REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMB0

B.P. 3 KUMBO/Tel: 33 48 10 11
E mail:kuc_tobin@yahoo.com
Site web: www.kumbocouncil.info

REPUBLIC OF CAMEROON
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11
E-mail:kuc_tobin@yahoo.com
Web site:www.kumbocouncil.info

KUMBO COUNCIL INTERNAL TENDER'S BOARD

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER N°:008ONIT/KC/KCITB/FEICOM 2026 OF 10/11/2026 FOR RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION OF THE NORTH-WEST REGION BY EMERGENCY PROCEDURE

PROJECT OWNER: THE LORD MAYOR KUMBO COUNCIL

CONTRACTING AUTHORITY: THE LORD MAYOR KUMBO COUNCIL

FUNDING: *FEICOM CLIMATE WINDOW, FUNDING AGREEMENT No. ____/CCF/FEICOM/DG/CAJ/DCC/2026*
IMP: FEICOM BUDGET 2025, HEAD 65-00-00 AND HEAD 25-00-30
AUTHORIZATION:

November 2026

TENDER FILE

TABLE OF CONTENTS

Document No. 1: Invitation to tender

Document No. 2: General Regulations of the invitation to tender

Document No. 3: Special Regulations of the invitation to tender

Document No. 4: Special Administrative Conditions

Document No. 5: Special Technical Conditions

Document No. 6: Schedule of prices

Document No. 7: Bill of quantities and estimates

Document No. 8: The sub-detail of prices

Document No. 9: Model contract

Document No. 10: Forms and Standard documents to be used

Document No. 11: List of banking establishments and financial bodies authorised to issue bonds for public contracts

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMB0

B.P. 3 KUMBO/Tel: 33 48 10 11
E mail:kuc_tobin@yahoo.com
Site web: www.kumbocouncil.org

PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11
E-mail:kuc_tobin@yahoo.com
Web site:www.kumbocouncil.org

OPEN NATIONAL INVITATION TO TENDER N°:008ONIT/KC/KCITB/FEICOM 2026 OF 10/11/2026 FOR RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION OF THE NORTH-WEST REGION

1. Subject of the invitation to tender:

Within the framework of the Funding Agreement signed between FEICOM and Kumbo Council under the FEICOM Climate Window, the Mayor of Kumbo Council, acting as Contracting Authority, hereby launches by emergency procedure an Open National Invitation to Tender for the Restoration of Green Space in Tobin, Kumbo Central Subdivision, Bui Division, North-West Region.

S/N	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	Restoration of Green Space in Tobin, Kumbo Central Sub Division	Kumbo Central Sub Division	100,000	**49,000,000**	FEICOM 2025: 65-00-00 / 25-00-30	**03**

2. Nature of services

Work to be done consists of Restoration of Green Space in Tobin, Kumbo Central Sub Division, Bui Division. The works include the following:

Component 1: PRELIMINARIES

- Cleaning and restoring public spaces by removing litter and invasive plants from the green space
- Site clearing, grubbing, and removal of topsoil
- Removal of debris and remains of old dilapidated structures (included in levelling and grading)

Component 2: PAVEMENTS

- Excavation and subgrade preparation for pedestrian walkways
- Laying of interlocking concrete pavers for walkways and paths
- Installation of precast concrete kerbs along pathways

Component 3: LANDSCAPING

- Tree planting at the green space
- Establishing lawns and flower beds
- Creating and maintaining green lawns and other green recreational areas
- Watering, pruning, and maintaining newly planted trees and gardens
- Monitoring plant growth and replacing damaged or dead plants to ensure the project's success
- Planting of trees, grasses, shrubs, and ornamental plants
- Maintenance of planted areas

Component 4: FURNITURE & LIGHTING

- Construction of reinforced concrete park benches; supply of waste bins and directional signs
- Installation of complete solar street lights

Component 5: FENCING

- Setting out and digging post holes for perimeter fencing
- Installation of galvanised steel fence posts on concrete foundations
- Erection of 1.50 m high PVC-coated galvanised welded wire mesh fencing
- Installation of two double-leaf galvanised steel gates

Component 6: HYGIENE, HEALTH, SAFETY, ENVIRONMENT AND COMMUNITY

- Implementation of the site HSE plan (personal protective equipment, first aid, barriers and signage) and of the ESMP measures of the Environmental Impact Notice
- Waste collection and responsible disposal during the works; erosion and dust control
- Environmental awareness session for residents and training of 20 community members in green space maintenance

3. Execution deadline

The maximum execution deadline shall be three (03) calendar months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

4. Participation and origin:

Participation in this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned.

5. Financing

The works shall be financed by FEICOM under the Climate Window (Reforestation and Restoration of Ecosystems), Funding Agreement No. ____/CCF/FEICOM/DG/CAJ/DCC/2026 between FEICOM and Kumbo Council, charged to the FEICOM budget, 2025 financial year: Head 65, Sub-Head 00, Item 00 (solidarity contribution, 85%) and Head 25, Sub-Head 00, Item 30 (Council own contribution, 15%).

6. Bid Bond:

Each bidder should include in his administrative document, a bid bond of **FCFA 100 000 (one hundred thousand CFA francs)** issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions.

Against the risk of being rejected, only originals or true copies certified by the issuing service or administrative authorities of the administrative document required, including the bid bond, shall imperatively be produced in accordance with the Special Conditions of the invitation to tender. They shall neither be older than three (03) months nor be produced before the signing of the tender notice.

Any offer not in conformity with the prescriptions of this notice and tender file shall not be accepted, especially the absence of a bid bond issued by a first rate-bank, approved by the Ministry in charge of Finance, or the non-respect of the model of the tender file documents, shall lead to a pure and simple rejection of the offer without any appeal being entertained.

7. Consultation of tender file:

Interested eligible bidders may obtain further information during working hours as from the date of publication of this tender notice, at the Kumbo Council Office of Award for Public Contract TEL: 670003577

8. Acquisition of tender file:

The file may be obtained at the Kumbo Council office **for the award of Public Contracts**, Telephone **N⁰** :670003577 as soon as this notice is published against payment of a non- refundable sum of **25000 CFA** francs, payable at the Kumbo Council Treasury representing the cost of purchasing the tender file.

9. Submission of Bids:

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Kumbo Council at the **Service for the award of Public Contracts**, not later than the 01/12/2026 at 10.00 AM local time. It should be labelled as follows:

10. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice

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

11. Opening of bids

The bids shall be opened in single phase. The opening of the Administrative documents, Technical and Financial offers shall take place on the **01/12/2026 at 11:00 AM** local time, by the Kumbo Council Internal Tenders Board in the Council Hall.

Only bidders may attend or be represented by duly mandated persons of their choice.

12. Evaluation criteria

There are two types of evaluation criteria: eliminatory and essential criteria. The aim of these criteria is to identify and reject incomplete bids or bids not in conformity with the essential conditions laid down in the Tender File.

i. Eliminatory criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according of the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

- Absence or insufficient amount of the bid bond;
- Absence or non-conformity of any administrative document of Envelope A;
- Deadline for delivery higher than prescribed;
- False declaration, forged or scanned documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial file.
- Technical assessment mark lower than **75%** of "Yes".

ii. Essential criteria

Essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.

The criteria relating to the qualification of candidates are based on the following:

- General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff ;
- Logistics (Equipment);
- Methodology;

- Financial capacity;
- Attestation of site visit signed by the Contractor with pictures
- Report of site visit signed by the Contractor
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);
- Pre – Financing capacity **not less than 75%** of the amount required in the offer

The essential criteria are subjected to minima whose detail is given in the Special Regulation of the Invitation to tender (RPAO).

iii Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation shall be done in a purely binary method with a (**yes**) or a (**no**) with an acceptable minimum of **75%** of the essential criteria taken in to account.

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

13. Award of the jobbing order

The jobbing order shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 99 (a) of the public contracts code).

14. Period of validity of bids

The bidders shall remain committed to their offers during a period of 60 days from the deadline set for the submission of bids.

15. Complementary information

Complementary technical information may be obtained during working hours at the **Kumbo Council, Office of Award of Public Contracts**.

16. Delivery deadline

The maximum execution deadline provided for by the Contracting Authority shall be three (03) months, as from the date of notification of the service order.

Done at KUMBO the 10 NOV 2026 .....

The Mayor of KUMBO Council

REPUBLIQUE DU CAMEROUN
REPUBLIC OF CAMEROON
BUI DIVISION
DEPARTEMENT DE BUI
COMMUNE DE KUMBO
KUMBO COUNCIL

Mborong Venatius Bongkiyung (PhD)

Circular Copies

- *ARMP Bamenda*
- *Chairpersons of Tender Board*
- *Notice boards*
- *DD MINEPDED Bui*
- *DD MINMAP Bui*
- *Archive)*

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMB0

B.P. 3 KUMBO/Tel: 33 48 10 11
E mail:kuc_tobin@yahoo.com
Site web: www.kumbocouncil.org

REPUBLIC OF CAMEROON
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11
E-mail:kuc_tobin@yahoo.com
Web site:www.kumbocouncil.org

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° :008/AONO/CK/CIPMK/KC/FEICOM/2026 DU 10/11/2026 POUR LES TRAVAUX DE RESTAURATION D'UN ESPACE VERT A TOBIN, DANS LA COMMUNE DE KUMBO, DEPARTEMENT DU BUI, RÉGION DU NORD OUEST

(EN PROCÉDURE D'URGENCE).

1. OBJET D'AVIS D'APPEL D'OFFRES :

Dans le cadre de la Convention de concours financier signée entre le FEICOM et la Commune de Kumbo au titre du Guichet Climat du FEICOM, le Maire de la Commune de Kumbo, agissant en qualité de Maître d'Ouvrage, lance en procédure d'urgence un Appel d'Offres National Ouvert pour les travaux de restauration de l'espace vert de Tobin, Arrondissement de Kumbo Central, Département du Bui, Région du Nord-Ouest.

Cet appel d'offres est constitué d'un seul (01) lot.

Lot N°	Projet	Localité	Montant Caution de Soumission	Montant du Projet	Imputation	Délai en Mois
01	**Restauration d'un espace vert**	**Tobin** Commune de Kumbo	100,000	49,000 000	FEICOM 2025: 65-00-00 / 25-00-30	03

2. Consistance des travaux:

Les prestations du présent marché comprennent les travaux de **Restauration d'un espace vert à Tobin** dans la commune de Kumbo, Département de BUI, Les prestations comprennent les opérations suivantes :

Composante 1 : TRAVAUX PRÉLIMINAIRES

- Nettoyage et restauration des espaces publics par l'élimination des déchets et des plantes envahissantes de l'espace vert
- Débroussaillage, dessouchage et décapage de la terre végétale
- Évacuation des débris et restes d'anciennes structures vétustes (compris dans le réglage et nivellement)

Composante 2 : REVÊTEMENTS ET CHAUSSÉES

- Terrassement et préparation du fond de forme pour les allées piétonnes
- Fourniture et pose de pavés autobloquants en béton pour les allées et terrasses
- Fourniture et pose de bordures préfabriquées en béton le long des allées

Composante 3 : AMÉNAGEMENT PAYSAGER

- Plantation d'arbres dans l'espace vert
- Création de pelouses et de parterres de fleurs
- Création et entretien de pelouses vertes et d'autres espaces récréatifs verdoyants
- Arrosage, taille et entretien des arbres et jardins nouvellement plantés
- Suivi de la croissance des plantes et remplacement des végétaux endommagés ou morts pour garantir le succès du projet
- Plantation d'arbres, de gazon, d'arbustes et de plantes ornementales

- Entretien des zones plantées

Composante 4 : MOBILIER ET ÉCLAIRAGE
- Construction de bancs en béton armé ; fourniture de poubelles et de panneaux directionnels
- Installation de lampadaires solaires complets

Composante 5 : CLÔTURE
- Implantation et creusement des trous de poteaux pour la clôture périphérique
- Installation de poteaux en acier galvanisé sur fondations en béton
- Pose d'un grillage soudé galvanisé plastifié de 1,50 m de hauteur
- Installation de deux portails à deux battants en tube d'acier galvanisé

Composante 6 : HYGIÈNE, SANTÉ, SÉCURITÉ, ENVIRONNEMENT ET COMMUNAUTÉ
- Mise en œuvre du plan HSE du chantier (équipements de protection individuelle, premiers secours, barrières et signalisation) et des mesures du PGES de la Notice d'Impact Environnemental
- Collecte et évacuation des déchets pendant les travaux ; lutte contre l'érosion et la poussière
- Séance de sensibilisation environnementale des riverains et formation de 20 membres de la communauté à l'entretien de l'espace vert

3.Délai d'exécution des travaux

Le délai global d'exécution des travaux est de trois (03) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et coure à compter de la date de notification de l'ordre de service de commencer les travaux.

4. Participation et origine :

La participation au présent Appel d'Offres est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisé des opérations similaires.

5. Financement :

Les travaux sont financés par le FEICOM au titre du Guichet Climat (Reboisement et restauration des écosystèmes), Convention de concours financier N° ____/CCF/FEICOM/DG/CAJ/DCC/2026 entre le FEICOM et la Commune de Kumbo, imputés au budget du FEICOM, exercice 2025 : chapitre 65, article 00, paragraphe 00 (contribution de solidarité, 85 %) et chapitre 25, article 00, paragraphe 30 (apport propre de la Commune, 15 %).

6. Cautionnement provisoire

Chaque soumissionnaire devra joindre à ses pièces administratives, une caution de soumission de **F CFA 100 000 (cent mille francs CFA)** établie par une institution bancaire de premier ordre agrée par le Ministère en charge des Finances aux conditions de la COBAC.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous – préfet.....), conformément au listing prévu au Règlement Particulier de l'Appel d'Offres (R.P.A.O). Elles devront obligatoirement être datées de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment, l'absence de caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre.

7. Consultation du Dossier d'Appel d'Offres.

Le Dossier d'Appel d'Offres peut être consulté aux heures ouvrables à la Commune de KUMBO, au bureau de CDO Tél. 670003577. Dès publication du présent avis.

8. Acquisition du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être obtenu à la Commune de KUMBO, au bureau de CDO Tél. : 670003577, dès publication du présent avis, contre présentation d'une quittance de versement au Trésor de la commune de KUMBO, de la somme non remboursable de 25 000 FCFA (vingt-cinq mille francs CFA) représentant les frais d'achat du dossier.

9. Remise des offres :

Chaque offre, rédigée en français ou en anglais en Sept (07) exemplaires dont un (1) original et Six (6) copies marquées comme telle, devra parvenir contre récépissé à la Commune de KUMBO, au bureau de CDO **Tel : 670003577** au plus tard le **01/12/2026 à 10heures**, heure locale et devra porter la mention suivante :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° :008/AONO/CK/CIPMK/KC/FEICOM/2026 DU 10/11/2026 POUR LES TRAVAUX DE RESTAURATION D'UN ESPACE VERT A TOBIN, DANS LA COMMUNE DE KUMBO, DEPARTEMENT DU BUI, RÉGION DU NORD OUEST
Procédure D'urgence

A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »

10 Recevabilité des offres

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

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.
Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

11. Ouverture des offres :

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives, des offres techniques et financières aura lieu **01/12/2026 à 11h00 heures,** locale, par la Commission interne de Passation des Marchés Public de la commune de Kumbo, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier, dans la salle de conférence de la commune de KUMBO.

12. 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 d'Appel d'Offres.

i *Critères éliminatoires*

Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les critères essentiels. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.

Il s'agit notamment :

- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- Fausses déclarations ou pièces falsifiées ;
- Absence ou insuffisance de la caution provisoire de soumission ;
- Deux Entreprises avec le même personnel ;
- Offres dont l'enveloppe extérieure porte des mentions permettant l'identification du Soumissionnaire
- Absence ou non-conformité d'une pièce du dossier administratif (enveloppe A) ;
- Offre financière incomplète ;
- Note technique inférieure à 75 % de « oui » sur les critères essentiels.

ii Critères essentiels

Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technico-financière des candidats à exécuter les travaux, objet de l'appel d'offres.

Les critères essentiels de qualification sont tel qu'il suit ;

- Présentation générale de l'offre ;
- Références de l'entreprise dans les réalisations similaires ;
- Qualité du personnel clé ;
- Moyens logistiques ;
- Méthodologie ;
- Capacité financière ;
- Attestation de visite du site signe' par le responsable de l'Entreprise;
- Rapport de visite du site signe' par le responsable de l'Entreprise
- Cahier des Clauses Techniques Particulières paraphé à chaque page, signée et cachetée à la fin ;
- Cahier des Clauses Administratives Particulières complété, paraphé à chaque page et signée à la fin ;
- Attestation de surface financière **supérieure ou égale 75%** du montant de l'offre

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

iii. Critères de qualification

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

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

13. Attribution de la lettre commande

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui aura présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 99 (a) du Code des Marchés Publics.

14. Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de 60 jours, à compter de la date limite fixée pour la remise des offres

15. Renseignements complémentaires :

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la commune de KUMBO – **service des marchés publics, Tél. : 670003577**

10 NOV 2020

Fait à KUMBO, le... .....

Le Maire de la commune de KUMBO,



Ampliations :

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

DOCUMENT Nº. 2:
GENERAL REGULATIONS OF THE INVITATION TO TENDER (GRIT)

Table of contents

A. **General**

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

B. **Tender File**.....

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

C. **Preparation of Tenders**

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

D. **Submission of bids**.....

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

E. **Opening of bids and evaluation of offers**.....

Article 25: Opening of bids.....
Article 26: Confidential nature of the procedure.....
Article 27: Clarifications on the offer and contact with Contracting Authority.....
Article 28: Determination of their conformity.....
Article 29: Qualification of the bidder
Article 30: Correction of errors.....
Article 31: Conversion into a single currency.....
Article 32: Evaluation of financial offers.....
Article 33: National preference.....

F. **Award of the contract**.....

Article 34: Award.....
Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure.....
Article 36: Cancellation of invitation to tender or declared unsuccessful.....
Article 37: Notification of the award of the contract.....
Article 38: Signature of the contract.....
Article 39: Final bond.....

GENERAL RULES OF THE INVITATION TO TENDER

Article 1: Scope of the tender

1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations.
The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.

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

1.2 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

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

a) The following definitions shall be admitted:

- Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
- "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

b)Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding or a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete.

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

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

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

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

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

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

iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

(c) The bidder must not have been excluded from bidding for public contracts.

(d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

Article 5: Supplies, equipment and authorised services

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

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

Article 6: Qualification of bidder

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

(a) submit a power of attorney making the signatory of the bid bound by the bid; and

(b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

(i) The production of certified balance sheets and recent turnovers;

(ii) Access to a line of credit or availability of other financial resources;

(iii) Orders acquired and contracts awarded;

(iv) Pending litigations; and

(v) Availability of indispensable equipment.

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

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

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

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

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

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

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

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

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);
Document No. 2. The tender notice;
Document No. 3. The General Regulations of the invitation to tender;
Document No. 4. The Special Regulations of the invitation to tender;
Document No. 5. The Special Administrative Conditions;
Document No. 6. The Special Technical Conditions;
Document No. 7. The schedule of unit prices;
Document No. 8. The bill of quantities and estimates;
Document No. 9. The sub details of unit prices;
Document No. 10. Model documents of the contract:

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

Document No. 11. Models to be used by bidders;
Model contract;
Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

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

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the offer

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

Volume 1: Administrative documents

They include:

I. All documents stating that the bidder:
   - Has complied with all declarations provided for by the laws and regulations in force;
   - I current with his taxes, contributions, fees or levies of any kind whatsoever;
   - Is not in a State of liquidation or bankruptcy;
   - Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.

II. Bid bond(s) issued is are in conformity with the provisions of article 15 of the present RGAO;
III. A written confirmation authorizing the signatory of the offer to engage the bidder
IV. The CCAP is duly initialled on each page and signed on the last page.
V. Localization plan is duly signed by the authority concern.

b. Volume II: Technical Offer

It includes:

I. References of the company (the contractor will provide contracts or Jobbing orders for similar work carried out as well as related minutes of reception);

II. Personnel: the contractor will present the competent technical staff and workers he intends to employ before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma attestation of presentation of original of the technical diploma, and the attestation of availability signed by the candidate);

III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of road worthiness (visit technique) of rolling equipment;

IV. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the execution plan of the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,

V. Attestation of site visit and the site visit report;

Vi. The CCTP duly initialled on each page and signed on the last page

Vii. Attestation of solvency of the contractor.

c. Volume 3: Financial offer

It includes:

I. The submission letter, in original drafted according to the model attached, stamped at the rate in force, signed and dated;

II. The unit price schedule duly completed, with an indication of the unit price excluding VAT in letters and figures;

III. Detail Bill of Quantities and cost estimate of the work completed;

IV. Sub-details of the different prices according to the model attached;

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: Bid price

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

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

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

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

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

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

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

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

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

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

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

(a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

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

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

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

Article 16: Validity of bids

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

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

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

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

Article 17: Bid bond

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

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

17.6 The bid bond may be seized:

(a) if the bidder withdraws his bid during the period of validity;
(b) if the retained bidder:
  i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
  ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
  iii) Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

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

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

Article 20: Form and signature of bid

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

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

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.2 The external and internal envelopes:

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

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

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

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

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

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

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

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

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

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

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

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes

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

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

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any

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

25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copy to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to with his bid may do so in writing.

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

Article 28: Determination of compliance of bids

28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

i) which substantially limits the scope, quality or realisation of the works;
ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File?

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

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

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

(a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
(b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
(c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

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

b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.

c) By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;

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

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

f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

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

Article 34: Award

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

34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.
It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

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

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first-rate financial institution approved in accordance with the instruments in force.

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

DOCUMENT Nº. 3:
SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Special regulations of the invitation to tender

1) PURPOSE OF THE TENDERS:

The purpose of this tender is the Restoration of the Green Space in Tobin, Kumbo Municipality, Bui Division Launched by the Mayor of Kumbo within the framework of the FEICOM Climate Window (Funding Agreement No. ____/CCF/FEICOM/DG/CAJ/DCC/2026), by emergency procedure, with Invitation to Tender Reference N°008/ONIT/KC/KCITB/FEICOM/2026 of 10/11/2026.

This invitation to tender comprises as follows:

Lot N°	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION	Tobin in Kumbo Municipality	100,000	**49,000,000**	**FEICOM 2025: 65-00-00 / 25-00-30**	03

2) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Contracting Authority shall be **three (03) months** as from the date of notification of the service order to start.

3) SOURCE OF FINANCING

The works shall be financed by FEICOM under the Climate Window (Reforestation and Restoration of Ecosystems), Funding Agreement No. ____/CCF/FEICOM/DG/CAJ/DCC/2026 between FEICOM and Kumbo Council, charged to the FEICOM budget, 2025 financial year: Head 65, Sub-Head 00, Item 00 (solidarity contribution, 85%) and Head 25, Sub-Head 00, Item 30 (Council own contribution, 15%).

4) CONSISTENCY OF BIDS

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach Kumbo council, not later than **01/12/2026 10.00 AM**, local time. It should be labelled as follows:

OPEN NATIONAL INVITATION TO TENDER

N°:008ONIT/KC/KCITB/FEICOM 2026 OF 10/11/2026 FOR RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION OF THE NORTH-WEST REGION

"

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

Internal envelopes

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

The first internal envelope shall be labeled;

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

ENVELOPE A : ADMINISTRATIVE DOCUMENTS

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (.dated, signed And stamped by the contractor).
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.
A.5	Purchase receipt of tender file issued by the Kumbo Council Treasury
A.6	A bid bond of 100 000 FCFA (one hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance
A.9	An attestation of Tax Clearance
A. 10	Business License (photocopy certified by chief of centre, not more than three months).
A.11	Certified Copy of a valid taxpayer's card, delivered by the chief of centre. Dated at most 3 months.
A.12	A certificate of payment of all assessed taxes, delivered by the chief of centre. Dated at most 3 months.
A .13	Plan and attestation of localization signed by the taxation authorities

NB: ***The above administrative documents should be forwarded in their originals or certified true copies dating not more than three months old. The absence or the nonconformity of one of these documents will result to the elimination of the offer***

ENVELOPE B: - VOLUME II TECHNICAL OFFER

Doc N°	DESIGNATION
B1	**General presentation of bids** ➢ Properly bound. ➢ Table of content. ➢ Separators in color apart from white ➢ Presentation of documents in the order given in this tender. ➢ Clearness of the documents
B.2	**REFERENCES OF SIMILAR WORKS EXECUTED** ➢ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last Five (05) years. ➢ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception within the last five years
B.3	**PERSONNEL** Bidders shall undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV signed by the candidate, a certified copy of the technical diploma, attestation of presentation of original of the technical diploma, an attestation of availability signed by candidate and Certified copy of ID card) notably. ➢ A works supervisor with at least the level of a senior technician (BTS/HND) in civil engineering, environmental sciences, horticulture or landscaping, with at least three (03) years' professional experience in landscaping, green space or similar works. ➢ A foreman with at least the level of a technician (CAP/BT) in civil engineering or building works, with at least three (03) years' professional experience in paving, fencing or similar works. ➢ Other support staff or semi-skilled workers 01 (one) horticulturist or gardener (3 years' experience in planting and maintenance of green spaces), 01 (one) welder and 01 (one) solar or electrical technician. Only CVs signed by the candidates and copies of ID cards.
B.4	**Equipment and Construction Tools** The List of equipment the bidder intends to use on site The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work to be carried out. ➢ **Equipment :** - Legalized Registration document (pickup truck or van, etc.) or Legalized document to hire equipment. - Plate compactor, concrete mixer and welding set (proof of ownership or legalized hire agreement). ➢ **Tools** - List of small digging tools or assorted tools signed by the head of the company. - The bidder Should show justification of digging tools by producing legalized receipts of: (Wheel barrows; Spades; Hammers; Buckets; Chisels; and Cutlasses, etc.)
B.5	**Technical notes on the methodology and the execution of works.** The bidder will produce a technical note dated and signed on the last page providing all the following information. - The mode of execution of the works - The planning of intervention, the expected output - supply of materials or site equipment - Hygiene, health, safety and environment (HSE) measures: personal protective equipment, first aid, barriers and signage, waste and erosion control, as required by the Environmental Impact Notice (EIN) of the project - Administrative and technical organization of the enterprise

B.6	**Attestation of site visit and Site visit Report** ➢ Attestation of site visit signed by the contractor on honor ➢ Site visits Report. The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed and stamped by the contractor (with pictures of the site)
B.7	**Financial Capacity of the Bidder** Pre – Financing capacity from a banking institution of first order approved by the Ministry in charge of finance, **not less than 75%** of the amount required in the offer.
B.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed and stamped).
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped).
B 10	**Declaration of Ongoing projects:** Contractors with ongoing projects should fill the table below and attach first and last pages of contracts/ jobbing orders, A Copy of the notification for ongoing projects, **NB: Failure to declare may lead to the elimination of the bidder During the evaluation**

ENVELOPE C: FINANCIAL OFFER

Doc N°	DESIGNATION
C.1	The bid itself according to the model attached, stamped at the rate in force, dated, signed and stamped by the contractor.
C.2	The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed and stamped)
C.3	Detail quantities and cost estimates of works completed (signed and stamped)
C.4	The sub-details of prices according to the model attached (signed and stamped)

5) Currency of bid and settlement

5.1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the price Bill of quantities and sub detailed of unit prices shall be entirely in CFA Francs in the following manner:

a. Prices will be entirely settled in CFA Francs. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, shall indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.

b. The exchange rates used by the bidder to convert its offer in national currency shall be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.

The contract prices are firm and no-revisable.

6) <u>Submission of Bids:</u>

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach Kumbo Council not later than **01/12/2026 at 10.00 am** local time. It should be labelled as follows

OPEN NATIONAL INVITATION TO TENDER

7) EVALUATION OF TENDERS

7.1. Opening of bids

The bids shall be opened in single phase. The opening of the administrative documents and the Technical and Financial offers shall take place on the **01/12/2026 at 11:00** am, by the Kumbo Council Internal Tenders Board.

Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.

Representatives of bidders shall have to sign a form stating their presence at the opening of tenders.

7.2. Clarification on the bids. The request for clarification and the response shall be done in writing. No change of the offer price shall be requested, proposed or authorized.

7.3. Examination of bids

The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the tender file requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price.
- If there is a contradiction between the price in words and the price in figures, the price in word will govern.

7.4. Evaluation and comparison of bids

The technical subcommittee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present call for tenders. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.

The evaluation of bids shall be in two steps: technical and financial evaluation.

7.4. 1. Technical evaluation

7.4.1. 1. Eliminatory criteria

Eliminatory criteria will focus on the following aspects:

- Deadline for delivery higher than prescribed;
- Absence or insufficient amount of the bid bond;
- Absence or non-conformity of any administrative document of Envelope A;
- False declaration, forged or scanned documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial information.
- Technical assessment mark lower than **75% of "Yes".**

7.4.1. 2 Essential criteria

The criteria relating to the qualification of candidates could indicatively be on the following:

- General presentation of the tender files;
- References of the company in the similar achievements;
- Experience of supervisory staff ;
- Logistics;
- Methodology;
- Financial capacity;
- Attestation of site visit signed by both the company administrator or their representatives on honour;
- Report of site visit signed by the company administrator with pictures

- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped).
- The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped);
- Pre – Financing capacity **not less than 75%** of the amount required in the offer

7.4.1.3 Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation shall be done in a purely binary method with a (**yes**) or a (**no**) with an acceptable minimum of **75%**of the essential criteria taken in account.

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

A) The company's references:

Similar works in the last five years (2021 to 2025). The bidder shall justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amounts from the realizations and the quality of the work (certificate of completion and/or minutes of (provisional or final) reception and related contracts, and jobbing orders).

b) Essential equipment

Essential equipment that the contractor should be made available for the contract (registration documents, purchase receipt) shall be the following: a 4 x 4 pickup vehicle or van for the transportation of personnel and materials, a plate compactor, a concrete mixer and a welding set (proof of ownership or legalized hire agreement).

C) The qualification of site personnel:

A works supervisor with at least the level of a senior technician (BTS/HND) in civil engineering, environmental sciences, horticulture or landscaping, with at least three (03) years' professional experience in landscaping, green space or similar works. (Attach a certified copy of the diploma, CV, attestation of presentation of the original diploma, attestation of availability signed by the candidate and a certified copy of the ID card.)

A foreman with at least the level of a technician (CAP/BT) in civil engineering or building works, with at least three (03) years' professional experience in paving, fencing or similar works. (Attach a certified copy of the diploma, CV, attestation of presentation of the original diploma, attestation of availability signed by the candidate and a certified copy of the ID card.)

Other support staff or semi-skilled workers

- 01 (one) horticulturist or gardener, 01 (one) welder and 01 (one) solar or electrical technician, each with 3 years' professional experience. Only CVs signed by the candidates and copies of ID cards.

(d) The methodology of intervention and execution of work:

The company will produce a technical note dated and signed on the last page providing information about:

i. The mode of execution of the works.
ii. The planning of intervention, the expected output.
iii. The supply of materials or site equipment.
iv. Hygiene, health, safety and environment (HSE) measures: personal protective equipment, first aid, barriers and signage, waste and erosion control, in line with the Environmental Impact Notice (EIN).
v. Administrative and technical organization of the enterprise.

E) Self-financing capacity:

An attestation of financial credibility issued by a first-rate bank approved by the Minister in charge of Finance (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.)

The available amount shall be not less than seventy-five percent (75%) of the amount of the offer.

7.4.1. 3 other criteria

7.4. 2. Financial evaluation

The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.

Award of Contract

Subject to the provisions of this Tender File, the Contracting authority will award the contract to the bidder whose offer has been recognized substantially responsive to the requirement of the Tender file and has submitted the lowest feasible evaluated bid price.

9) Right of the Contracting authority to accept or reject any offer

Notwithstanding the provisions of this Tender File, the Contracting authority reserves the right to cancel the tendering process at any time before the opening of the tenders, without incurring liability to the bidders affected by its decision, nor obligation to inform them of the reasons for its decision.

10) Site Visit

A site visit is recommended to participating companies in this Tender file.

11) Period of validity of tenders

The period of validity of the tender is 60 days from the date of deposition of the offers.

12) Performance guarantee

Within twenty (20) days from the date of notification of the contract, the contractor shall provide a guarantee of two percent (2%) of the amount of the contract (all taxes inclusive), to ensure full implementation.

13) COMMENCEMENT OF WORK:

Before the commencement of work the contractor shall be installed on the site by the following:

- The authorizing officer;
- The General Manager of FEICOM or his representative;
- The Head of USPPP of the Regional Agency FEICOM of the North-West;
- Contract engineer, DD MINEPDED
- The Divisional Delegate MINHDU Bui
- The Contract Manager;
- The Divisional Delegate of MINMAP or his representative;

14) FEICOM NO OBJECTION AND ENVIRONMENTAL CONFORMITY

In accordance with Article 13 of the Funding Agreement, the draft jobbing order and any amendment shall be submitted to FEICOM for its no objection (ANO) before they are initialled by the signatories. The Administrative Order to start the works shall not be issued before Kumbo Council has obtained the Attestation of Environmental Conformity (AEC) of the project.

DOCUMENT Nº. 4: SPECIAL ADMINISTRATIVE CONDITIONS

SPECIAL ADMINISTRATIVE CLAUSES (SAC)

Table of contents

CHAPTER I: GENERAL

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

CHAPTER II: FINANCIAL CLAUSES

Article 11 - Guarantees and securities (articles 29 and 41 of GAC supplemented)
Article 12 - Amount of contract (articles 18 and 19 supplemented)
Article 13 - Place and method of payment
Article 14 - Price variation (article 20 of GAC)
Article 15 - Evaluation of works (article 23 supplemented)
Article 16 - Advances (article 28 of GAC)
Article 17 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
Article 18 - Interests on overdue payments (article 31 of GAC supplemented)
Article 19 - Penalties for delay (article 32 of GAC supplemented)
Article 20 - Final detailed account (article 35 of GAC)
Article 21 - General and final detailed account (article 35 of the GAC)
Article 22 - Tax and customs schedule (article 36 of GAC)
Article 23 - registration and Stamp duty (article 37 of GAC)

CHAPTER III: EXECUTION OF THE WORKS

Article 24 - Nature of works
Article 25 -Role and responsibilities of the Project Owner (GAC supplemented)
Article 26 - Execution time-limit of the contract (article 38 of the GAC)
Article 27 - Role and responsibility of the contractor (article 40 of GAC)
Article 28 - Provision of documents and site (article 42 of the GAC)
Article 29- Insurance of structures and civil liabilities (article 45 of GAC)
Article 30 -Documents to be furnished by the contractor (Article 49 of the GAC supplemented)
Article 31 - Organization and security of sites (article 50 of GAC)
Article 32 - Implantation of structures (article 52 of GAC)

CHAPTER IV: RECEPTION

Article 33 - Sub-contracting (article 54 of GAC)
Article 34: Works site journal (LOG BOOKS)
Article 35: Use of explosives (article 60 of the GAC)
Article 36 -Provisional Acceptance (article 67 of the GAC)

CHAPTER V: MISCELLANEOUS PROVISIONS

Article 37 - Documents to be furnished after execution (article 68 of GAC)
Article 38 - Guarantee time-limit (article 70 of GAC)
Article 39 - Final Acceptance (article 72 of GAC)
Article 40 - Termination of the contract (article 74 of GAC)
Article 41 - Force majeure (article 75 of GAC)
Article 42 - Disagreements and Disputes (article 79 of the GAC)
Article 43 - Differences and Disputes
Article 44 - Production and dissemination of this contract
Article 41 and last: Entry into force this jobbing order

CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1: SUBJECT OF CONTRACT:

The Subject of the present jobbing order is RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION, Bui Division.

ARTICLE 2: AWARD PROCEDURE

The present jobbing order is concluded by open National Invitation to Tender

ARTICLE 3: DEFINITIONS AND DUTIES (Article 2 of GAC Supplemented)

3.1 *General definitions (cf. Code)*

3.1.1 **The Contracting Authority** who is the Authorizing officer and represents the beneficiary of the service provided for in the contract **is the Mayor of Kumbo Council**.

3.1.2 **The Contract Manager** who assists the Contracting Authority for general administrative, financial and technical aspects at the definition, preparation, execution and acceptance stages of the services forming the subject of the contract. The contract manager **shall be the CDO of Kumbo Council**.

3.1.3 **The Contract Engineer** shall be **the Divisional Delegate of Environment, Protection of Nature and Sustainable** Development for BUI hereinafter referred to as the Control Engineer.

3.1.4 **The Authority in Charge of Public Contracts** who is the competent body in the domain of public contracts **is the Divisional Delegate of Public Contracts**.

3.1.5 The **contractor** who is responsible for the execution of the services provided for in the contract as well as he representative **shall be specified**.

3.2 Security

- The authority in charge of ordering payment shall be: ***The Mayor Kumbo Council.***
- The authority in charge of the clearance of expenditures shall be the competent services of FEICOM (North West Regional Agency).
- The body or official in charge of payment shall be the Accounting Officer of FEICOM, in accordance with Articles 5 and 8 of the Funding Agreement.
- The official competent to furnish information within the context of execution of this contract shall be the **Project Officer Kumbo Council**.

3.3 Duties of the Control Engineer,

i. Missions; To ensure the qualitative and quantitative execution according to the terms of this contract and the respect of time limits

3.4 Role of FEICOM (financing partner)

FEICOM finances the works under the Climate Window Funding Agreement No. ____/CCF/FEICOM/DG/CAJ/DCC/2026 signed with Kumbo Council. Its technical services (North West Regional Agency) take part in the joint measurement of the works, the approval of payment statements, site installation and acceptance. FEICOM may inspect the works at any time. The draft jobbing order and any amendment are subject to FEICOM's no objection before signature.

ARTICLE 4: LANGUAGE APPLICABLE LAWS AND REGULATIONS

4.1 The language to be used shall be either English or French

4.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

Article 5: CONSTITUENT DOCUMENTS OF THE CONTRACT

The Contractual document, which form part of this jobbing order are in order of priority.

1) The Bid or commitment letter;
2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) hereunder;
3) The Special Administrative Conditions (SAC);
4) The Special Technical Conditions (STC);

5) The particular element necessary for the determination of the contract price, in order of priority are the unit price schedule, the detail of lump sum prices and detailed estimates break down of the lump sum 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 conditions shall be applicable to the services forming the subject of the jobbing order.

ARTICLE 6: GENERAL APPLICABLE TEXTS

- This Contract is subject to the following General texts of law
- The special General Administrative Clauses (CCLS);
- Law No.94/01 of 20 January 1994 forestry, wildlife and fisheries regulations
- The law N ° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- Decree n ° 2018/366 of 20 June 2018 to institute the Public Contracts Code
- Decree n ° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n ° 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the Purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of Individual consultants;
- Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Decree N°2012/075 of 08 march 2012 to organize the Ministry of Public Contracts;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);
- Circular N°001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;
- The circular of the Minister in charge of Finance on the execution of the budget for the 2026 financial year;
- The Norms in force in the Republic of Cameroon;
- Other texts specific to contracting fields.
- The Funding Agreement No. ____/CCF/FEICOM/DG/CAJ/DCC/2026 between FEICOM and Kumbo Council;
- Law No. 92/007 of 14 August 1992 to institute the Labour Code;
- Order No. 039/MTPS/IMT of 26 November 1984 to lay down general measures of hygiene and safety at the workplace;
- Decree No. 2013/0171/PM of 14 February 2013 to lay down the rules for carrying out environmental and social impact assessments;
- The Environmental Impact Notice (EIN) of the Tobin town green project and its Environmental and Social Management Plan (ESMP).

Article 7: COMMUNICATION

7.1 All notifications and written communication within the framework of this jobbing order shall be sent to the following address:

a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the contract manager and immediately after completion of the works, correspondences shall be validly address to the Mayor of Kumbo council.

c) In the case where the Contracting Authority is the addressee: The Mayor of Kumbo Council, with copies to the Contract Manager, the Control Engineer and the FEICOM North West Regional Agency.

7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the contract manager.

ARTICLE 8: ADMINISTRATIVE ORDERS

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

8.1 The Administrative Order to start execution shall be signed by the Contracting Authority and notified by the Contract Manager with a copy to the all the other stakeholders.

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

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

8.4 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the Contract Manager to the contractor with a copies to other stakeholders

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

8.6 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

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

ARTICLE 9: CONTRACTS WITH CONDITIONAL PHASES (ARTICLE 9 OF GAC)

Not applicable: this jobbing order has no conditional phase.

ARTICLE 10: CONTRACTOR'S EQUIPMENT AND PERSONNEL (Article 15 of GAC supplemented)

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

10.2 In any case, the list of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **Seven (07) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the jobbing order as mentioned in Article 40 below or the application of the specific penalties of Article 19.3.

CHAPTER 2: FINANCIAL CONDITIONS

ARTICLE 11 GUARANTEES AND BONDS (Articles 29 and 41 of GAC)

11.1 Final bond

The final bond shall be set at ***2 %***of the amount of the contract, inclusive of all taxes.
It is constituted and transmitted to the Contracting Authority within a maximum deadline of twenty (20) days of the notification of the contract.
The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.

11.2 Performance bond (Guarantee Retention)

The retention fund shall be set at ***10 %*** of the amount of the contract, inclusive of all taxes.
The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor.

11.3 Guarantee of start-off advance

The contractor may be granted a start-off amount of 20% of the contract amount (inclusive of taxes) upon request.
The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

ARTICLE 12: AMOUNT OF THE CONTRACT

The amount of this contract as indicated by the attached [*detail or estimates*] is _____ (_____) CFA francs inclusive of all taxes (to be completed after award; the works ceiling of the Funding Agreement is 49,000,000 CFA francs inclusive of all taxes); that is:

- Amount exclusive of VAT: _____(_____) CFA F
- Amount of VAT: _____(_____) CFA F.
- Amount of AIR: _____ CFA F
- Net to be paid = Amount exclusive of VAT minus AIR

ARTICLE 13: PLACE AND METHOD OF PAYMENT

The sums due shall be paid by the Accounting Officer of FEICOM, on the payment order of the Mayor of Kumbo Council, as follows:

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

ARTICLE 14: PRICE VARIATION (Article 20 of GAC)

Prices shall be firm and not subject to any price revision.

a. Payments on account made to the contractors advances shall not be revisable.

1.1 Price updating modalities (not applicable)

ARTICLE 15: EVALUATION OF WORK DONE

The work done shall be evaluated using the unit price.

ARTICLE 16: ADVANCES (article 28 of the GAC)

16.1 The Contracting Authority *may* grant a start-off advance *equal to 20% of the amount of the contract].*

16.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.

16.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.

16.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.

16.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 17: PAYMENT FOR WORKS (articles 26, 27 and 30 of the GAC supplemented)

17.1 Establishment of works executed

Before the 30th of each month, the contractor, the Control Engineer and the technical services of FEICOM (North West Regional Agency) shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

17.2 Monthly detailed account

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

Payments are made by the Accounting Officer of FEICOM on the basis of the approved statements. VAT and AIR are withheld and paid to the tax administration in accordance with the Finance Law in force.

The amounts shall be settled as follows:

- the amount exclusive of VAT less the AIR, paid directly into the account of the contractor;
- the AIR, at the rate applicable to the contractor's tax regime under the Finance Law in force, paid to the public treasury.

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

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.
The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be made by the Accounting Officer of FEICOM within the time limits provided for by the Public Contracts Code, from the date of submission of the approved detailed accounts.

17.3 **Detailed account of start-off account** (if applicable).

ARTICLE 18: INTEREST ON OVERDUE PAYMENTS (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with the Public Contracts Code (Decree No. 2018/366 of 20 June 2018).

ARTICLE 19: PENALTIES FOR DELAY

A. Penalties for lateness.

19.1 ***The amount set for penalties for delays is set as follows:***

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

19.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial jobbing order inclusive of all taxes.

B. Specific penalties.

19.3 Apart from penalties of overrun of the contractual deadlines, the contractor is liable to the following special penalties for the non-respect of the provisions of the contract. Notably:

- Late submission of final bond;
- Late submission of insurances;
- Late submission of the draft execution programme if the lateness is caused by the contractor.
- Late submission of the site HSE plan or of the site ESMP: 10,000 FCFA per calendar day of delay;
- Each breach of the HSE plan or of the ESMP recorded in the site journal (worker without personal protective equipment, no first aid kit, unprotected excavation, waste dumped outside the approved site, and the like): 25,000 FCFA per breach.

ARTICLE 20: FINAL DETAILED ACCOUNT (article 34 of the GAC)

After completion of the works and within a maximum time-limit of **30 days** after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

20.1 The Contract Manager shall notify the corrected and approved draft to the contractor within a maximum of one (1) month.

20.2 The contractor shall return the signed final detailed account within a maximum of one (1) month.

ARTICLE 21: GENERAL AND FINAL DETAILED ACCOUNT (article 35 of the GAC)

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

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

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

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

21.2 The contractor has up to thirty (30) days to return the signed final detailed account.

ARTICLE 22: TAX AND CUSTOMS SCHEDULE

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

- Taxes and dues relating to industrial and commercial projects, including the AIR which is a deduction on company taxes;
- Registration dues in accordance with the tax code;
- Dues and taxes attached to the execution of services provided for in the jobbing order;
- Duties and taxes of entry in to Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the execution of building materials and water.

These elements shall be included in the costs which the enterprise inputs on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes. All prices inclusive taxes mean VAT included.

ARTICLE 23: REGISTRATION AND STAMP DUTY

Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF THE WORKS

ARTICLE 24: NATURE OF THE WORKS (article 46 of GAC)

The works shall include especially: (position or volume of works)
The works are described in the Special Technical Conditions (STC) and the bill of quantities: preliminaries, pavements, landscaping, furniture and lighting, fencing, and hygiene, health, safety and environment (HSE/ESMP) measures.

ARTICLE 25: ROLE AND RESPONSIBILITIES OF THE PROJECT OWNER (GAC supplemented)

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

25.2 The Project Owner shall ensure the contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.
25.3 The Project Owner shall obtain the Attestation of Environmental Conformity (AEC) of the project before the Administrative Order to start is issued, and shall ensure that the ESMP of the Environmental Impact Notice is implemented.

ARTICLE 26: EXECUTION TIME-LIMIT OF THE CONTRACT (article 38 of the GAC)

26.1 The time-limit for the execution of the works forming the subject of this contract shall be **three (03) months.**

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

ARTICLE 27: ROLES AND RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Engineer in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessity for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To this end, he cannot use any omission or under estimation of the works to make any claims of any nature whatsoever.
Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before reception, failing which the Contracting Authority shall automatically proceed with it soon after the expiry date, at the contractor's expense.

ARTICLE 28: PROVISION OF DOCUMENTS AND SITE (article 42 of the GAC)

A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager.*

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

ARTICLE 29: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES (article 45 of GAC)

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

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

ARTICLE 30: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR (Article 49 of the GAC supplemented)

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

a) Within a maximum deadline of ten (10) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies, for the approval of the Control Engineer, the execution programme of the works, his supply calendar, his Quality Assurance Plan, the site HSE plan and the site Environmental and Social Management Plan (ESMP).

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

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

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

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

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

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

b) The site ESMP shall take over the mitigation measures of the Environmental Impact Notice (EIN) of the project, in particular: erosion and dust control, waste collection and disposal at a site approved by the Council, protection of existing trees, safe use of fertilisers and pesticides, handling of complaints from residents and restoration of the site at the end of the works.

c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

30.2 Execution draft

a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Control Engineer at least fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The *Contract Manager or Project Manager* has a deadline of *fifteen (15) days* to examine and make known his observations. The contractor then has a deadline of eight (8) days to present a new file including the said observations.

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

ARTICLE 31: ORGANISATION OF SITES, HYGIENE, HEALTH, SAFETY AND ENVIRONMENT (article 50 of the GAC supplemented)

31.1 A project signboard (project title, financing by FEICOM Climate Window, contractor, Control Engineer, amount and deadline) must be placed within a maximum deadline of fifteen (15) days after the notification of the Administrative Order to commence work.

31.2 The contractor shall respect all standard safety measures during the execution and shall clear the site upon completion of the works

31.3 The contractor shall comply with the Labour Code and with Order No. 039/MTPS/IMT of 26 November 1984 on hygiene and safety at the workplace. Within ten (10) days of the Administrative Order to start, he shall submit for the approval of the Control Engineer a site HSE plan and a site ESMP based on the Environmental Impact Notice of the project, and shall designate an HSE focal person present on site.

31.4 Throughout the works, the contractor shall in particular:

a) provide, and enforce the wearing of, personal protective equipment adapted to each task: helmets, safety boots, gloves and reflective vests, plus dust masks and eye protection for cutting, welding and handling of chemicals;

b) keep a stocked first aid kit and a trained first aider on site, and display emergency telephone numbers;

c) provide drinking water and toilets for the workers;

d) protect all excavations, post holes, trenches and stockpiles with barriers and warning signs, and keep the public away from work areas, since the site is in the town centre;

e) declare all site workers to the National Social Insurance Fund (CNPS), give priority to local labour, including women and youth, and employ no children;

f) organise at least one HIV/AIDS and STI awareness session for the workers;

g) record every accident or incident in the site journal and report it to the Control Engineer within twenty-four (24) hours;

h) use fertilisers and pesticides only where necessary, with products approved in Cameroon, following integrated pest management and never before rain;

i) water exposed surfaces to limit dust, cover stockpiles, work only in daytime and dispose of waste and debris at a site approved by the Council.

31.5 Compliance with the HSE plan and the ESMP shall be checked at each site visit and recorded in the site journal. Breaches attract the specific penalties of Article 19.3. The corresponding costs are paid under section 600 of the bill of quantities.

ARTICLE 32: IMPLEMENTATION OF STRUCTURES

32.1 The engineer shall within a maximum of seven (07) days following the date of notification of the service order to commence work, make himself available to the contractor for the setting out of the structures.

ARTICLE 33: SUB-CONTRACTING

This jobbing order may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial jobbing order amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said jobbing order.

ARTICLE 34: WORKS SITE JOURNAL (LOG BOOKS)

34.1 The worksite journal shall be systematically jointly signed by the Engineer and the Contractor's representative each site visit.

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

ARTICLE 35: USE OF EXPLOSIVES (ARTICLE 60 OF THE GAC)

Subject to restrictions or prohibitions possibly stipulated in the SAC, the contractor must take under his responsibility, all the necessary precautions so that the use of explosives is not dangerous to the personnel and third parties and does not cause damage to neighbouring property and structures as well as to the structure forming the subject of the contracting.

CHAPTER IV: ACCEPTANCE

ARTICLE 36: PROVISIONAL ACCEPTANCE (article 67 of the GAC)

36.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the contractor shall ask in writing to the control Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.
- Findings and statement of the unexecuted task envisaged in the present jobbing order.
- Findings relative to the completion of the work
- Findings on the quantity of works that have been effectively realized
- Verification of the implementation of the HSE plan and ESMP measures, and of the cleaning of the site.

These operations shall be subject to a site report drawn up on the field, signed by the following.
-Control Engineer,
-Contractor.

During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the contract.

36.2 Acceptance

The acceptance commission shall comprise:

1- The Authorizing Officer or his representative ..... (Chairman)
2-The Contract Engineer..... .....(Secretary)
3-The Contract Manager .... (Member)
4-The Stores accountant, Kumbo Council..... .....(Member)
5-The Contractor or his Representative..... ..... (Member)
6- The *Divisional Delegate of Public Contracts for Bui* or his representative .....(Observer)
7- The General Manager of FEICOM or his representative (Member);
8- - The Head of USPPP of the Regional Agency FEICOM of the North-West;

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

ARTICLE 37: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

37.1 The contractor shall furnish within **one (1) month** after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the maintenance of the works.

37.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 37.1 above.

ARTICLE 38: GUARANTEE TIME LIMITS

The guarantee period shall be **one (1) year** to run from the date of the provisional reception of the works.

ARTICLE 39: FINAL ACCEPTANCE

Final reception shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee period.
The procedure for final reception shall be the same as for provisional reception.
Final acceptance is subject to a survival rate of at least eighty-five percent (85%) of the planted trees and to the replacement, at the contractor's cost, of all dead or damaged plants, as required by the Environmental Impact Notice of the project.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 40: TERMINATION OF THE CONTRACT (article 74 of the GAC)

The jobbing order may be terminated in accordance with the Public Contracts Code (Decree No. 2018/366 of 20 June 2018) and the GAC, especially in case of:

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

ARTICLE 41: FORCE MAJEURE (Unforeseen Circumstances)

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

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

ARTICLE 42: DISAGREEMENTS AND DISPUTES (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this contract may be settled amicably.
Where no amicable solution can be found for a disagreement, it is brought before the competent court in Bui Division of the Republic of Cameroon

ARTICLE 43: DIFFERENCES AND DISPUTES

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the competent court in Bui Division of the Republic of Cameroon.

ARTICLE 44: PRODUCTION AND DISSEMINATION OF THIS CONTRACT

The jobbing order shall be produced by the Contracting Authority and the contractor shall multiply it in seven (7) copies at his expenses.

ARTICLE 45 AND LAST: ENTRY INTO FORCE OF THIS JOBBING ORDER

This jobbing order shall be regarded as finally concluded after its signature by the Mayor of Kumbo and it shall only come into force after it has been notified to the Contractor

SPECIAL TECHNICAL SPECIFICATIONS

CONTROL OF QUALITY OF EQUIPMENT AND PERSONNEL BEFORE START OF ANY WORK

Lot 100: **PRELIMINARIES** (Site installation; Setting out; Leveling and grading)
Lot 200: **PAVEMENTS**
Lot 300: **LANDSCAPING**
Lot 400: **FURNITURE & LIGHTING**
Lot 500: **FENCING**

ANY CONTRACTOR WHO AVOIDS THE RECEPTION OF ANY OF THE PHASE ABOVE WILL BE DOING IT AT HIS OWN RISK .

I. TECHNICAL SPECIFICATIONS

The works, which are object of the present Contract, include all the works included in the technical estimates here below.

A) BRIEF PRESENTATION OF THE PROJECT

The project involves the restoration of a green space in Tobin, Kumbo central Sub Division. It includes the construction of a fence, building of create pathways using pavement interlocking blocks, construction of park benches, planting of grass, ornamental and shed trees, flowers and the installation of solar lights. The water installation proposed as optional in the feasibility study is not part of this contract.

The work begins with the excavation of the site and leveling. This will be done with the use of hired unskilled labour using local tools. The next phase will be the demarcation of the site into seven blocks and the construction of walkways into the different blocks. The next step will be the construction of the fence using galvanised steel posts and welded wire mesh to prevent direct entry of stray animals and human encroachment.

Pavement interlocking blocks, cement, sand, gravel, rods and other materials will be bought at the local suppliers in Kumbo to boast the economy of the town.

B) DESCRIPTIVE NOTES: TECHNICAL DESCRIPTION RESTORATION OF GREEN SPACE IN TOBIN

a- INTRODUCTION

The technical specifications are essential for the success of the project. The method of execution and characteristics of the green space must be respected alongside all the specifications of the contract.

These descriptions are established to precise and complete indications found on the bill of quantities and estimates as well as on the various plans of this project.

b- MODE OF EXECUTION

The planting of the trees shall be duly supervised by the Control Engineer (**Divisional Delegate of Environment, Protection of Nature and Sustainable Development for Bui**). In the same vein, all trees to be planted, flowers, grass (Etc..) shall be approved by the Control Engineer before planting. All phases of works (trees, flowers, grass selection, buying, transportation, treatment, planting Etc...) shall be afore received on minutes by the control engineer

1- GENERALITIES

PROJECT SIGN BOARD

The Contractor shall put in place at his expense project sign board(s) giving information about the project in conformity with the terms of the contract, indicating the project title, the enterprise, contract engineer, the source of funding, the date of notification and the execution deadline.

HYGIENE, HEALTH, SAFETY AND ENVIRONMENT (HSE)

The contractor shall ensure total hygiene and security of the site collecting all the waste around the project site as prescribed by the contract engineer.
The contractor shall be responsible for the protection of the trees planted, flowers and grass before final acceptance. He shall equally be responsible for all materials and tools present on the project site. He shall seek an insurance policy to cover theft and fire accidents.
The contractor shall take all preventive measures against accidents. The project owner reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the contractor.
The contractor shall apply Article 31 of the SAC (site HSE plan, personal protective equipment, first aid, barriers and signage, CNPS declaration of workers, accident reporting) and the mitigation measures of the Environmental Impact Notice of the project. These costs are paid under items 601 and 602 of the bill of quantities.

VERIFICATION OF PLANTING SPECIFICATIONS

The contractor shall verify all planting specifications. The contractor shall check in-situ the possibility of translating the planting specifications on the ground. He shall refer to the Contract Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall consult the Contract Engineer concerning any changes that he considers necessary.
All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The project owner shall have the right to the final choice in case of any modification.

RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION

In the planting of the trees, mixed flowers and grass the contractor shall respect certain elementary qualities here in below described.

a) Manure

. The manure use for planting should be well treated and free from insects and acidic conditions that can destroy the plants

b) Planting Dimension

The distance between trees will be **3m** depending on the type of tree. For trees with a larger canopy the distance may increase.

c) Water

Water used in planting shall be free from salt and other impurities that can wither the plant.

d) Size of planting pits

Planting pits for trees shall be at least 60 cm long, 60 cm wide and 60 cm deep. Pits for shrubs and flowers shall be at least 30 cm x 30 cm x 30 cm.

.

II. - SITE INSTALLATION

This essential task which is the responsibility of the contractor consists of the following;

❖ Erecting a temporal structure for the accommodation of a packing store and an office in which the site Log book and working tools will be permanently available. It also includes the preparation of a shade for the assembling of tree seedlings.

❖ Where necessary, temporary toilet, water and electrical connections will be required at the site to enhance a smooth realization of the project.

III-SELECTION OF TREES TO BE PLANTED FROM ESTABLISHED TREE NURSERIES

Selection of trees shall be done in collaboration with the Control Engineer. The plants to be supplied are those of the bill of quantities: Lagerstroemia (crape myrtle), Monoon longifolia (false ashoka), native shade trees (Albizia gummifera, Cordia africana, Spathodea campanulata, Prunus africana or approved equivalent), mixed flowers and carpet grass. Priority shall be given to native or locally adapted species, as recommended by the Environmental Impact Notice. Invasive species such as Senna spectabilis and Lantana camara shall not be planted. All species shall be approved by the Control Engineer before purchase.
The characteristics of the plant include;

- At least 5months old and at most 1-year-old
- They should be healthy, vigorously growing and free of disease

- They should have a robust and woody (lignified) single stem free of deformity
- Their stems should be sturdy with a large root collar diameter
- They should have a root system that is free of deformity
- The leaves should have a healthy dark green color
- The trees should be adaptable to the climate of the environment.

SUPPLY OF TREES ON SITE

The trees will be supplied in good and healthy conditions, avoid damages and wounding of the plants. Proper handling should be ensured during transportation.

SPOTTING OF PLANTING POINTS

The locations on which these trees will be planted, will be cleared and pegged, at a distance of (03) meters at the sites.

DIGGING OF PLANTING HOLES

At all planting points, the pits shall have the dimensions given in d) above (60 cm x 60 cm x 60 cm for trees).

REINFORCEMENT OF THE PLANTING HOLES WITH MANURE

The soil excavated from the holes may be used in backfilling during planting provided it is of good quality. Organic manure will be used to reinforce the top soil during the planting of the trees. Compost manure from fowl or pig dropping is recommended.

PEST CONTROL

Insecticides and fungicides shall be used only where pests or diseases are found, with products approved in Cameroon, at the dose recommended by the manufacturer, never before rain, and by workers wearing gloves, masks and boots. Organic methods shall be preferred (integrated pest management). Every product used shall be recorded in the site journal.

PLANTING OF THE TREES AND FLOWERS

Before planting, the hole should be filled 50% with top soil mixed with compost manure. The collar of the plant should not be covered with soil for the respiration of the plant.

.

PROTECTION OF THE GREEN SPACE BY FENCING

The green space will be protected by construction of a fence to secure the plants from animals and other dangers.

INSTALLATION OF SOLAR LIGHTS

Solar lights will be installed for good lightening at night. Watering during the works and the maintenance period is the responsibility of the contractor.

MONITORING, FOLLOW UP OF THE TREES AND REPLACEMENT OF DEAD TREES

- Monitoring and follow up

The surrounding environment of the trees and grass planted should be cleared constantly to prevent the invasion of wild weed. The maintenance period of item 308 lasts eight (8) months from the end of planting: about three (3) months during the works and five (5) months after provisional acceptance. During this period the contractor waters, weeds, mows and replaces any damaged or dead plant. The part of item 308 relating to the period after provisional acceptance is paid once the Control Engineer has certified it.

- Replacement of dead trees

All identified dead trees will be replaced by the contractor within the contract guarantee period of one year. At final acceptance, at least 85% of the planted trees shall be alive and healthy.

TRAINING ON TREES MANAGEMENT AND FIRE TRACING

The contractor will ensure the training of 20 community members (15 from the community and 5 from the council) on landscaping. The contractor will provide manuals to all the participants. A gardener;

horticulturist or environmental expect will do the training. This training and an environmental awareness session for residents are paid under item 603.

SUMMARY OF THE TECHNICAL ACTIVITIES

Planting of Flowers

Flowers play a vital role to the urban aesthetics of the town. Environmentally, they provide food for pollinators such as bees, butterflies, and birds. They help plants reproduce by enabling pollination, leading to seed and fruit production. Flowering plants improve air quality by absorbing carbon dioxide and releasing oxygen. They also prevent soil erosion, support biodiversity, provide habitats for wildlife, and beautify the environment, making it healthier, more balanced, and attractive.

Construction of the fence

The perimeter fence shall be 1.50 m high, made of PVC-coated galvanised welded wire mesh (50 x 50 mm, wire 3 to 4 mm) on galvanised steel posts of 50 mm diameter spaced at 2.5 m, with concrete foundations, tension wires, clamps and accessories; galvanising shall comply with ISO 1461. Two double-leaf galvanised steel tube gates of 3.00 m x 1.50 m shall be provided, with frame, heavy-duty hinges, locking device, concrete supports and anti-corrosion finish. The fence protects the green space from stray animals, trespassers and vandalism.

Construction of walkways

Walkways will be constructed in the green space 3.00 m wide (as in item 201 of the bill of quantities) using interlocking concrete paving blocks. The walkways will prove easy access to allow people to move safely, keep visitors on designated paths and reducing tampering of grass, flowers and other plants.

Construction of Park Benches

Park benches will be constructed in reinforced concrete (concrete strength 30 MPa, 40 mm cover to the reinforcement) with smooth finished and painted surfaces. The benches will provide seating space for visitors to make them comfortable, rest and relax. It will also make it easier for people to spend more time in the greenery. It will promote social interaction by creating space for friends, family to interact. Well-constructed benches will enhance the beauty of the green space and attractiveness.

Generally, the park benches will increase the comfort, accessibility and enjoyment of the green space while encouraging people to spend more time for relaxation

Installation of solar lights

Solar lighting will be done in the green space to provide lighting at night. People and users will be able to walk on pathways and other recreational facilities at the site when places are dark/ the choice of solar lightening will reduce the use of fossil fuel for the generation of electricity. It is a renewable source of energy and will reduce cost of electricity consumption. Solar lightening will also improve safety and security by night and will enhance the appearance of the green space and attractiveness. Each unit shall comprise an LED luminaire of 80 to 100 W, a solar panel with lithium battery, a galvanised steel pole on a concrete foundation and an automatic dusk to dawn controller, with at least three (3) nights of autonomy without sunshine. Each unit shall be tested before acceptance.

Specifications of civil works (from the validated feasibility study)

Levelling and grading: strip vegetation and unsuitable material, grade to the levels approved by the Control Engineer and compact the formation to at least 95% of the Modified Proctor density; finished levels within ±20 mm.

Laterite sub-base of walkways: 150 mm of approved laterite, moisture conditioned and mechanically compacted to 98% of the Modified Proctor density, with field density tests.

Interlocking paving blocks: 60 mm thick, minimum compressive strength 35 MPa, water absorption below 6%, laid in herringbone pattern on a 50 mm compacted river sand bed, joints filled with fine dry sand and vibrated with a plate compactor; level tolerance 5 mm under a 3 m straight edge.

Kerbs: precast concrete kerbs 100 x 200 mm, concrete grade 30 MPa, on concrete bedding, aligned, jointed, backfilled and compacted.

Tests and quality control: compaction tests, concrete cube strength tests, survey checks, approval of materials before use, functional test of each solar light and final inspection before acceptance.

DOCUMENT Nº. 6
SCHEDULE OF UNIT PRICES

SCHEDULE OF UNIT PRICES FOR THE RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION, NORTH WEST REGION OF CAMEROON

Item	Description	Unit	Unit price in figures (FCFA, excl. VAT)	Unit price in words (excl. VAT)
100	**PRELIMINARIES**			
101	Site installation	LS		
102	Setting out	LS		
103	Leveling and grading	m2		
	Subtotal 100			
200	**PAVEMENTS**			
201	Preparation and formation of 3m wide walkway including trimming, watering and compaction, and construction of a 150mm thick compacted laterite sub-base with the supply/installation of 60mm thick Interlocking concrete paving blocks laid in herringbone pattern on a 50mm Compacted sand bed, including joint filling with fine sand, cutting, vibration, compaction, alignment and all incidental works	m2		
202	Supply and installation of complete precast concrete kerb (100x200mm), including excavation, concrete bedding, jointing, alignment and backfilling	ml		
	Subtotal 200			
300	**LANDSCAPING**			
301	Mixed flower	No		
302	Lagerstroemia (crape myrtle)	No		
303	Native shade trees (Albizia gummifera, Cordia africana, Spathodea campanulata or approved equivalent)	No		
304	Monoon longifolia (false ashoka)	No		
305	Pegging, digging of planting pits and planting of all plants	LS		
306	Transportation of plants	Ls		
307	Planting of Carpet grass	m^2		
308	Maintenance of planted areas for 8 months (watering, weeding, mowing, replacement of dead plants), see STC	Ls		
	Subtotal 300			
400	**FURNITURE & LIGHTING**			
401	Complete solar street lights (LED 80 to 100 W, lithium battery, galvanised pole and concrete foundation)	No		

Item	Description	Unit	Unit price in figures (FCFA, excl. VAT)	Unit price in words (excl. VAT)
402	RC benches	No		
403	Trash bins 60litres	No		
404	Directional signs	No		
	Subtotal 400			
500	**FENCING**			
501	Supply and installation of 1.50m high PVC coated galvanized welded wire mesh(50x50mm, 3-4mm wire) fence with galvanised steel posts (diameter 50mm)spaced at 2.5m each, concrete foundations, tension wires, clamps and accessories	ml		
502	Supply , fabrication and installation of a double-leaf galvanised steel tube gate (diameter 40mm), 3.00m x 1.50m high complete with frame, vertical bars, hinges, locking accessories, concrete support and all related works.	No		
	Subtotal 500			
600	**HYGIENE, HEALTH, SAFETY AND ENVIRONMENT (HSE / ESMP)**			
601	Site HSE plan, personal protective equipment for all workers, first aid kit, safety barriers and signage for the whole duration of the works	LS		
602	Implementation of the ESMP measures of the Environmental Impact Notice: erosion and dust control, waste collection and disposal at an approved site, tree guards and stakes	LS		
603	Environmental awareness session for residents and training of 20 community members in green space maintenance, with manuals	LS		
	Subtotal 600			

DOCUMENT Nº. 7
BILL OF QUANTITIES AND ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATES FOR THE RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION, NORTH WEST REGION OF CAMEROON

Item	Description	Unit	Quantity	Unit Price (FCFA)	Amount (FCFA)
100	**PRELIMINARIES**				
101	Site installation	LS	1		
102	Setting out	LS	1		
103	Leveling and grading	m2	3500		
	Subtotal 100				
200	**PAVEMENTS**				
201	Preparation and formation of 3m wide walkway including trimming, watering and compaction, and construction of a 150mm thick compacted laterite sub-base with the supply/installation of 60mm thick Interlocking concrete paving blocks laid in herringbone pattern on a 50mm Compacted sand bed, including joint filling with fine sand, cutting, vibration, compaction, alignment and all incidental works	m2	690		
202	Supply and installation of complete precast concrete kerb (100x200mm), including excavation, concrete bedding, jointing, alignment and backfilling	ml	470		
	Subtotal 200				
300	**LANDSCAPING**				
301	Mixed flower	No	800		
302	Lagerstroemia (crape myrtle)	No	100		
303	Native shade trees (Albizia gummifera, Cordia africana, Spathodea campanulata or approved equivalent)	No	20		
304	Monoon longifolia (false ashoka)	No	30		
305	Pegging, digging of planting pits and planting of all plants	LS	1		
306	Transportation of plants	Ls	1		
307	Planting of Carpet grass	m^2	3210		
308	Maintenance of planted areas for 8 months (watering, weeding, mowing, replacement of dead plants), see STC	Ls	1		
	Subtotal 300				
400	**FURNITURE & LIGHTING**				
401	Complete solar street lights (LED 80 to 100 W, lithium battery, galvanised pole and concrete foundation)	No	5		
402	RC benches	No	12		
403	Trash bins 60litres	No	4		
404	Directional signs	No	4		

Item	Description	Unit	Quantity	Unit Price (FCFA)	Amount (FCFA)
	Subtotal 400				
500	**FENCING**				
501	Supply and installation of 1.50m high PVC coated galvanized welded wire mesh(50x50mm, 3-4mm wire) fence with galvanised steel posts (diameter 50mm)spaced at 2.5m each, concrete foundations, tension wires, clamps and accessories	ml	355		
502	Supply , fabrication and installation of a double-leaf galvanised steel tube gate (diameter 40mm), 3.00m x 1.50m high complete with frame, vertical bars, hinges, locking accessories, concrete support and all related works.	No	2		
	Subtotal 500				
600	**HYGIENE, HEALTH, SAFETY AND ENVIRONMENT (HSE / ESMP)**				
601	Site HSE plan, personal protective equipment for all workers, first aid kit, safety barriers and signage for the whole duration of the works	LS	1		
602	Implementation of the ESMP measures of the Environmental Impact Notice: erosion and dust control, waste collection and disposal at an approved site, tree guards and stakes	LS	1		
603	Environmental awareness session for residents and training of 20 community members in green space maintenance, with manuals	LS	1		
	Subtotal 600				
	TOTAL WITHOUT TAXES				
	TVA (19.25%)				
	AIR (2.2% or 5.5% according to tax regime)				
	TOTAL WITH TAXES				
	NET PAYMENTS				

This present estimate is closed at the sum of .....-F.CFA all taxes included

DOCUMENT N° 8
FRAMEWORK OF UNIT PRICE BREAKDOWN OR SUB DETAIL OF PRICES

UNIT PRICE BREAKDOWN

DESIGNATION :Studies and site installation

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

DOCUMENT N° 9
MODEL OF THE JOBBING ORDER

PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMB0

B.P. 3 KUMBO/Tel: 33 48 10 11
E mail:kuc_tobin@yahoo.com
Site web: www.kumbocouncil.org

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

P.O. BOX 3 KUMBO/Tel: 3348 10 11
E-mail:kuc_tobin@yahoo.com
Web site:www.kumbocouncil.org

OPEN NATIONAL INVITATION TO TENDER

JOBBING ORDER N°: ... ... /2026
Awarded after an Open National Invitation to Tender

N°:008ONIT/KC/KCITB/FEICOM 2026 OF 10/11/2026 FOR RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION OF THE NORTH-WEST REGION

BENEFICIARY: ..... (Contractor and complete address)
B.P..... at ..... Tel: ..... Fax .....
Business Registry No: ..... at .....
Tax Payers' Card No: .....
SUBJECT: .....
EXECUTION DEADLINE: .....
AMOUNT IN FCFA:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2% or 5.5% according to tax regime)	
Net Payable	

FINANCING: FEICOM CLIMATE WINDOW, FUNDING AGREEMENT NO. ____/CCF/FEICOM/DG/CAJ/DCC/2026
BUDGET HEAD: FEICOM BUDGET 2025, HEADS 65-00-00 AND 25-00-30
LOCATION: .....

ENTERED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

BETWEEN:

Kumbo Council, represented by its Mayor, hereinafter referred to as the "The Contracting Authority"

ON THE ONE PART,

AND

Enterprise .....
Whose head office is at .....

Hereinafter referred to as the "Contractor"
Represented by its Director, Mr./Ms .....
Address: P.O. Box ..... Tel ..... Fax .....
Business Registry No .....
Tax Payers' Card No .....

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

SUMMARY

Part I: Special Administrative Clause (SAC)
Part II: Special technical Clauses (STC)
Part III: Schedule of Unit Prices
Part IV: Details or Estimates

Page ..... and last of the JOBBING ORDER N°: ... .../JO/KC/KCITB/2026 awarded after an Open National Invitation to Tender **N°008/ONIT/KC/KCITB/FEICOM/2026 of 10/11/2026**
With .....
FOR RESTORATION OF GREEN SPACE IN TOBIN, KUMBO MUNICIPALITY, BUI DIVISION OF THE NORTH-WEST REGION

EXECUTION DEADLINE: THREE (03) MONTHS

AMOUNT OF JOBBING ORDER IN FCFA:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2% or 5.5% according to tax regime)	
Net Payable	

Read and accepted by the Contractor KUMBO ..... (date)
Signed by the Mayor KUMBO KUMBO ..... (date)
Registration

DOCUMENT N° 10
FORMS AND MODELS TO BE USED

TABLE OF MODELS

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

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

Model No. 5: Model retention fund

Annex No. 6: Schedule framework

Annex N°. 1: Model tender

I, the undersigned_____ [*indicate the name and capacity of signatory*]
Representing the _____company or enterprise or group[1] with head office at_____
registered in the trade register of_____ under the number No_____
Having taken cognisance of all the documents featured or mentioned in the Tender File:
[*recall the subject of the invitation to tender*]

- After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____[*in figures and words*] CFA francs exclusive of VAT and at _____CFA francs Inclusive of all Taxes. [*In figures and words*].
- I pledge to execute the works within a deadline of .....months.
- I pledge to maintain my offer for [*indicate duration of validity, 60 days* from the deadline of submission of tenders.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Project owner shall pay the sums due for this contract by crediting account No..... opened in.....Bank.....Branch
Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Signature of.....in
the capacity of.....duly
authorised to sign the tenders on behalf
of[2].....

[1] Delete where necessary
[2] Attach the Power of Attorney

ANNEX N°. 2: MODEL BID BOND

Addressed to *[indicate the Contracting Authority and his address]* "Contracting Authority"
Whereas the undertaking _____ hereinafter referred to as the "bidder" has submitted his tender on _____for *[recall the subject of the invitation to tender]*, hereinafter referred to as "the tender" and to which shall be attached a bid bond equivalent to *[indicate the amount]* CFA francs.
We_____ *[name and address of the bank]*, represented by _____*[names of signatories]*, hereinafter referred to as "the bank" hereby declare to guarantee payment to the Contracting Authority of the maximum sum of *[indicate the amount]* CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.
The conditions of this commitment are as follows:
If the bidder retires his tender during the validity period specified by him in the tender; or
If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

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

We pledge to pay to the Contracting Authority an amount up to the maximum of the sum referred to above upon reception of his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.
This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.
This bond shall, for purposes of its interpretation, be submitted to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.
Signed and authenticated by the bank at_____, on_____

[Bank's signature]

MODEL No. 3: MODEL FINAL BOND

Addressed to the Mayor of Kumbo Council (the "Contracting Authority").
Whereas the enterprise _____ (the "contractor") has been awarded Jobbing Order No. _____ of _____ for the restoration of green space in Tobin, Kumbo Central Sub Division, and is required by Article 11 of the Special Administrative Clauses to provide a final bond of two percent (2%) of the amount of the jobbing order inclusive of all taxes;
We, _____ (name and address of the bank), represented by _____, hereby irrevocably guarantee to pay to the Contracting Authority, on its first written request and without being able to raise any objection, any sum up to _____ CFA francs (in figures and words), should the contractor fail to fulfil his contractual obligations.
This bond takes effect on the date of its signature and remains valid until one (1) month after the provisional acceptance of the works. It shall be released upon written release issued by the Contracting Authority.
This bond is governed by Cameroonian law. Cameroonian courts alone shall have jurisdiction.
Signed and authenticated by the bank at _____ on _____
[Bank's signature]

ANNEX N°. 3: Model of start-off advance bond

Bank: reference, address_____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of_____ [*the holder*] to the benefit of the Contracting Authority [*address of the Contracting Authority*] (*the beneficiary*)

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

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

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

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

Signed and authenticated by the bank at_____ on _____

Signature of the bank

ATTACHMENT No. 4: MODEL OF PERFORMANCE BOND (RETENTION FUND)

Bank: _____
Reference of the bond: No_____
Addressed to *[Indicate the Contracting Authority]*
[Address of Contracting Authority]
Hereinafter referred to as "the Contracting Authority"

Whereas_____ *name and address of Supplier]* hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the works of *[indicate the subject of the work]*
Whereas it is stipulated in the contract that the retention fund fixed at *[percentage below 10 % to be specified]* of the amount of the contract may be replaced by a joint guarantee,
Whereas we have agreed to provide the Contractor with this guarantee,
We, _____ *[name and address of the bank]*,
Represented by _____ *[names of signatories]* and hereinafter referred to as "the bank",
Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of_____
[in figures and letters] corresponding to *[percentage below 10 % to be specified]* of the contract price[3].

And we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Contracting Authority within the meaning of the contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to *[percentage below 10 % to be specified]* of the total amount of the works featuring in the final detailed account, without the Contracting Authority having to prove or give the reasons nor the motive for the amount of the sum indicated above. We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this bond and we hereby incline by the present to the notification of any amendment, addendum or change.

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

Any request for payment formulated by the Contracting Authority by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.
This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at_____ on _____

[Signature of the bank]

[3] In the case where the bond is established once upon start of the works and covers the full bond, that is, 10 % of the amount of the contract

ANNEX N°. 5: Schedule framework

The quantities, daily outputs, the duration of execution of works and the slowdowns or even the due interruptions shall be clearly brought out in the schedules.

The financial schedule resulting from the schedule of works shall indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.

[Signature of the bank]

DOCUMENT N° 11
LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS

LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS AUTHORIZED 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 International du Cameroun pour l'Epargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
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.

II- Insurance companies

14. Chanas Insurance;
15. Activa Insurance
16. Zeneth Insurance

OTHER DOCUMENTS

EVALUATION GRID

OPEN NATIONAL INVITATION TO TENDER

N°:008ONIT/KC/KCITB/FEICOM 2026 OF 10/11/2026 FOR RESTORATION OF GREEN SPACE IN TOBIN, KUMBO CENTRAL SUB DIVISION, BUI DIVISION OF THE NORTH-WEST REGION

EVALUATION GRID FOR ELIMINATORY CRITERIA			
DOC N°	***DESCRIPTION***	***YES***	***NO***
A.1	Declaration of intention to tender stamped with the tariff in force (dated, signed and stamped by the contractor).		
A.2	Certified Copy of the Business Registration, not more than three months old.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.		
A.5	Purchase receipt of tender file issued by the Kumbo Council Treasury		
A.6	A bid bond of **100 000 FCFA (one hundred thousand FCFA)** issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)		
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance		
A.9	An attestation of Tax Clearance		
A.10	Business License (photocopy certified by chief of centre, not more than three months).		
A.11	Certified Copy of a valid taxpayer's card, delivered by the chief of centre. Dated at most 3 months.		
A.12	A certificate of payment of all assessed taxes, delivered by the chief of centre. Dated at most 3 months.		
A.13	Plan and attestation of localization signed by the taxation authorities		
A14	*Deadline for delivery higher than prescribed*		
A15	*False declaration or falsified documents*		
A16	*Two Bids with the same personnel*		

B)	*EVALUATION GRID FOR ESSENTIAL CRITERIA*		
N°		*YES*	*NO*
B.1	***General presentation of bids***		

	➢ *Properly bind.* ➢ *Table of content.* ➢ *Separators in color apart from white* ➢ *Order described respected* ➢ *Clearness of the documents*		
B.2	***REFERENCES OF SIMILAR WORKS EXECUTED*** ➢ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last Five (05) years. ➢ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional or final reception within the last five years, 2021 to 2025) and related contracts or jobbing orders first and last pages		
B.2.1	*First reference in landscaping, green space or tree planting works*		
B.2.2	*Second reference in paving, fencing or similar civil works*		
B.3	***QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT***		
B.3.1	*A works supervisor with at least the level of a senior technician (BTS/HND) in civil engineering, environmental sciences, horticulture or landscaping, with at least three (03) years' professional experience in landscaping, green space or similar works.* ➢ *CV signed by the candidate,* ➢ *A certified copy of the technical diploma* ➢ An Attestation of presentation of original of the technical diploma ➢ *An attestation* ***of availability signed by the candidate*** *notably.* ➢ Certified copy of ID card		
B.3.2	*A foreman with at least the level of a technician (CAP/BT) in civil engineering or building works, with at least three (03) years' professional experience in paving, fencing or similar works.* ➢ *CV signed by the candidate,* ➢ *A certified copy of the technical diploma* ➢ An Attestation of presentation of original of the technical diploma ➢ *An attestation of availability signed by the candidate notably.* ➢ Certified copy of ID card		
B.3.3	*Other support staff or semi-skilled workers* ➢ *01 (one) horticulturist or gardener, 01 (one) welder and 01 (one) solar or electrical technician, each with 3 years' professional experience. Only ID cards and CVs signed by the candidates.*		
B.4	***TECHNICAL PROPOSALS***		
B.4.1	- *The mode of execution of the works*		
B.4.2	- *The planning of intervention, the expected output*		
B.4.3	- *supply of materials or site equipment*		
B.4.4	- *Hygiene, health, safety and environment (HSE) measures in line with the Environmental Impact Notice*		
B.4.5	- *Administrative and technical organization of the enterprise*		
B.5	***LOGISTICS (Equipment put aside for this project)***		
B.5.1	*Proof of ownership of a pickup truck or van, or show proof of ability to hire*		
B.5.5	*Tools: Wheelbarrows, dig axe, buckets, shovels, digging shovels etc.*		

	Plate compactor, concrete mixer and welding set (proof of ownership or legalized hire agreement)		
B.6	***FINANCIAL CAPACITY***		
B.6.1	*Pre – Financing capacity from a banking or institutions of first order approved by the Ministry in charge of finance,* ***not less than 75%*** *to the amount required in the offer.*		
B.7	***ATTESTATION OF SITE VISIT AND SITE VISIT REPORT***		
B.7.1	*Attestation of site visit signed by the contractor*		
B.7.2	*Site visit Report of (The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed by the contractor and justified by pictures*		
B.8	*The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).*		
B.9	*The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).*		

	EVALUATION GRID OF FINANCIAL OFFER		
C.1	The bid itself according to the model attached, shall be stamped at the rate in force, dated, signed And stamped by the contractor		
C.2	*Unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)*		
C.3	*Detail quantities and cost estimated (signed And stamped)*		
C.4	*The sub-details of prices(signed And stamped)*		

NB: The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals

Main Evaluation criteria's

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

A/ **Eliminatory criteria**

- Deadline *for delivery higher than prescribed;*
- *False declaration or falsified documents;*
- *Absence or insufficient amount on bid bond;*
- *Absence or non-conformity of any administrative document of Envelope A;*
- *Incomplete financial file.*
- *Two Bids with the same personnel*
- *A bid with the external envelope carrying a sign or mark leading to the identification of the bidder*
- *Technical assessment mark lower than 75% of "Yes".*

B/ **Essential criteria**

The criteria relating to the qualification of candidates are based on the following:

- *General presentation of the tender files;*
- *References of the company in the similar achievements;*
- *Experience of supervisory staff ;*
- *Logistics (Equipment);*
- *Methodology;*
- *Financial capacity;*
- *Attestation of site visit signed by the contractor*
- *Report of site visit signed by the Contractor*

- *The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);*
- *Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);*
- *Pre – Financing capacity not less than 75% of the amount required in the offer*

The essential criteria are subjected to minima whose detail is given in the Special Regulation of the Invitation to tender (RPAO).

C/ Main **qualification criteria**

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

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

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

Lot N °_____.

The interested person declares:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall in no condition claim the Delegated Contracting Authorityfor any increase of unit price.

In Testimony Whereof, this present attestation of site visit is established and issued to serve the purpose it deserves.

Date .....
Stamp of enterprise

Signature and Names of the Contractor

SITE VISIT REPORT

LOT N° _____

Name of Site .....

Name of Enterprise .....

1. CONTEXT OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE (access to the site, existing structures, Photos of the enterprise in front of the site etc.)

Date.....

Name of Enterprise: .....

Stamp and signature of enterprise

DECLARATION OF ONGOING PROJECTS

Contractors with ongoing projects should fill the table below and attach first and last pages of contracts/ jobbing orders, a copy of Notification for ongoing projects.

Serial N°	Project Title	Place of Execution	Project Owner	Contracting Authority	Time consumed	Percentage Physical of Execution

NB: Failure to declare
289e may lead to the elimination of the bidder in the evaluation