approval of the Contract, the Co-contractor must submit to the Project Manager, for approval, a detailed program for the execution of the works which must take into account all the constraints relating to the execution of the works.

This program for carrying out the work must be accompanied by the following documents, the list of which is not exhaustive:

- a note on the general installation of the site and including a plan of the installations,
- a schedule of supplies and supplies,
- a detailed statement of the equipment to be used on the site, including its characteristics, condition and value for each machine,
- a note on the working methods used as well as the quantitative details of the use of staff,
- the percentage of staff recruited in the work area,
- the Company's internal regulations,
- a list of supervisory staff,
- a provisional schedule of work progress,
- the quality control organizational plan,
- the temporary signalization plan for the construction site,
- The provisions relating to the consideration of the environment.

During the work, the Co-contractor must keep the work execution program up to date, taking into account the actual progress of the site. However, significant changes to this program can only be applied with the agreement of the Delegated Project Manager.

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

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

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

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

**General schedule of works:**

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

**Weekly activity schedule:**

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

**The work program must specify:**

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

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

**1.8. DEFINITION OF THE WORK TO BE CARRIED OUT**

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

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

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

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

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

## **I.9. MEETING TO START WORK**

During the site visit with the company in charge of carrying out the work, the Environmental Protection Unit must be present. The authorities and the population should be informed of the work that will be carried out and any comments from them should be collected. The information on the works must specify the routes and locations affected by the works and their duration. With the help of local NGOs, the Unit will be able to raise awareness of environmental aspects and human relations between the company's workers and the population.

## **II. ORIGIN, QUALITY AND PREPARATION OF MATERIALS**

### **II.1. PROVENANCE**

The supply of all materials for earthworks and roadways or used in the composition of hydraulic works is the responsibility of the Co-contractor.

The Co-contractor must ensure with the manufacturers and suppliers that they accept the requirements of this Special Technical Specifications, both with regard to the quality of the materials and products and the conditions of control and testing.

The Co-contractor must submit the origin of all materials intended for the execution of this contract to the approval of the Delegated Project Manager before their implementation, and in good time, to comply with the program for the execution of the works.

The Co-contractor must justify its request with all the necessary elements: technical specifications, instructions for use and any contraindications.

The materials for backfill, substitutions, shoulders and roadway repairs will come from borrowings and quarries proposed by the Co-contractor for the approval of the Delegated Project Manager. The documentation accompanying the request must indicate the results of the corresponding tests according to the purpose of the materials.

The materials necessary for the construction of the embankments shall come as a matter of priority, if their qualities allow it and unless otherwise specified, from approved borrowings located at the shortest possible distances from the places of use: a sketch of the earth movements must be produced by the contractor.

The materials for the road course will come from deposits or quarries whose position must correspond to the optimal transport economy according to the geotechnical qualities required.

The Co-contractor must carry out at its own expense the surveys and tests that are necessary to determine the borrow pits and quarries and justify the quality of the materials, for which it remains solely responsible for their compliance with the specifications of the contract throughout the duration of the project.

These tests will be carried out on samples taken at different locations and depths of the borrow area. The Co-contractor shall provide the complete documentation to the Delegated Project Manager, who reserves the right to carry out the additional controls it deems appropriate, in the site laboratory at the expense of the Co-contractor

The Delegated Project Manager may withdraw its approval if it considers that the deposit no longer yields materials of suitable quality, without the Co-contractor being able to claim any compensation.

The Co-contractor must also submit the borrowing sites to the Delegated Project Manager and obtain their approval. If the proposed sites, the method of operation and the planned developments do not comply with the environmental requirements, the Delegated Project Manager will not be able to give its approval and the Co-contractor will have to either propose other sites, or modify the method of exploitation, or propose

developments that comply with the requirements, without the Co-contractor being able to claim any compensation.

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

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

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

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

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

## **II.2. QUALITY OF MATERIALS**

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

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

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

### **II.2.1. Granite arena**

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

| <b>ACCEPTABILITY CRITERIA</b>                         |                  | <b>Specifications</b> |
|-------------------------------------------------------|------------------|-----------------------|
| Bearing capacity CBR at 95 % of the OMP, 4 days steep |                  | □ 40                  |
| Maxi dry density at 95% of the OMP                    | T/m <sup>3</sup> | □ 1,8                 |
| Plasticity index                                      | Ip               | □ 25                  |
| Pourcentage of fines <0,08 mm                         | F                | 5□F□30                |
| Plasticity modulus                                    | F.IP             | <500                  |
| Linear swelling                                       | %                | <1                    |

| <b>QUALITY CRITERIA</b> |     |  |         |
|-------------------------|-----|--|---------|
| D maxi                  | Mm  |  | 40      |
| % pass at 10 mm         | <10 |  | 35 – 90 |
| % pass at 5 mm          | <5  |  | 20 – 60 |
| Refusal at 2 mm         | >2  |  | 10 – 40 |

### **II.2.2. Rubble stones for masonry**

The rubble stones intended for the masonry of the drainage works will come from quarries already exploited or from quarries that the Co-contractor will open after approval by the Delegated Project Manager.

The rubble stones should be compact, without cracking, not subject to chipping, with sharp edges. Their shape should be as close as possible to a parallelepiped and be adapted to the type of structure to be built. The quality and shape of the rubble stones must be approved by the Delegated Project Manager.

### **II.2.3. BINDERS**

#### **- Cement**

The cements will come from factories approved by the Delegated Project Manager and must comply with the NF P 15-299, NFP 15-300 and NFP 15-301 standards. In accordance with these standards, these cements will be of the CPJ35 type. Any other type of cement will be subject to the approval of the Delegated Project Manager, who may ask the Co-contractor for the results of the self-control of the production plant.

The cement must meet the following conditions:

- Commencement of setting more than 3 hours,
- end of setting less than 6 hours,
- Expansion due to heat of less than 3 mm,
- mechanical resistance at 7 and 28 days in accordance with the NF P 15-451 standard,
- summary chemical analysis in accordance with the NF P 15-461 standard.

In all cases, the cements of the same specification will come from the same factory.

### **II.3. LABORATORY**

The Contractor must have a site laboratory. This laboratory will be equipped with all the instruments, tools and materials necessary to carry out the tests and studies provided for in this Special Technical Clauses. The Contractor shall assign for the functioning of the laboratory a sufficient number and quality of personnel to carry out all the tests and studies previewed. The equipment and personnel will be subject to the approval of the Delegated Project Manager.

The site laboratory must be operational from the effective start of the work requiring soil tests. The Delegated Project Manager and all his staff will have free access to this laboratory and its equipment for the duration of the work.

However, Labogenie, which will provide the geotechnical control, will carry out the verification tests it deems necessary.

In the event that the results of these tests are out of specification, the Contractor will make the necessary corrections and the laboratory fees for this work will be at the charge of the Contractor. Otherwise, the Administration will pay these costs.

### **III. METHOD OF EXECUTION OF THE WORK**

#### **III.1. INSTALLATIONS**

##### **III.1.1. Site installation**

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

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

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

##### **III.1.2. Implantation**

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

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

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

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

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

### **III.1.3. Internal regulations**

The internal regulations of the site installation must specifically mention the safety rules, prohibit the consumption of alcohol during working hours, prohibit hunting, the consumption of bush meat, the use of firewood, make staff aware of the danger of Sexually Transmitted Diseases, respect for the habits and customs of the population and human relations in general.

### **III.1.4. Withdrawal from the site**

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

If it is in the interest of the Contracting Authority or a local authority to recover the fixed installations, for future use, the Contracting Authority may ask the Co-contractor to transfer to it without compensation the installations subject to demolition during a withdrawal.

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

### **III.1.5. Miscellaneous**

The site signalization will take into account a 30 km/h limit for site vehicles when crossing villages.

#### **Generalities**

However, the existing platform will not be expanded. As much as possible, earthworks will be minimized. Special attention must be paid to the slopes, which must not be less than 3% on either side of the axis in a straight section and which may reach 6% in curves.

#### **Exploitation of borrow pits**

The Co-contractor will be responsible for:

- the acquisition or temporary occupation of land necessary for the exploitation of all material borrow pits,
- compensation to owners for any damage caused by the work (deforestation, destruction of crops, impossibility of cultivation during the temporary occupation of the site, etc.),
- the discovery of borrow pits and the restoration to their initial state.

The search for borrow pit materials is carried out by the Co-contractor on the basis of the requirements defined by this STC.

Within thirty (30) days, at the latest, following the notification of the service order to start the works, the Co-contractor is required to submit to the Delegated Project Manager for approval, the list of borrow pits that it intends to use for the execution of the works subject of the contract. To this end, he submits a complete file for each borrow pit, which includes:

- a site plan,

- the results of the prospection,
- laboratory results unambiguously defining the characteristics of natural materials before, and possibly after treatment, the estimated power of the deposits with supporting documents (field measurements and calculations),
- the schematic scheme adopted for the operation of the borrow pit,
- a technical note defining, on the basis of the initial conformity tests carried out by the Co-contractor, the use and destination (basic element of the movement of earth) of the materials in question.

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

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

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

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

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

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

In all cases, it is necessary:

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

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

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

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

### **III.2. Backfill from borrow pits**

#### ***Generalities***

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

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

### ***Exploitation of borrow pits***

The Co-contractor will be responsible for:

- the acquisition or temporary occupation of land necessary for the exploitation of all material borrow pits,
- compensation to owners for any damage caused by the work (deforestation, destruction of crops, impossibility of cultivation during the temporary occupation of the site, etc.),
- the prospection of borrow pits and the restoration of the premises.

The search for borrow pit materials is carried out by the Co-contractor on the basis of the requirements defined by this STC.

Within thirty (30) days, at the latest, following the notification of the service order to start the works, the Co-contractor is required to submit to the Delegated Project Manager for approval, the list of borrow pits that it intends to use for the execution of the works that are the subject of the contract. To this end, he submits a complete file for each borrow pit, which includes:

- a site plan,
- the results of the recognition,
- laboratory results unambiguously defining the characteristics of natural materials before, and possibly after treatment, the estimated importance of the deposits with supporting documents (field measurements and calculations),
- the schema in principal adopted for the operation of the borrow pit,
- a technical note defining, on the basis of the initial conformity tests carried out by the Co-contractor, the use and destination (basic element of the movement of earth) of the materials in question.

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

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

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

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

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

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

In all cases, it is necessary:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the base of the embankments:

an in-situ density measurement every 1,000 m<sup>2</sup>,

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

- an in-situ density measurement every 1,000 m<sup>2</sup>,

A test board will be made for each homogeneous area in order to determine the compaction workshop and the number of passes necessary to achieve the required compactness.

Embankments adjacent to the structures

The characteristics of the materials used for the embankments adjacent to the structures have been defined in section 11.4.

The embankment base will first be compacted to 95% of the Optimal Modified Proctor density.

The backfill will then be implemented in horizontal elementary layers not exceeding fifteen centimeters (15 cm) after compaction. The dry density after compaction will be at least equal to 95% of the Optimal Modified Proctor density.

Over a width of one meter behind the masonry, the embankments shall be free of elements whose largest dimension would exceed 40 mm.

In the annular zone adjacent to the structure, compaction may only be carried out by means of small machines of the "vibratory plate" type or small vibratory rollers, the characteristics of which must be subject to the approval of the Delegated Project Manager.

The methods of compaction must be defined according to the characteristics of the material used, the thickness of the layers used and the performance of the material chosen.

The embankments will be executed in accordance with the execution plans. They will be carefully shaped.

The surplus purge materials or backfill materials will be deposited at locations approved by the Delegated Project Manager. The materials deposited in depot will be regaled and must not in any way hinder the normal flow of water. The material deposits will all be made downstream of the structure and at a distance of at least 10 meters from the watercourse. Arrangements will be made to ensure that the materials thus deposited are not carried into the bed of the watercourse.

Reception of the implementation of the embankments

The embankments used will be received by layer, mainly by measuring the dry density in-situ with a membrane densitometer. The required compactness rate is 95% of the Optimal Modified Proctor density. However, the Delegated Project Manager reserves the right to use any other means to ensure that the embankments have been implemented according to the rules of the art. In particular, he will be able to use the in-situ CBR measurement using the DCP penetrometer or order the measurement of in-situ densities at depth. If 20% of the results of the verification tests carried out in this way are out of specification, the Other Party shall be obliged to resume the compaction and the costs of the tests shall be fully imputed to it.

### **III.3. MATERIALS FOR MORTAR, CONCRETE AND REINFORCED CONCRETE**

**Sand:** The sand will come either from rivers or from crushing. The equivalent of sand will be greater than 80% and the percentage of very fine elements removed by settling must be less than 4%.

Sand for mortar:

The proportion of elements retained on the sieve of 35 (sieve d 2.5 mm) must be greater than 10%.

Sand Concrete:

The granularity must fit into the following range:

| AFNOR Modula | Mesh of the sieve (mm) | Sieved (%) |
|--------------|------------------------|------------|
| 38           | 5                      | 95 - 100   |
| 35           | 2,5                    | 70 - 90    |
| 32           | 1,25                   | 45 - 80    |
| 29           | 0,63                   | 28 - 35    |
| 26           | 0,315                  | 10 - 30    |
| 23           | 0,16                   | 2 - 10     |

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

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

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

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

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

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

The granularity of the aggregates is set at:

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

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

***Tests to be carried out***

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

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

- 2 particle size analysis tests by sieving
- 1 Los Angeles try

- 1 superficial cleanliness test
- 1 flattening coefficient test.

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

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

(b) During subsequent production, it is previewed:

- 1 aggregate cleanliness test per batch of 100 m<sup>3</sup> of aggregates,
- 1 particle size analysis test per batch of 200 m<sup>3</sup> of aggregates,
- at least 1 aggregate cleanliness test and 1 particle size analysis test per delivery.

The Project Manager may, if it deems it useful, increase the number of tests given above, it being understood that the costs of these additional tests shall be borne by the Project Owner if their result is satisfactory, and by the Co-contractor if not.

In the event of an unsatisfactory result of a test, the Delegated Project Manager shall have two counter-tests carried out at the expense of the Co-contractor. If the result of any of the retests is not satisfactory, the corresponding batch is rejected, otherwise it is accepted.

### **Mixing water**

The Co-contractor must procure at its own expense the mixing water for the manufacture of concrete. It may, in general, come from water points near the works or from rivers, provided that its quality meets the conditions stipulated below. Otherwise, the water comes from other sources (boreholes, wells, etc.).

The mixing water must be clean, unsalted, practically free of suspended solids and dissolved mineral salts, especially sulphates and chlorides. The use of water from marshes or peat bogs is prohibited.

It must meet the specifications of the NF P 18-30 standard.

### **Curing product**

The curing product for concrete is subject to the approval of the Delegated Project Manager by the Co-contractor, at the time of the study of the composition of the concrete. It is applied to the concretes that have been tested for suitability. The outcome of this decision shall determine the approval decision.

**Cement:** They will be of CPJ class 35 and will come from an approved factory.

**Steels:** The steels come from factories recognized and approved by the Delegated Project Manager. Their supply is the responsibility of the Co-contractor. At the request of the Delegated Project Manager, the Co-contractor must produce the invoices, certificates of origin and corresponding test results from the factories or foundries of origin. The use of welded bars is strictly prohibited. The transport of steel does not constitute a separate item giving rise to special remuneration.

The duration and conditions of storage of the reinforcement must be subject to the approval of the Delegated Project Manager. These conditions must provide for storage on a floor at least 0.30 m above the ground, sheltered from the rain, which may be made up of a tarpaulin.

The different batches of steel will have to be clearly separated.

**Smooth round reinforcement:**

### Steel Grade

The mild steels are of the Fe E 24 grade, which comply with the specifications of Chapter II of Title I of Fascicle 4 of the French GTC, and with the NF A 35-015 standard.

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

### Domaine of use

Mild steels are used:

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

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

### **High-adhesion reinforcement**

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

### Preparation

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

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

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

They are cut and cold-fitted.

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

### Steel Grade

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

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

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

## **METHOD OF EVALUATING THE WORK**

### **IV.1. GENERAL CONDITIONS OF EVALUATION**

The services are remunerated to the Co-contractor by applying the prices on the schedule to the quantities actually executed, in accordance with the contract requirements. These quantities must be ascertained and approved by the Engineer.

The Co-contractor is deemed to have a full knowledge of all the conditions and constraints imposed for the proper execution of the works, and of all the local conditions likely to have an influence on this execution, and in particular:

- the nature and quality of the soil and terrain,
- the conditions of transport and access to the sites,
- the normal water and rainfall regime in the region concerned by the project,
- exploitable water points.
- He may therefore not raise any claim based on unforeseen difficulties or constraints, except in cases of unforeseen circumstances.
- The prices of the schedule remunerate all expenses relating to the proper execution of the work and include:
  - all labour costs,
  - the expenses incurred by regulations on the health and safety of workers, and by compliance with the Highway Code and the Labour Code,
  - the cost of various supplies such as cement, iron, bitumen, fuel, lubricants, ingredients, etc., and their transport to the site regardless of their origin and place of supply,
  - the costs of topographical surveys and implementation, reports and drawings,
  - all costs of prospecting for materials, identification of deposits, laboratory tests (including the development of formulations (cold asphalt, surface coatings, bituminous concrete, hydraulic concrete), the control tests provided for in the TPC and the measures necessary to verify the calculations), the test boards (foundation, base, road support layers, etc.). for dirt roads, surface coatings, and bituminous concrete) and the costs of auto control of the work carried out,
  - the costs of developing borrowing and depositing sites, temporary tracks of all kinds for access to quarries, pits and water points,
  - the costs inherent in maintaining traffic during the works, including the development and maintenance of diversions, the maintenance of the existing road, the installation and maintenance of adequate signage, until provisional acceptance,
  - all the costs of site installations, depreciation of equipment and tools, security,
  - the removal of all temporary installations and the restoration of the premises,
  - the restoration of the site surroundings,
  - all the costs of transporting and recovering equipment, materials and tools,
  - incidental expenses and the costs of the conditions of perfect execution and manufacture to obtain the qualities defined by the specifications,
  - all the constraints as well as all the contingencies, overheads and profits of the Company,
  - All maintenance charges during the guaranty period.

The performance of all geotechnical tests and the compliance of the results of these tests with the requirements of this technical specifications are a condition for the work to be attached.

## **DEFINITION OF PRICES**

Unit prices are defined below:

### **SERIES 000 - CONSTRUCTION SITE INSTALLATION**

#### **Site installation (price 001)**

This price includes:

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

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

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

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

#### **Geotechnical Studies (002 Price)**

This price includes:

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

The quantity to be taken into account, established by both parties, is a **lump sum (ls)**

## **SERIES 100 – SITE INSPECTION**

### **Site clearance (price 101)**

This task consists of clearing the land by bush clearing, stripping topsoil of all thicknesses and removing poorly maintained soil; it is carried out within the existing road bed and the right-of-way of the works in accordance with the directives of the Delegated Project Manager and the requirements of this STC.

This price includes:

- the clearing of land, the uprooting of grass, bush clearing, plantations and hedges along the entire extent of the shoulders and side ditches,
- felling and cutting down trees regardless of their circumference,
- bush clearing, stump removal, removal of the roots of these shrubs and trees regardless of their circumference,
- the collection, removal, transport, evacuation of trees, shrubs, stumps and their disposal outside the right-of-way in a place approved by the Delegated Project Manager,
- backfilling of holes created by stump removal,
- the removal of topsoil, ditch cleaning products and any material unsuitable for reuse as backfill, its loading, its transport regardless of the distance, its unloading and its temporary or permanent storage in a place approved by the Delegated Project Manager, including environmental protection measures,
- any subjection relating to stripping, cleaning the terrain in large or small widths.

The quantity taken into account is the **lump sum (ls)** regardless of the condition of each of the two verges, which is noted by both sides.

### **Diversion from the watercourse or road (price102)**

It consists of all the tasks necessary to divert the watercourse or road;

- The cofferdam;
- Any temporary structure intended to ensure the flow of traffic during the works;
- all constraints related to the smooth flow of traffic.

The quantity taken into account is the **lump sum (ls)**

### **Demolition of existing structures (price 103)**

This price remunerates in **unit (U)** for demolition of a concrete structure or part of a structure.

It includes:

- any excavations,
- the demolition of the structure by any means whatsoever,
- the extraction, loading, transport over all distances and unloading of rubble and demolition products at disposal sites approved by the Delegated Project Manager,
- backfilling and compaction of the excavations required for the demolition of the foundations,

- any subjection related to compliance with environmental regulations.

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

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

### **Implantation (price104)**

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

It includes:

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

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

## **SERIES 200 – EARTHWORKS**

### **Cut and through (price 201a)**

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

It includes:

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

### **Fill from borrow pit (price 202a)**

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

This price includes:

- the preparation of quarry or borrow pit, the opening and maintenance of accesses and traffic lanes within the perimeter of the zone of exploitation,
- expropriation costs, any compensation for the destruction of crops or loss of use of the premises, any extraction royalties,
- the opening of borrow pits and quarries, including clearing, felling of trees, removal of topsoil and discovery,
- the extraction of materials, their storage or recovery from any stocks,
- the supply of materials on the ground including loading, transport not exceeding 5000 m, unloading, and storage,

- spreading of materials in compatible layers with the means of compaction and the nature of the materials and compaction as defined in the description of the works,
- watering or aeration necessary to obtain better compaction,
- compaction by appropriate means,
- the restoration of the premises,
- any subjection related to compliance with environmental regulations.

The quantity to be taken into account is the **CUBIC METRE (m3)** measured in place, resulting from contradictory attachments.

#### **Plus-value on price 202a (price 202b)**

Not applicable

#### **Clearing of riverbeds (price n° 203)**

This award pays for clearing and cleaning and rehabilitating riverbeds to ensure better flow of runoff within the existing project right-of-way.

It includes:

- all access subjections,
- weeding, deforestation, uprooting, felling and stump removal of existing trees regardless of the diameter,
- the extraction of all materials and their loading,
- transport to the approved place of deposit regardless of the distance,
- Unloading and levelling of materials at the place of deposit.

The quantity to be taken into account is the surface area measured in **SQUARE METRE (m²)** actually cleared as a result of a contradictory quantity survey.

### **SERIES 300 – ABUTMENT FOUNDATIONS, WING WALL AND DECK**

#### **Rubble (price 301)**

This price remunerates per **CUBIC METRE (m3)** the construction of rubble from borrowed material for the execution of all embankments in large or small mass, in accordance with the specifications of this STC during the execution of the foundation.

- Cost of transport and putting in place;
- Repacking and display of the blocks.

Any other tasks necessary the execution of this task.

#### **Blinding concrete for scupper (price 301a)**

This price remunerates per **CUBIC METRE (m3)** the manufacture and installation of concrete dosed at 150 kg of cement per cubic meter of concrete, in accordance with the execution plans approved by the Delegated Project Manager and the specifications of this CCTP.

It includes:

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

The quantity to be taken into account is the result of the cubic measurements (m<sup>3</sup>).

#### **Reinforced concrete for box culvert (price 309c)**

This price remunerates per **CUBIC METRE (m<sup>3</sup>)** the fabrication and casting of reinforced concrete dosed at 400 kg of cement per cubic meter of concrete, in accordance with the execution plans approved by the Delegated Project Manager and the specifications of this Technical Specifications.

It includes:

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

The quantity to be taken into account results from the quantities

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

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

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

#### **IPE 400 (price 311b)**

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

It includes:

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

## **400 SERIES – EQUIPME**

### **Galvanized guardrails (price 401)**

This price remunerates the **LINEAR METRE (ml)** of the manufacture and implementation of galvanized guardrails according to the execution plans approved by the Delegated Project Manager and to the specifications of this Special Technical Specifications.

It includes:

- the supply and transport on site of all the materials necessary for the manufacture of galvanized railings;
- their attachment to the structure;
- all execution constraints.

### **Whip holes (Barbican) (price 403)**

This price remunerates per **unit (u)** the ordering, training the implementation of barbicans to the specifications of this STC.

It includes:

- supplies and transport of barbicans on site;
- their attachment to the structure;
- any other subjection.

### **Drainage (price 404)**

This price remunerates the **LINEAR METRE (ml)** for the order, formulation and implementation of the drainage elements to the specifications of this technical specifications.

It includes:

- supplies and transport of the elements on site;
- their attachment to the structure;
- any other subjection.

### **Traffic signs (price 405)**

This price remunerates per **unit (u)** the ordering, design, formulation and implementation of the road signs to the specifications of this technical specifications.

It includes:

- the supply and transport of the panels on site;
- their location;
- any other subjection.

### **Beacons (price 406)**

This price remunerates per **unit (u)** the ordering, design, formulation and implementation of the tags to the specifications of this technical specifications.

It includes:

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

## **500 SERIES – SANITATION**

### **Concrete ditch 40 x 40 (price n°504)**

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

It includes:

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

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

## **V. ENVIRONMENTAL PROTECTION**

### **V.1. SITE INSTALLATION**

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

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

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

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

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

## **V.2. OPENING OF A QUARRY, DEPOSIT OR TEMPORARY CLASS BORROW PIT**

The Co-contractor must request the authorizations provided for by the texts and regulations in force:

- Law 76/14 of 8 July, amended and supplemented by Law No. 90/021 of 10 August 1990
- Decree 88/772 of 16 May 1988 amended by Decree 89/674 of 13 April 1989
- Decree 90/1477 of 9 November 1990

He will pay all the related costs, including operating taxes and any compensation costs to the owner.

In the event of the need for new borrowing sites, the Co-contractor must request the prior agreement of the Delegated Project Manager (verbal note recorded in the mandatory site report). The following criteria must be met:

- distance from the site at least 30 m from the road,
- distance from the site at least 100 m from a watercourse, or a body of water,
- distance from the site at least 100 m from the houses,
- Uncovered area limited to the bare minimum,
- quality trees (at the discretion of the Delegated Project Manager) preserved and protected.

The deposit areas must be chosen in such a way as not to interfere with the normal flow of water and must be protected against erosion. The Co-contractor must also obtain the approval of the Delegated Project Manager for the deposit areas (mandatory verbal note recorded in the site report).

If the proposed sites, the method of exploitation and the planned developments do not comply with the environmental directives, the Delegated Project Manager will not be able to give its approval and the Co-contractor will have to propose other sites, either modify the method of exploitation, or propose developments in accordance with the directives, without the Co-contractor being able to claim any compensation.

The contracting party shall bear all the costs of operating the borrowing sites, in particular the opening and development of access roads, the clearing of bush and deforestation, the removal of topsoil or undesirable materials and their disposal outside the limits of the borrow pit, as well as the prescribed environmental protection measures.

**At the end of the work, the Company will carry out the work necessary for the restoration of the site.**  
This work includes:

- levelling of the open materials and then the leveling of the topsoil in order to facilitate water percolation, grassing and plantation if prescribed,
- the restoration of previous natural flows and the construction of guard ditches,
- the suppression of the dilapidated appearance of the site by distributing and concealing the large boulders,

After the restoration in accordance with the regulations, a report will be drawn up and the last bill can only be paid in view of the report stating compliance with the restoration directives.

### **V.3. USE OF QUARRY, DEPOSIT OR PERMANENT CLASS BORROW PIT**

The Co-contractor must apply for the authorizations provided for by the texts and regulations in force and will bear all the related costs, including operating taxes and any compensation costs to the owners.

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

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

### **V.4. VEGETATION CONTROL**

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

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

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

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

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

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

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

The contracting party must set up appropriate mobile signalization.

#### **V.6. SANCTIONS AND PENALTIES**

The Co-contractor is reminded that Article 79 of the framework law NI 96/12 of 5 August 1996 provides for a fine of two million (2,000,000) to five million (5,000,000) CFA francs and a prison sentence of six (6) months to one (1) year or one of these two penalties only, for any person who has prevented the completion of the controls and analyses provided for by the said law and/or by its implementing texts.

Article 83 of the framework law NI 96/12 of 5 August 1996 provides for a fine of five hundred thousand (500,000) to two million (2,000,000) CFA francs and a prison sentence of six (6) months to one (1) year or one of these two penalties only, for any person who operates an installation or uses a movable object in violation of the provisions of the said law. In the event of a repeat offence, the maximum amount of penalties is doubled.

Article 88 of the same framework law provides that a company that contravenes or has contravened the law during road maintenance work or works will be excluded for a period of one year from the right to tender.

Any breach of the requirements duly notified in writing (Service Order) to the company by the control mission will also be recorded in the site log book. This can be used as a contractual document in the event of disputes in the application of any sanctions.

The resumption of the work or additional work resulting from non-compliance with the clauses remains the responsibility of the Co-contractor.

**DOCUMENT No. 6**  
**UNIT PRICE SCHEDULE**  
**FRAMEWORK**

| <b>UNIT PRICE SLIP (UPS) FOR THE MAINTENANCE OF SOME EARTH ROADS INBAMENDA I and II SUB DIVISIONS</b>                                |                                                                                                                                                                                                   |                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| STRETCH 1: M ILE 1 UPTATION – MOYO CORNER 1.44<br>STRETCH 2: MBINGFIBIE - ALABUKAM 4.40<br>STRETCH 3: ALAKORO - PAUL’S COMPUTER 1.96 |                                                                                                                                                                                                   |                                      |
| <b>Price N°</b>                                                                                                                      | <b>Description of works and unit prices in words</b>                                                                                                                                              | <b>Unit prices in figures(F.CFA)</b> |
| <b>100</b>                                                                                                                           | <b>SITE INSTALLATION</b>                                                                                                                                                                          |                                      |
|                                                                                                                                      | <u><b>Site Installation</b></u><br>This price remunerates under the general conditions previewed in the contract in a LUMP SUM site installation.                                                 |                                      |
| <b>101</b>                                                                                                                           | <b>The LUMP SUM at ..... FCFA</b>                                                                                                                                                                 |                                      |
|                                                                                                                                      | <u><b>Execution program</b></u><br>This price remunerates under the general conditions previewed in the contract in a LUMP SUM site installation.                                                 |                                      |
| <b>102</b>                                                                                                                           | <b>The LUMP SUM at ..... FCFA</b>                                                                                                                                                                 |                                      |
|                                                                                                                                      | <u><b>Bringing and withdrawal of equipment from site</b></u><br>This price remunerates under the general conditions previewed in the contract in a LUMP SUM site installation.                    |                                      |
| <b>103</b>                                                                                                                           | <b>The LUMP SUM at ..... FCFA</b>                                                                                                                                                                 |                                      |
| <b>200</b>                                                                                                                           | <b>PREPARATORY WORKS</b>                                                                                                                                                                          |                                      |
|                                                                                                                                      | <u><b>Clearing of road sides</b></u><br>This price remunerates under the general conditions previewed in the contract in SQUARE METERS Bush clearing.                                             |                                      |
| <b>201</b>                                                                                                                           | <b>The SQUARE METER at ..... FCFA</b>                                                                                                                                                             |                                      |
|                                                                                                                                      | <u><b>Tree cutting</b></u><br>This price remunerates under the general conditions previewed in the contract in UNITS; <b>Tree cutting.</b>                                                        |                                      |
| <b>202</b>                                                                                                                           | <b>The UNIT at ..... FCFA</b>                                                                                                                                                                     |                                      |
|                                                                                                                                      | <u><b>Digging of tree storm</b></u><br>This price remunerates under the general conditions previewed in the contract in UNITS; <b>Digging of tree storm.</b>                                      |                                      |
| <b>203</b>                                                                                                                           | <b>The UNIT at ..... FCFA</b>                                                                                                                                                                     |                                      |
|                                                                                                                                      | <u><b>Scarification, grading and compaction of existing road surface</b></u> This price remunerates under the general conditions previewed in the contract in SQUARE METERS <b>Scarification.</b> |                                      |
| <b>204</b>                                                                                                                           | <b>The SQUARE METER at ..... FCFA</b>                                                                                                                                                             |                                      |
| <b>300</b>                                                                                                                           | <b><u>EARTH WORKS</u></b>                                                                                                                                                                         |                                      |

|            |                                                                                                                                                                                                                        |  |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 301        | <b><u>Excavation of trenches;</u></b> This price remunerates under the general conditions previewed in the contract in <b>CUBIC METERS</b><br><br>the CUBIC METER at _____ Francs CFA                                  |  |
| 302        | <b><u>Foundation course in compacted laterite from borrow pit;</u></b> This price remunerates under the general conditions previewed in the contract in <b>CUBIC METERS</b><br><br>the CUBIC METER at _____ Francs CFA |  |
| 303        | <b><u>Base course in compacted laterite from borrow pit;</u></b> This price remunerates under the general conditions previewed in the contract in <b>CUBIC METERS</b><br><br>the CUBIC METER at _____ Francs CFA       |  |
| <b>400</b> | <b><u>MANSONRY, CONCRETE AND METAL WORKS</u></b>                                                                                                                                                                       |  |
| 401        | <b><u>Construction of compacted stone layer</u></b> This price remunerates under the general conditions previewed in the contract in <b>CUBIC METERS</b><br><br>the CUBIC METER at _____ Francs CFA                    |  |
| 402        | <b><u>Lean concrete</u></b> This price remunerates under the general conditions previewed in the contract in <b>CUBIC METERS</b><br><br>the CUBIC METER at _____ Francs CFA                                            |  |
| <b>500</b> | <b><u>DRAINAGE WORKS</u></b>                                                                                                                                                                                           |  |
| 501        | <b><u>Ø800 ring culverts</u></b> This price remunerates under the general conditions previewed in the contract in <b>LINEAR METER</b><br><br>The <b>LINEAR METER</b> at _____ Francs CFA                               |  |
| 502        | <b>CONSTRUCTION OF REINFORCED CONCRETE RING CULVERTS HEADS AND CHAMBERS</b>                                                                                                                                            |  |
| 502a       | <b><u>Ø800mm</u></b> This price remunerates under the general conditions previewed in the contract in <b>UNITS; Ø800mm.</b><br><br>The <b>UNIT</b> at ..... FCFA                                                       |  |

**DOCUMENT No. 7**  
**DETAILED QUANTITY AND COST**  
**ESTIMATE SCHEDULE**



| BILL OF QUANTITIES AND COST ESTIMATE FOR THE MAINTENANCE OF SOME EARTH ROADS IN BAMENDA I AND II SUB DIVISION S |                                                                |                |                                                                |                             |                                    |          |                          |                                     |                          |                                 |                  |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|----------------|----------------------------------------------------------------|-----------------------------|------------------------------------|----------|--------------------------|-------------------------------------|--------------------------|---------------------------------|------------------|
| SN                                                                                                              | DESIGNATION                                                    | UNIT           | QUANTITIES                                                     |                             |                                    |          | AMOUNT (F CFA)           |                                     |                          |                                 |                  |
|                                                                                                                 |                                                                |                | Mile 1<br>junction -<br>Pastoral<br>centre -<br>Moyo<br>corner | Mbingfibie<br>-<br>Alabukam | Alakoro<br>-<br>Paul's<br>computer | TOTAL    | UNIT<br>PRICE (F<br>CFA) | Mile 1<br>junction -<br>Moyo Corner | Mbingfibie -<br>Alabukam | Alakoro -<br>Paul's<br>computer | TOTAL<br>(F CFA) |
|                                                                                                                 | Length                                                         | Km             | 1.44                                                           | 4.40                        | 1.96                               | 7.80     |                          |                                     |                          |                                 |                  |
| 100                                                                                                             | SITE INSTALLATION                                              |                |                                                                |                             |                                    |          |                          |                                     |                          |                                 |                  |
| 101                                                                                                             | Site installation                                              | LS             | 0                                                              | 0.33                        | 0.33                               | 1.00     | 1,200,000                |                                     |                          |                                 |                  |
| 102                                                                                                             | Execution programme                                            | LS             | 0                                                              | 0.33                        | 0.33                               | 1.00     | 500,000                  |                                     |                          |                                 |                  |
| 103                                                                                                             | Bringing and withdrawal of equipment from the site             | LS             | 0                                                              | 0.33                        | 0.33                               | 1.00     | 2,500,000                |                                     |                          |                                 |                  |
|                                                                                                                 | Sub Total 100                                                  |                |                                                                |                             |                                    |          |                          |                                     |                          |                                 |                  |
| 200                                                                                                             | PREPARATORY WORKS                                              |                |                                                                |                             |                                    |          |                          |                                     |                          |                                 |                  |
| 201                                                                                                             | Clearing of road sides                                         | m <sup>2</sup> | 276                                                            | 3,000.00                    | 2,940                              | 6,216.00 | 500                      |                                     |                          |                                 |                  |
| 202                                                                                                             | tree cutting                                                   | U              | -                                                              | 4.00                        | 12                                 | 16.00    | 16,000                   |                                     |                          |                                 |                  |
| 203                                                                                                             | Digging of tree storm                                          | U              | -                                                              | 4.00                        | 12                                 | 16.00    | 50,000                   |                                     |                          |                                 |                  |
| 204                                                                                                             | Scarification, grading and compaction of existing road surface | m <sup>2</sup> | 8,640                                                          | 26,400.00                   | 11,760                             | 46,800   | 500                      |                                     |                          |                                 |                  |
|                                                                                                                 | Sub Total 200                                                  |                |                                                                |                             |                                    |          |                          |                                     |                          |                                 |                  |
| 300                                                                                                             | EARTH WORKS                                                    |                |                                                                |                             |                                    |          |                          |                                     |                          |                                 |                  |
| 301                                                                                                             | Excavation of trenches                                         | m <sup>3</sup> | -                                                              | 120.00                      | 24.00                              | 144      | 5,000                    |                                     |                          |                                 |                  |
| 302                                                                                                             | Foundation course in compacted laterite from borrow pit        | m <sup>3</sup> | 180                                                            | 2,242.80                    | 975                                | 3,397    | 6,000                    |                                     |                          |                                 |                  |
| 303                                                                                                             | Base course in compacted laterite from borrow pit              | m <sup>3</sup> | 943                                                            | 3,609.00                    | 954                                | 5,506    | 7,500                    |                                     |                          |                                 |                  |
|                                                                                                                 | SUB TOTAL 300                                                  |                |                                                                |                             |                                    |          |                          |                                     |                          |                                 |                  |
| 400                                                                                                             | Mansonry, concrete and metal works                             |                |                                                                |                             |                                    |          |                          |                                     |                          |                                 |                  |

|                                      |                                                                      |                |   |       |     |      |         |  |  |  |  |
|--------------------------------------|----------------------------------------------------------------------|----------------|---|-------|-----|------|---------|--|--|--|--|
| 401                                  | Construction of compacted stone layer                                | m <sup>3</sup> | - | -     | 4.8 | 4.80 | 25,000  |  |  |  |  |
| 402                                  | Lean concrete dosed at 250kg/m3                                      | m <sup>3</sup> | - | 4.00  | 0.8 | 4.80 | 120,000 |  |  |  |  |
|                                      | <b>SUB TOTAL 400</b>                                                 |                |   |       |     |      |         |  |  |  |  |
| <b>500</b>                           | <b>DRAINAGE WORKS</b>                                                |                |   |       |     |      |         |  |  |  |  |
| 501                                  | Ø800 ring culverts                                                   | ml             | - | 40.00 | 8   | 48   | 180,000 |  |  |  |  |
| 502                                  | Construction of reinforced concrete ring culverts heads and chambers |                |   |       |     |      |         |  |  |  |  |
| 502a                                 | Ø800                                                                 | U              | - | 10.00 | 2   | 12   | 180,000 |  |  |  |  |
|                                      | <b>SUB TOTAL 500</b>                                                 |                |   |       |     |      |         |  |  |  |  |
| <b>TOTAL EAT (TOTAL A + TOTAL B)</b> |                                                                      |                |   |       |     |      |         |  |  |  |  |
| <b>TVA (19.25 %)</b>                 |                                                                      |                |   |       |     |      |         |  |  |  |  |
| <b>AIR (2.2%)</b>                    |                                                                      |                |   |       |     |      |         |  |  |  |  |
| <b>TOTAL IAT</b>                     |                                                                      |                |   |       |     |      |         |  |  |  |  |
| <b>NET PAYMENT</b>                   |                                                                      |                |   |       |     |      |         |  |  |  |  |

**DOCUMENT No. 8**  
**FRAMEWORK OF SUB-DETAIL OF**  
**PRICES**

## ***Note on the presentation of the sub-detail of prices and taxes***

1. A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the appraisal of the quality of the price proposed by a bidder.

It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. In any case, they must include the following elements:

- a. Detail of the sales coefficient according to the model presented after this note;
  - b. Non-flexible (cost without services) cost price of the materials provided for the site;
  - c. Non-flexible (cost without services) cost price of the supplies necessary for the site;
  - d. Cost of local and expatriate workforce;
  - e. For each price on the schedule of prices, a form resulting from points 1, 2, 3 and 4 above indicating the outputs leading to the unit prices;
  - f. The precise sub-detail of lump sums for the installation of the site camp, the supply and taking back of the material, laboratory and its equipment, development of a quarry (where applicable), etc.;
  - g. The precise sub-detail of lump sums for the construction, maintenance of premises and the provision of means put at the disposal of the Administration;
  - h. The sub-detail of dues and taxes.
2. Presentation framework of the sales coefficient, also called the coefficient of overheads.

### **A. Site overheads**

|          |       |
|----------|-------|
| -Studies | ..... |
| -...     | ..... |
| -...     | ..... |
| Total    | C1    |

### **B. Head Office overheads**

|                      |       |
|----------------------|-------|
| -Head office charges | ..... |
| -Financial charges   | ..... |
| -...                 | ..... |
| -Risks and profits   | ..... |

Total C2

Sales coefficient  $K = 100 / (100 - C)$  with  $C = C1 + C2$

3 The Project Owner may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

## Model sub-detail of prices

Schedule of sub-detail of prices

| DESCRIPTION            |                                 | <i>Backfill of excavations</i> |                |                             |
|------------------------|---------------------------------|--------------------------------|----------------|-----------------------------|
| Price No.              | Daily output                    | Total quantity                 | Unit           | Duration of activity (days) |
| 1.5                    |                                 |                                | m <sup>3</sup> | 1.0                         |
|                        | CATEGORY                        | Daily wage                     | days invoiced  | Amount                      |
| MANPOWER               |                                 |                                |                |                             |
|                        |                                 |                                |                |                             |
|                        |                                 |                                |                |                             |
|                        |                                 |                                |                |                             |
|                        |                                 |                                |                |                             |
|                        |                                 |                                | TOTAL A        |                             |
|                        | TYPE:                           | Daily wage                     | days invoiced  | Amount                      |
| EQUIPMENT AND MACHINES |                                 |                                |                |                             |
|                        |                                 |                                |                |                             |
|                        |                                 |                                |                |                             |
|                        |                                 |                                | TOTAL B        |                             |
|                        | TYPE:                           | Unit price                     | Consumption    | Amount                      |
| MATERIALS              |                                 |                                |                |                             |
|                        |                                 |                                |                |                             |
|                        |                                 |                                |                |                             |
|                        |                                 |                                | TOTAL C        |                             |
| D                      | TOTAL DIRECT COSTS              |                                | A+B+C          |                             |
| E                      | Site overheads (X%*D)           |                                |                |                             |
| F                      | Head Office overheads (Y%*D)    |                                |                |                             |
| G                      | Actual cost                     |                                | D+E+F          |                             |
| H                      | Risk + Benefit (Z%*G)           |                                |                |                             |
| I                      | TOTAL SALES PRICE TAX EXCLUSIVE |                                | G+H            |                             |
| J                      | UNIT SALES PRICE TAX EXCLUSIVE  |                                | I/Qty          |                             |

**DOCUMENT No. 9**  
**CONTRACT MODEL**



**MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION**

\*\*\*\*\*

**BAMENDA CITY COUNCIL**

\*\*\*\*\*

**INTERNAL TENDERS BOARD**

**CONTRACT No. \_\_\_\_\_ C/BCCITB/2026**

Awarded through OPEN NATIONAL INVITATION TO TENDER FILE N° **015 OF 13/082026 FOR THE MAINTENANCE OF SOME EARTH ROADS IN BAMENDA I and II SUB DIVISIONS.**

Project Owner *The city Mayor Bamenda city Council*

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

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

Business Register No. \_\_\_\_\_ Taxpayer's No. \_\_\_\_\_ RIB (Bank Identity Statement): \_\_\_\_\_

**SUBJECT** *THE MAINTENANCE OF SOME EARTH ROADS IN BAMENDA I AND II SUB DIVISIONS.*

|                           | <b>ROAD STRETCH</b>                       | <b>DISTANCES<br/>IN (KM)</b> |
|---------------------------|-------------------------------------------|------------------------------|
| <b>LOT 1<br/>(8.70KM)</b> | STRETCH 1: MILE 1 UPSTATION – MOYO CORNER | 1.44                         |
|                           | STRETCH 2: MBINGFIBIE-ALABUKAM            | 4.40                         |
|                           | STRETCH 3: ALAKORO TO PAUL'S COMPUTER     | 1.96                         |

PLACE: Bamenda I and II Sub-Division North West Region

EXECUTION DEADLINE: three (03) Calendar months

AMOUNT IN CFA F:

|                                     |  |
|-------------------------------------|--|
| <b>Total exclusive of all taxes</b> |  |
| VAT (19.25%)                        |  |
| I.R (2.2%)                          |  |
| <b>TOTAL inclusive of all taxes</b> |  |
| Net Payment (Total – IR)            |  |

**FINANCING:** BAMENDA CITY COUNCIL 2026 BUDGE

**BUDGETARY HEAD:** Bamenda City Council 2026 Budget, **Head 60513**

SUBSCRIBED \_\_\_\_\_

SIGNED ON, \_\_\_\_\_

NOTIFIED ON, \_\_\_\_\_

REGISTERED ON, \_\_\_\_\_

**Between:**

The Cameroon administration, represented by .....  
Hereinafter referred to as "the Project Owner"

**On the one hand,**

**And**

**The company** .....

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

Trade Register No. : \_\_\_\_\_ Taxpayer's No.: \_\_\_\_\_

Represented by Mr/Mrs \_\_\_\_\_, its Managing Director or his/her representative,  
Hereinafter named "**the contracting partner**".

**On the other hand,**

It was agreed and approved as follows:

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Part I: Special Administrative Clauses (SAC)

Part II: Special Technical Clauses (STC)

Part III: Unit Price Schedule (BPU)

Part IV: Detailed Quantity and Estimate (DE)

Page..... and Last of the Contract No. ....  
 /C/BCC/SG/DTS/SPCP/2026/..... Awarded through open national invitation to tender  
 for the maintenance of some earth roads in Bamenda I and II Sub Divisions

**FOR THE MAINTENANCE OF SOME EARTH ROADS IN BAMENDA I and II SUB DIVISIONS**

The works are regrouped in a single LOT

| <b>ROAD STRETCH</b>                       | <b>DISTANCES<br/>IN (KM)</b> |
|-------------------------------------------|------------------------------|
| STRETCH 1: MILE 1 UPSTATION – MOYO CORNER | 1.44                         |
| STRETCH 2: MBINGFIBIE TO ALABUKAM         | 4.40                         |
| STRETCH 3: ALAKORO TO PAUL’S COMPUTER     | 1.96                         |
|                                           | <b>7.80</b>                  |
|                                           |                              |

**EXECUTION DEADLINE** Three (03) calendar months

Amount of the contract CFAF:

|                                     |  |
|-------------------------------------|--|
| <b>Total exclusive of all taxes</b> |  |
| VAT (19.25%)                        |  |
| I.R (2.2%)                          |  |
| <b>TOTAL inclusive of all taxes</b> |  |
| Net Payment (Total – IR)            |  |

**VISA AND SIGNATURES**

|                                                                                     |
|-------------------------------------------------------------------------------------|
| <b>Read and accepted by the Contractor</b>                                          |
| <b>Bamenda, the.....</b>                                                            |
| <b>Signed by the City Mayor of Bamenda City Council<br/>(Contracting Authority)</b> |
| <b>Bamenda, the.....</b>                                                            |
| <b>REGISTRATION</b>                                                                 |

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

## TABLE OF MODELS

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

I, the undersigned,

Nationality:

Domicile:

Duty:

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

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

Done at \_\_\_\_\_ on \_\_\_\_\_

Signature, name, and stamp of the bidder

## Appendix No. 2: Tender model

I, the undersigned ..... [indicate the name and the capacity of the signatory] representing the.....,enterprise or group of enterprises (8)..... with Head office at.....registered in the Trade Register of ..... under No. ....

Having taken cognisance of all the documents contained or mentioned in the Tender File including the addenda,

No..... [Recall the subject of the invitation to tender]

- Submit and commit myself to deliver the supplies or execute the services in accordance with the Tender File, in return for the prices that I have established myself based on the price and quantity schedules, which prices give the amount of the offer at:

- .....[in figures and words] CFA francs exclusive of VAT, and at

..... CFA francs all taxes inclusive. [in figures and words]

- I undertake to execute the services within a deadline of..... months

- I further pledge to maintain my offer within the period of..... days [indicate the validity period, in principle 90 days] as from the deadline for the submission of offers.

- I entirely adhere to the integrity charter and the commitment statement to comply with environmental and social clauses attached to this TF.

The rebates offered and the application modalities of the said rebates are as follows:

.....  
.....  
.....  
.....  
.....

The Project Owner or the Delegated Project Owner will pay the sums owed under this contract by

crediting account number No. .... opened in the name of  
.....in..... Bank ..... Branch  
.....

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

*Done in*.....

*on*.....

Signature of.....

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

<sup>(8)</sup>*Delete the unnecessary indication*

<sup>(9)</sup>*Attach power of attorney*

## Appendix No. 3: Bid bond model

Financial body:

Bond reference: No.....

Addressed to *The City Mayor of Bamenda City Council*, hereinafter referred to as “the Project Owner”

Whereas the Service Provider ....., hereinafter referred to as “the bidder”, submitted his offer on the.....for..... *[recall the subject of the Invitation to tender]*, hereinafter referred to as “the offer”, and to which shall be attached a provisional bond equivalent to *[indicate the amount]* in CFA francs.

We..... *[name and address of the financial body]*, represented by..... *[names of signatories]*, hereinafter referred to as “the financial body”, declare to guarantee payment to the Project Owner of the maximum sum of *[indicate the amount]* CFA Francs, that the financial body pledges to pay in full to the Project Owner or the Delegated Project Owner, binding himself, his successors and assignees.

The conditions of this commitment are as follows:

If the bidder withdraws his offer during the validity period specified for in the Tender File;

or

If the bidder, having been notified of the award of the contract by the Project Owner or the Delegated Project Owner during the period of validity:

- fails to sign or refuses to sign the contract, even though required to do so;
- fails or refuses to provide the final bond for the contract, as provided therein.

We commit ourselves to pay to the Project Owner an amount up to the maximum of the sum stipulated above, upon receipt of his first written request, without the Project Owner being required to justify his request, given , however, that in his request the Project Owner shall note that he is due the amount he is claiming because one or the other of the conditions above, or both, has/have been met, and that he shall specify which condition(s) took effect.

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

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

*Signed and authenticated by the financial body*

*at.....,on .....*

*[signature of the financial body]*

## Appendix No. 4: Final bond model

Financial body:

Bond reference: No. ....

Addressed to *[indicate the Project Owner or the Delegated Project Owner and his address]* Cameroon, hereinafter referred to as “the Project Owner“

Whereas ..... *[name and address of Supplier or service provider]*, hereinafter referred to as “the Supplier or service provider”, committed himself, in execution of the contract referred to as “the Contract “, to be executed *[indicate the nature of the supplies and ancillary services]*

Whereas it is stipulated in the contract that the Supplier shall entrust to the Project Owner or the Delegated Project Owner a final bond, of an amount equal to *[indicate the percentage included between 2 and 5 %]* of the amount of the tranche of the corresponding contract, as guarantee of execution of his obligations of proper execution in accordance with the terms of the contract,

Whereas we have agreed to give the Supplier this guarantee,

We,.....*[name and address of the bank]*, represented by ..... *[names of signatories]*, hereinafter referred to as “the financial body”, we commit ourselves to pay to the Project Owner or the Delegated Project Owner, within a maximum deadline of eight (8) weeks, upon simple written request of the latter declaring that the Supplier or service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to differ the payment nor raise any contests for whatever reason, any sum up to the sum of ..... *[in figures and in 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 bid bond and we hereby incline to the notification of any modification, addendum or change.

This final bond shall enter into force as soon as it is signed and upon notification of the contract. The bond shall be released within a deadline of *(indicate the deadline)* from the date of the provisional acceptance of the supplies.

Beyond the deadline referred to above, the bond shall be baseless and should be automatically returned to us without any form of procedure.

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

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

*Signed and authenticated by the financial body*

*at.....,on .....*

*[Bank's signature]*

## Appendix No. 5: Start-up advance bond model

Financial body: .....

Bond reference: No. ....

Addressed to *[Indicate the Project Owner]*

*[Address of the Project Owner]*

Hereinafter referred to as “the Project Owner”

We, the undersigned (financing body, address), hereby declare, to guarantee, on behalf of:  
..... *[the contract holder]*,

Project Owner or the Delegated Project Owner *[Address of the Project Owner or the Delegated Project Owner]* (“the beneficiary”)

The payment without contest and upon receipt of the first written request by the beneficiary, declaring that ..... *[the holder]* did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract

..... of ..... relating to the supplies and ancillary services *[indicate the invitation to tender subject and references and the lot, if possible]*, of the maximum total sum corresponding to the advance of 20% of the amount all taxes inclusive of Contract No. ...., payable upon notification of the corresponding Administrative Order, that is:..... CFA francs

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

It shall remain in force up to the reimbursement of the advance in accordance with the procedure set in the Special Administrative Conditions. However, the amount of the bond shall be reduced proportionally to the reimbursement of the advance and as it is reimbursed.

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

*Signed and authenticated by the financial body*

*at....., on.....*

*[signature of the financial body]*

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

Financial body: .....

Bond reference: No. ....

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

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

Hereinafter referred to as “the Project Owner or the Delegated Project Owner”

Whereas .....name and address of the supplier or service

provider], hereinafter referred to as “the Supplier”, commits himself, in execution of the Contract, to deliver the supplies of *[indicate the subject of the services]*

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

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

We, ..... address of the financial body], represented by .....names of the signatories], and hereinafter referred to as “financial body”

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

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

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

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

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

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

*Signed and authenticated by the financial body*

*at.....,on .....*

*.[signature of the financial body*

## **Appendix No. 7: Tender letter for technical proposal**

[Place, date]

To: [Name and address of the Project Owner]

Sir/Madam,

We, the undersigned, [function to be specified], are pleased, in accordance with your TF No. .... of ..... on ....., wish to submit here attached, our technical proposal for the supply subject of the said TF.

In case this proposal is selected, we are entirely ready, based on the personnel proposed, to begin negotiations for the smooth execution of the project.

We therefore commit ourselves to firmly comply with the content of the said technical proposal, subject to possible amendments that may stem from the negotiations of the contract.

Yours Faithfully,

Signature of the authorised representative

Name and function of the signatory:

Candidate's name:

Address:

## Appendix No. 8: Planning schedule model

### ACTIVITIES SCHEDULE (WORK PROGRAMME)

#### A. Specify the nature of the activity

| SN         | DESCRIPTION                                                    | Unit           | Q'ty    | Out put | Month 1 |    |    |    | Month 2..... |    |    |    |
|------------|----------------------------------------------------------------|----------------|---------|---------|---------|----|----|----|--------------|----|----|----|
|            |                                                                |                |         |         | W1      | W2 | W3 | W4 | W1           | W2 | W3 | W4 |
|            | <b>SITE INSTALLATION</b>                                       |                |         |         |         |    |    |    |              |    |    |    |
| 100        | Site installation                                              | LS             | 1       |         |         |    |    |    |              |    |    |    |
| 101        | Execution program                                              | LS             | 1       |         |         |    |    | LS | 1            |    | 1  |    |
| 102        | Bringing and withdrawer of equipment from site                 | LS             | 1       |         |         |    |    |    |              |    |    |    |
|            | SUB TOTAL 100                                                  |                |         |         |         |    |    |    |              |    |    |    |
| <b>200</b> | <b>PREPARATORY WORKS</b>                                       |                |         |         |         |    |    |    |              |    |    |    |
| 201        | Cleaning of road sides                                         | m2             | 6,216   |         |         |    |    |    |              |    |    |    |
| 202        | Tree cutting                                                   | U              | 16.00   |         |         |    |    |    |              |    |    |    |
| 203        | Digging of tree storm                                          | U              | 16.00   |         |         |    |    |    |              |    |    |    |
| 204        | Scarification, grading and compaction of existing road surface | m <sup>2</sup> | 46,8000 |         |         |    |    |    |              |    |    |    |
|            | <b>SUBTOTAL 200</b>                                            |                |         |         |         |    |    |    |              |    |    |    |
| <b>300</b> | <b>EARTH WORKS</b>                                             |                |         |         |         |    |    |    |              |    |    |    |
| 301        | Excavation of trenches                                         | m3             | 144     |         |         |    |    |    |              |    |    |    |
| 302        | Foundation Course in compacted laterite from borrow pit        | m3             | 3,397   |         |         |    |    |    |              |    |    |    |
| 303        | Base Course in compacted laterite from borrow pit              | m3             | 954     |         |         |    |    |    |              |    |    |    |
|            | <b>SUBTOTAL 300</b>                                            |                |         |         |         |    |    |    |              |    |    |    |
| 400        | <b>MANSONRY, CONCRETE AND METAL WORKS</b>                      |                |         |         |         |    |    |    |              |    |    |    |
| 401        | Construction of compacted stone layer                          | m3             | 4.8     |         |         |    |    |    |              |    |    |    |
| 402        | Lean concrete dosed at 250kg/m3                                | m3             | 4.8     |         |         |    |    |    |              |    |    |    |
|            | <b>SUBTOTAL 400</b>                                            |                |         |         |         |    |    |    |              |    |    |    |
| <b>500</b> | <b>DRAINAGE WORKS</b>                                          |                |         |         |         |    |    |    |              |    |    |    |
| 501        | Ø800mm ring culvert                                            |                |         |         |         |    |    |    |              |    |    |    |

|      |                                                                      |  |  |  |  |  |  |  |  |  |  |  |  |
|------|----------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| 502  | Construction of reinforced concrete ring culverts heads and chambers |  |  |  |  |  |  |  |  |  |  |  |  |
| 502a | Ø800mm ring culvert head                                             |  |  |  |  |  |  |  |  |  |  |  |  |
|      |                                                                      |  |  |  |  |  |  |  |  |  |  |  |  |

## B. Completion and submission of reports

| Reports                                                             | Date |
|---------------------------------------------------------------------|------|
| 1. Initial report                                                   |      |
| 2. Progress reports<br>a. First progress report<br>b. Second report |      |
| 3. Final report draft                                               |      |
| 4. Final report                                                     |      |

## SPECIALISED STAFF CALENDAR

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

Reports to be provided: \_\_\_\_\_

Duration of activities: \_\_\_\_\_

Signature: *(Authorised representative)*

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

## APPENDIX No.9: MODEL LIST OF THE STAFF TO BE MOBILISED

### 1. Key technical/management personnel

| Name | Proposed function | Minimum qualification | Years of General experience | Years of specific experience in terms of similar projects executed | Position or function occupied for |
|------|-------------------|-----------------------|-----------------------------|--------------------------------------------------------------------|-----------------------------------|
|      |                   |                       |                             |                                                                    |                                   |
|      |                   |                       |                             |                                                                    |                                   |
|      |                   |                       |                             |                                                                    |                                   |
|      |                   |                       |                             |                                                                    |                                   |
|      |                   |                       |                             |                                                                    |                                   |
|      |                   |                       |                             |                                                                    |                                   |

### 2. Support staff (head office and local)

| Name | Specialisation | Position | Year of experience | Duties |
|------|----------------|----------|--------------------|--------|
|      |                |          |                    |        |
|      |                |          |                    |        |
|      |                |          |                    |        |

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

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

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

## APPENDIX No.11: CURRICULUM VITAE (CV) MODEL FOR PROPOSED SPECIALISED PERSONNEL

Position: .....  
..... Candidate's  
name: .....  
..... Employee's name: .....  
.....  
..... Profession: .....  
.....  
.. Certificates: .....  
..... Date of birth: .  
.....  
..... Number of years of employment by the candidate  
:..... Nationality: ..... Affiliation to  
associations / professional groups : .....

Specific duties: .....  
.....

.....  
.....

### **Main qualifications:**

*[In about half page, give an overview of the employee's training aspects and experience most useful to his duties within the framework of the mission. Indicate the level of responsibilities he/she executed during the previous missions, by specifying the date and place .]*

.....

.....

**Training:**

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

**Attached documents:**

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

.....  
.....

**Work experience:**

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

.....  
.....

**Computer knowledge:**

*[Indicate knowledge level]*

.....  
.....

**Languages:**

*[Indicate, for each, knowledge level: poor/average/ good/excellent, with regard to the language]*

read/written/ spoken.]

.....  
.....

**Attestation:**

I, the undersigned, faithfully certify that the information below clearly give account of my situation, qualifications and experience.

.....  
..... Date : .....

*[Signature of the employee and of the consultant’s authorised representative]*

*Day/month/year*

Name of employee: .....  
.....

Name of the authosised representative: .....  
.....

## APPENDIX No.12: CANDITATE’S REFERENCES

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

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

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

Name of candidate:

## **APPENDIX No.13. DESCRIPTION OF THE PROPOSED METHODOLOGY AND WORK PLAN FOR ACCOMPLISHING THE MISSION**

*The technical design, the methodology and the work plan are key elements of the technical proposal. It is suggested to present the technical proposal (10 pages maximum, including tables and diagrams) divided into three chapters:*

- a) Technical design and methodology,*
- b) Work plan, and*
- c) Organisation and personnel*

*a) Technical design and methodology. In this chapter, it suggest that you should explain how you envisage the objectives of the mission, the design of the services, the methodology to carry out the activities and to obtain the results expected and the related detail. You should highlight the problems to be solved and their importance and explain the technical design you will adopt to this effect. In addition, you should explain the methodology you intend to adopt and its compatibility with the design proposed.*

*b) Work plan. In this chapter, you should propose the main activities that the mission includes, their nature and duration, spreading out and interrelations, the markers (including intermediary approvals of the contracting authority) and the dates for the presentation of reports. The work plan proposed should be compatible with the technical design and the methodology, show that the Terms of Reference were understood and can be materialised into a practical work plan. A list of final documents, including reports, sketches and tables that constitute the final product should be included in this chapter. The personnel schedule (4G) should be compatible with the work programme (4H)*

*c) Organisation and personnel. In this chapter, you should propose a structure and the composition of your team. You shall give the list of the main disciplines represented, the name of the official expert and a list of the proposed key and support staff.*

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

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

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

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

## APPENDIX No.15: MODEL OF SITE VISIT SWORN STATEMENT

I, the undersigned Mr. \_\_\_\_\_

Representative of \_\_\_\_\_ Enterprise

Acknowledge that I visited this day \_\_\_\_\_ of the month of \_\_\_\_\_ of the year  
\_\_\_\_\_

Accompanied by Mr. \_\_\_\_\_

Acting in the name and on behalf of the User, the site of the Project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For which my enterprise intends to bid.

Having been to the site, the following observations were recorded:

.....  
.....  
.....  
.....  
.....  
.....

***N.B: The service provider shall submit for each project site a statement of site visit.***

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

The bidder

(Name, first name, signature and stamp)

**DOCUMENT No.11**  
**INTEGRITY CHARTER**

## **Note on the Integrity Charter**

The tenderer undertakes to respect the integrity charter. In the case of a group of enterprises, all members of the group are committed to the charter; all its members must subscribe to this charter.

# INTEGRITY CHARTER

## OPEN NATIONAL INVITATION TO TENDER FILE N° 015/ ONIT/BCCITB/2026 OF 13/08/2026 FOR THE MAINTENANCE OF SOME EARTH ROADS IN BAMENDA I and II Sub DIVISIONS

---

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

- 1 We acknowledge and testify that we are not, and that none of our group members and subcontractors are, in any of the following cases:
  - 1.1) be in a state of or have been the subject of bankruptcy, liquidation, judicial settlement, cessation of activity or any similar situation resulting from a procedure of the same nature;
  - 1.2) be included in the lists of financial sanctions adopted by the United Nations and any other Technical and Financial Partner, in connection with the award or execution of a contract;
  - 1.3) having produced false information or provided forged documents required in the context of this consultation.
- 2 We testify that we are not, and that none of the members of our consortium and our subcontractors are, in any of the following conflict of interest situations:
  - 2.1) Shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting dispute has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;
  - 2.2) have a business or family relationship with a member of the Project Owner's services involved in the contract award process or in the control of the resulting contract, unless the resulting conflict has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;
  - 2.3) control or be controlled by another bidder, be under the control of the same company as another bidder, receive from another bidder or award to another bidder directly or indirectly any subsidies, have the same legal representative as another bidder, have

direct or indirect contacts with another bidder that enable us to have and give access to information contained in our respective bids, to influence them, or to influence the decisions of the Project Owner;

2.4) be engaged for an advice assignment which, by its nature, may be incompatible with our obligations vis-à-vis the Project Owner;

2.5) in the case of a procedure for the award of a works or supply contract:

i) prepared ourselves or were associated with a consultant who prepared specifications, plans, calculations and other documents used in the competitive bidding process under consideration;

ii) be ourselves or one of the firms with which we are affiliated, engaged, or to be engaged, by the Project Owner to carry out supervision or control of the works under the Contract.

3 If we are a public institution or a public enterprise, we testify that we are legally and financially autonomous and that we are managed according to the rules of private accounting, and that we are not under the supervision of the Project Owner or the relevant Delegated Project Owner, unless expressly authorised by the Authority in charge of Public Contracts

4 We undertake to inform the Project Owner without delay, who will inform the Authority in charge of Public Contracts, of any change in the situation with regard to points 1 to 3 above.

5 In the context of the award and execution of the Contract:

5.1) We have not and will not commit any unorthodox manoeuvres (actions or omissions) intended to deliberately deceive others, intentionally conceal matters from them, surprise or vitiate their consent or cause them to circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an illegitimate benefit.

5.2) We have not and will not commit any unorthodox manoeuvres (actions or omissions) contrary to our legal or regulatory obligations and/or violate its internal rules in order to obtain an illegitimate benefit.

5.3) We have not promised, offered or granted, and will not promise, offer or grant, directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial mandate in the State, whether appointed or elected, whether permanent or not, whether paid or unpaid, and at any level (ii) any other person who discharges a public function, including for a public body or public enterprise, or provides a public service, or (iii) any other person defined as a public official in the State, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he or

she may perform or refrain from performing any act in the exercise of his or her official functions.

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

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

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

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

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

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

**Name:** \_\_\_\_\_

**Signature:**

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

Dated \_\_\_\_\_

**DOCUMENT No.12**

**COMMITMENT STATEMENT TO  
COMPLY WITH SOCIAL AND  
ENVIRONMENTAL CLAUSES**

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

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

# **Commitment statement to comply with environmental and social clauses**

**PEN NATIONAL INVITATION TO TENDER FILE N° 015/ ONIT/BCCITB/2026 OF 13/08/2026  
FOR THE MAINTENANCE OF SOME EARTH ROADS IN BAMENDA I and II SUB DIVISION**

---

**THE “BIDDER” undertakes to comply with the terms of this Environmental and Social  
Commitment Statement**

**TO  
THE “PROJECT OWNER”**

In the context of the award and execution of the Contract:

- 1) We undertake to respect and ensure that the members of our group and all of our subcontractors comply with the social standards applicable in Cameroon including ratified international conventions notably: (i) the respect of the minimum salary provided for by the Labour Code and various collective conventions, (ii) forbidding the recruitment of children of less than 14 years, (iii) respect the nature of works respectively prohibited to women and pregnant women , (iv) respect the compulsory weekly rest, (v) respect holidays entitlement, (vi) respect the working conditions in the night, (vii) hygiene and safety conditions at the working place, (viii) compulsory wearing of individual safety equipment.
- 2) In addition, we also commit ourselves to implement environmental and social risk mitigation measures, in the environmental and social impact notice provided, if necessary, by the Project Owner. In any case, we commit ourselves to respect and ensure that the members of our group, and all our subcontractors each time it is possible, the guidelines recommending the use of devices with low impact on the environment.
- 3) Ourselves, the members of our group and our subcontractors authorize the Project Owner and the Tenders/Control Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification to ARMP or any other State control body.
- 4) Failure by us, by a member of our group and our subcontractors, to comply with the rules governing this charter, we acknowledge that we are liable to sanctions provided for by the laws and regulations in force.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

Dated \_\_\_\_\_

**DOCUMENT No. 13**

**VISA OF MATURITY OR PROOF OF  
PRELIMINARY STUDIES**

*[To be filled in systematically by the Project Owner or the Delegated Project Owner according to the nature of the services to be carried out and in accordance with the details of articles 54 to 57 of the Public Contracts Code].*

## **Note on the maturity visa or on preliminary studies**

In accordance with the Public Contracts Code, the Project Owner, before initiating the contracts award procedure or before submitting a file to the relevant Tenders Board, must ensure that the draft tender files are based on preliminary studies.

These studies should be required when the tender files are examined by the Tenders or Control Boards.

The Project Owner or the Delegated Project Owner is required to fill in the questionnaire in Appendix 1 together with the supporting documents for the said studies.

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

1. Attach the preliminary study:

2. Indicate:

2.1. The date;

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

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

2.4. interview, if any;

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

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

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

**DOCUMENT No. 14**

**LIST OF INSTITUTIONS AUTHORISED TO  
ISSUE BONDS FOR PUBLIC CONTRACTS**

## **I- BANKS:**

1. Afriland First Bank;
2. Banque Atlantique;
3. Banque Gabonaise pour le Financement International (BGFI BANK);
4. Banque Internationale du Cameroun pour l'Epargne et le Crédit;
5. CITI Bank;
6. Commercial Bank of Cameroon;
7. Ecobank;
8. National Financial Credit Bank;
9. Société Camerounaise de Banque au Cameroun;
10. Société Générale de Banque au Cameroun;
11. Standard Chartered Bank Cameroon;
12. Union Bank of Cameroon;
13. United Bank for Africa;
14. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), P.O. Box: 12962 Yaoundé;
15. Bank Of Africa Cameroun (BOA Cameroun), P.O. Box: 4593 Douala;
16. Crédit Communautaire d'Afrique- (CCA-Bank) P O Box 30 338 Yaounde;
17. Credit Communautaire d'Afrique – Bank (CCA – Bank), P.O.Box :30 388, Yaoundé;
18. La regionale Bank, P.O.Box : 30 145 Yaoundé, Tél : (+237) 222 22 02 39.

## **II- Insurance companies:**

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

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

**DOCUMENT No. 15**  
**ONLINE BIDDING PROCEDURE**

**REPUBLIC OF CAMEROON**

Peace – Work – Fatherland

-----  
**PRESIDENCY OF THE REPUBLIC**

-----  
**MINISTRY OF PUBLIC CON-  
TRACTS**

-----



**RÉPUBLIQUE DU CAMEROUN**

Paix – Travail – Patrie

-----  
**PRÉSIDENCE DE LA RÉPU-  
BLIQUE**

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**MINISTÈRE DES MARCHÉS  
PUBLICS**

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## ONLINE SUBMISSION PROCEDURE

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

### Step 1: Company registration on the COLEPS platform

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

### Step 2: Acquiring the Electronic Certificate

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

(Remember to keep the password for connections to COLEPS).

**Step 3: Registering the Electronic Certificate on COLEPS**

- Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
- Go to the “Bidders Registration” tab, then the “New Registration / Additional Certificate” section.; identify the company using the trade register, then add the certificate after filling in the form carefully.

**Technical assistance**

For technical assistance, in the event of a problem occurred while using the platform, please call (+237) 222 238 155 / 222 237 084/677 006 110 or send an e-mail to [dsi@minmap.cm](mailto:dsi@minmap.cm).