PEACE - WORK - FATHERLAND

REPUBLIC OF CAMEROON

***[PROJECT OWNER OR DELEGATED PROJECT OWNER]***

*[Insert denomination]*

***(Internal or Regional, Divisional, or Special) [TENDERS BOARD]***

*[insert denomination]*

|  |
| --- |
| *[Opened or Restricted] [National or International]* **Tender File No.**…....**/***[Type : ONIT or RNIT, OIIT or RIIT]*  ***PO or DPO*** */* (Type of Tenders Board: ITB or RTB or DTB or STB)*[Financial year]* of *[Date of signature of the Tender Notice]*  **For** *[Subject of the Call for Tender]* |

**FINANCING: …………………….**

**BUDGET HEAD: ………………………**

**FINANCIAL YEAR (s)…….**

**MODEL TENDER FILE**

**FOR THE AWARD OF NON-QUANTIFIABLE SERVICES CONTRACTS INCLUDING INTELLECTUAL SERVICES**

**Month** and **Year**

**Preface**

*This Model Tender File is drafted by the Public Contracts Regulatory Agency and put into force by the Authority in charge of Public Contracts (MINMAP) for its use by Project Owners and Delegated Project Owners, in the award of contracts through Call for Tenders, of non-quantifiable services and intellectual services contracts.*

*It includes:*

|  |  |  |  |
| --- | --- | --- | --- |
| *Document No. 0* |  | *:* | *Letter of invitation to bid, (where necessary)* |
| *Document No. 1* |  | *:* | *Tender Notice (AAO)* |
| *Document No. 2* |  | *:* | *General Rules Governing the Call for Tenders (RGAO)* |
| *Document No. 3* |  | *:* | *Special Rules governing the Call for Tenders (RPAO)* |
| *Document No. 4* |  | *:* | *Special Administrative Conditions (SAC)* |
| *Document No. 5* |  | *:* | *Terms of Reference (ToR)* |
| *Document No. 6* |  | *:* | *The Technical proposal - Model tables* |
| *Document No. 7* |  | *:* | *The Financial proposal -Model tables* |
| *Document No. 8* |  | *:* | *The Model Contract* |
| *Document No. 9* |  | *:* | *Samples or model forms of documents to be used by Bidders* |
| *Document No. 10* |  | *:* | *Integrity charter* |
| *Document No. 11* |  | *11 11:* | *Social and environmental commitment statement* |
| *Document No. 12*  *Document No. 13* |  | *:* | *Visa of maturity or justifications of prior studies*  *List of banking establishments and financial institutions authorised by the Minister in charge of Finance, to issue bonds for Public Contracts.* |
| *Document No.14* |  | *11 11:* | *Online bidding procedure* |

***[N.B****: This facilitation document, drawn up by ARMP and put into force by the Authority in charge of Public Contracts, should be considered as a guideline aimed at helping Project Owners and Delegated Project Owners to draft their Tender Files.*

*For its proper use, it is imperative to refer to the footnotes and examples contained therein. It is available in hard copy at the headquarters of the Public Contracts Regulatory Body and in its Regional Centres] and electronically on the platforms (*[**http://www.publiccontracts.cm**](http://www.publiccontracts.cm) *and www.armp.cm)*

*After inserting the specific details in the indicated places and deleting the inappropriate alternative provisions, the document can be used, once the Project Owner or the Delegated Project Owner ensures that there is no contradiction or conflict between cl**auses.*

*In addition, the following general instructions must be observed by the users of this document:*

***a.******Specific information****,* ***such as*** *the name of the Project Owner or Delegated Project Owner’s, or the address for the withdrawal of the Tender File (TF), must be filled in the Tender Notice and the RPAO. The final document should not contain any empty space or alternative provisions.*

***b.*** *Footnotes or italicized notes inserted in the Tender Notice, the RPAO, the SAC, and the model tables contain instructions or guides to be followed by the Project Owner or the Delegated Project Owner. They should no longer appear in the final document.*

***c.*** *Footnotes inserted in the forms in Document No. 9 to be filled by the Bidder should be preserved as they contain instructions to the Bidder.*

***d.*** *The criteria for qualification of candidates and evaluation of bids, as well as the various evaluation methods presented in the RGAO, should be carefully examined with a view to retaining in the RPAO only those applicable to the considered consultation.*

**e.** *It is necessary to recall that Tender Files related to some specific works prevail over this document.*

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**DOCUMENT No.0:****LETTER OF INVITA****TION TO TENDER *(WHERE NECESSARY)***

**Note relating to the prequalification letter of candidates**

A prequalification process is obligatory for intellectual services contracts and can equally be applied to large scale or complex works or equipment in view to launching a restricted call for tender.

In this case, the Project Owner or Delegated Project Owner shall launch a call for manifestation of interest, in accordance with the model drafted by the ARMP and put into force by the Authority in charge of Public Contracts (MINMAP) in order to prequalify candidates who are to tender for the offer concerned.

The prequalification process conducted by the Project Owner or Delegated Project Owner ends with a restricted list which shall serve as the base in the launching of the consultation.

Simultaneously to the publication of this list, letters of invitation to tender are sent to candidates selected and the final version of the Tender File is put at their disposal in hard and/or soft copy for those who request for it.

*However, the Project Owner or the Delegated Project Owner may be exempted by the* ***Authority in charge of Public Contracts from*** *the pre-qualification procedure in the cases provided for in Article 78 (3) of the Public Contracts Code, in particular, whe**n:*

* *the award of contracts schedule drawn up in accordance with the regulations in force shows that the procedural deadlines do not allow the estimated start or completion dates of the services to be met;*
* *The restricted call for tender is addressed to service providers selected within the categorisation framework where necessary.*

**LETTER OF INVITATION TO TENDER[[1]](#footnote-1)**

*[Valid for Restricted Calls for Tenders]*

**Date:**

**To**: *[name and address of the prequalified candidate]*

**Reference:** *[Indicate the subject of the project and the source of funding]*

Sir/Madam,

**1.** We are pleased to inform you that you have been prequalified for the project referred to above and have consequently been authorised to tender [for the following lot (s)] to be specified).

**2.** You may tender for one or several lot(s) or for all the lots where necessary, for which you have been prequalified.

**3.** A complete set of tender files may be consulted free of charge at the offices of the PO / DPO, and where necessary  **[indicate the exact address and location] and/or downloaded free of charge on the COLEPS platform on the following addresses :** [**http://www.marchespublics.cm**](http://www.marchespublics.cm) **and** [**http://www.publiccontracts.cm**](http://www.publiccontracts.cm) **and on the ARMP website (**[**http://www.armp.cm**](http://www.armp.cm)**)**, *or by any other means of electronic communication indicated by the Project Owner (to be specified)*.

**4.** The Tender File may be withdrawn against payment of a non-refundable acquisition fee of [insert amount in CFA francs] (2) at the following service [indicate the service concerned, its location and its full address]. (3)

**However, the submission of tenders physically or electronically is subject to the payment of the fee for acquisition of the TF which can be downloaded free of charge.**

**5.** All bids must include by a bid bond of [amount in CFA francs[[2]](#footnote-2)] and must be hander over to [indicate exact address and location] no later than [time] on [date] in hard copy and, if necessary, in soft copy through the COLEPS platform, *or every other form of official electronic communication as indicated by the Project Owner (to be specified)*.

The bids shall be opened immediately in the presence of the bidders who wish to attend the bid opening session or their representatives[[3]](#footnote-3).

**6.** This letter of invitation to tender is addressed to the candidates registered on the restricted list below:

|  |  |  |
| --- | --- | --- |
| **No.** | **Name of prequalified enterprises (group of enterprises)** | **Addresses** |
| 1. |  |  |
| n. |  |  |

**7.** The candidates of the restricted list [may or may not] associate themselves into group. However, prequalified candidates in group may not tender separately.

**8.** Please acknowledge receipt of this letter to the address below [**to be specified**] and within a maximum of \_\_\_ [**to be specified**] days from receipt of this letter of invitation to tender, and indicate whether or not you intend to bid.

Accept Sir/Madam, my kind regards. /-

*[Place and date of signature]*

*[Signature, name and stamp (of the Project Owner or Delegated Project Owner]*

***Copies***

* **MINMAP**
* **ARMP (for** **publication and archiving)**
* **Project Owner or DPO concerned**
* **Chairperson of the Tenders Board concerned**
* **Chairperson of the Central Contracts Control Board, where necessary**
* **Posting**

**DOCUMENT No. 1****TE****NDER NOTICE (AAO)**

**Note relating to the Tender Notice**

*The tender notice in English and French provides the information needed by the potential candidates to decide whether to acquire or consult the Tender File (TF) in order to eventually make an offer. In addition to the essential information contained in the Tender File, it must indicate any important criteria used for the qualification of candidates.*

*The information contained therein must conform to the rest of the Tender File and especially with the information in the Special Regulations of the invitation to tender.*



***Note relative à l’Avis d’Appel d’Offres***

*L’Avis d’Appel d’Offres, rédigé en français et en anglais, fournit les renseignements dont les soumissionnaires potentiels ont besoin pour consulter ou décider d’acquérir le Dossier d’Appel d’Offres (DAO), en vue de présenter une offre le cas échéant.*

*Outre les informations essentielles contenues dans le Dossier d'Appel d'Offres, il doit indiquer les critères d’évaluation utilisés pour la qualification des soumissionnaires.*

*Les renseignements qu’il contient doivent concorder avec celles fournies par les autres pièces du Dossier d’Appel d’Offres et, en particulier, avec ceux qui figurent dans le Règlement Particulier de l'Appel d'Offres.*

**TENDER NOTICE**

*[Opened or Restricted] [National or International]* **invitation to tender** No.…..../

*[Type: ONIT, OIIT, RIIT or RNIT] [Project Owner or Delegated Project Owner] /[Type of Tenders Board: ITB or RTB or DTB or STB]**[Financial year]* **of** *[Date of signature of the Tender Notice]* ***for*** *[Subject of the invitation to tender]*

* + - 1. **Subject of the Call for Tender**

Within the framework of *[****specify the context****], the Project Owner or Delegated Project Owner launches an invitation to tender [Type of call for tender] subject of the call for tender]*

*[Specify in case of a restricted invitation to tender that: "this invitation to tender follows the call for expression of interest No. ......................... of .......................... published on........................... in.............................]*

* + - 1. **Nature of the Services**

The Services include in particular: (**brief description of the services to be executed**).

* + - 1. **Tranches/division into lots**

Specify if the services are subdivided into tranches and/or (specify the number) into distinct lots as defined below:

* Lot No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:subject \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Details for the nature of the services are contained in the Terms of Reference (ToR) of this TF.

* + - 1. **Estimated cost**

The estimated cost after preliminary studies is ..................... *(In case of tranches and/or allotment, indicate the estimated cost of each tranche or lot)*

* + - 1. **Estimated execution timeframe ([[4]](#footnote-4))**

The maximum deadline provided for by the Project Owner or the Delegated Project Owner for the execution of the services covered by this invitation to tender is [*Indicate the estimated period and the number of tranches per lot, if applicable*] calendar months.

This deadline shall start from the date of notification of the administrative order to commence services.

* + - 1. **Participation and origin**

Participation in this call for tender is opened to (*indicate, where necessary, the requirements to be met by the service provider concerned*) or is restricted [ specify the list of the pre-qualified candidates or the selected enterprises within the framework of a categorisation].

* + - 1. **Financing**

The services subject of this invitation to tender shall be funded by .............................. *[Source of funding]* of *……...........................…..*  financial year(s) on the budget head No. ...........................

**8. Submission method**

*The submission method chosen for this consultation is [Indicate one of the three methods of submission below: online, offline, online or offline]. However, when both possibilities are offered, the bidder cannot use both the online and offline methods at the same time.*

**9. Bid bond**

Each bidder shall include in his administrative documents, a hand-endorsed bid bond issued by a first-rate banking institution authorised to issue bonds for public contracts, approved by the Ministry in charge of Finance and whose list is found in document 13 of the Tender File, of an amount of *[specify the fixed sum in CFA francs for each lot, if need be. It is set at 2 % of the estimated amount, all taxes inclusive, of the contract in accordance with the Order in force]* and valid up to thirty (30) days beyond the date of validity of bids. *’The absence of the bid bond issued by a first-rate bank or financial body of first category authorised by the Minister in charge of Finance to issue bonds for public contracts shall lead to the immediate rejection of the offer. A bid bond submitted but that does not have any relation with the consultation concerned shall be considered as absent. The bid bond presented by a tenderer at the bid opening session shall not be accepted.*

1. **Consultation of the Tender File**

The hard copy of the file may be consulted free of charge at the services of the PO/DPO during working hours at [place of consultation of TF (SIGAMP) service, door number, post box, phone number, fax, e-mail)] upon publication of this notice.

The **soft copy** can equally be consulted **on COLEPS’ platforms** [**http://www.marchespublics.cm**](http://www.marchespublics.cm) **and** [**http://www.publiccontracts.cm**](http://www.publiccontracts.cm) at the ARMP website ([www.armp.cm](http://www.armp.cm)), or on any other electronic means of communication chosen by the Project Owner (to be specified).

1. **Acquisition of the Tender File**

The hard copy of the file may be obtained from [ *place of withdrawal of the TF (SIGAMP service, door number, post box, phone number, fax, e-mail*)] as soon as this notice is published against payment of a non-refundable sum of ………………....……. CFA francs *[in figures and in words]* *([[5]](#footnote-5))* for TF purchase fees payable at *[place of payment of tender file purchase fees at the Public Treasury for Administrations and in the CAS-ARMP Special Account for other Project Owners, unless expressly waived]*.

It is also possible to obtain the electronic version of the TF by downloading it free of charge from the addresses indicated above. However, hard copy as well as electronic submission shall be subject to the payment of TF purchase fees.

**12. Submission of bids**

Each tender, drafted in English or French.

* If the submission is done offline, the administrative offer shall be produced in seven (7) copies, including the original and six (6) copies marked as such, must be received at [Place of registration of tenders], no later than [Deadline for receipt of tenders] at [Deadline] and must be marked as follows:

***[Open or Restricted] National or International] Invitation to Tender No.…..../***

***[Type: ONIT, OIIT, RIIT, RNIT] [Contracting Authority] [Project Owner or Delegated Project Owner] / relevant TB / [Financial year]***

***of [Date of signature of the Tender Notice]***

***for [subject of the invitation to tender]***

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

* If the submission is done electronically, the offer shall be transmitted, by the bidder on the COLEPS platform or any other electronic communication means indicated by the Project Owner no later than ……………… A backup copy of the tender recorded on a USB key or CD/DVD must be sent in a sealed envelope clearly and legibly marked “backup copy”, in addition to the above mentioned, within deadlines.

File size and format

For online submission, the maximum sizes of the documents making up the bidder’s offer and that shall be forwarded to the platform are as follows:

* 5 MB for the Administrative File;
* 15 MB for the Technical bid;
* 5 MB for the Financial bid.

The following formats are accepted:

* PDF format for text documents;
* JPEG for images.

Candidates shall use compression software to eventually reduce the size of the files to be transmitted]

1. **Admissibility of bids**

Administrative documents and technical and financial bids must be submitted in different and separate sealed envelopes.

The following shall be inadmissible by the Project Owner:

* Bids revealing the identity of the bidder;
* Bids received after the date and time for submission;
* Bids with indication on the identity of the invitation to tender;
* Bids non-compliant with the bidding method.
* Failure to produce the number of copies specified in the Special Regulations or offer only in copies.

**Any incomplete offer in accordance with the requirements of the Tender File shall be declared inadmissible. In particular, the absence of a bid bond issued by a first-rate body or financial institution approved by the Minister in charge of finance to issue bonds in the field of public contracts or failure to comply with the model documents in the tender file shall result in the outright rejection of the tender without any other procedure.** A bid bond produced but having no connection with the consultation concerned is considered to be absent. A bid bond submitted by a tenderer during the tender opening session is inadmissible.

In the case of a restricted invitation to tender (opening in 2 phases): it should be noted that, in addition to the number of copies of the financial bid required, the tenderer shall submit one copy of this financial bid in a sealed envelope to serve as sample offer, marked as such and intended for the body responsible for regulating public contracts for safekeeping. Failure to submit this sample bid will result in the inadmissibility of the bid of the candidate concerned, as soon as the bids are opened by the Tenders Board.

1. **Opening of Bids**

Bids shall be opened in two phases

The opening of the administrative documents and technical offers shall take place on ............................... [to be specified] at ............... [to be specified] by the Project Owner or the Delegated Project Owner’s Tenders Board in the room........................ [to be specified] located at........................ [to be specified].

Only the financial offers of the tenderers that obtained a qualificative technical score of \_\_\_\_\_\_\_\_\_shall be opened at \_\_\_\_\_\_\_\_\_\_\_(to be specified) by the same Tenders Board and in the same room on a date to be announced later after the publication of the technical evaluation results

Only bidders may attend this opening session or be represented by a single duly authorised person of their choice, even in the case of a group of enterprises.

**Under pain of rejection, the documents required in the administrative file must be produced in originals or in copies certified as true by the issuing service or the competent administrative authority, in accordance with the stipulations of the Special Regulations. They must be less than three (3) months old from the original date of submission of tenders or have been drawn up after the date of signature of the tender notice.**

**In the event of the absence or non-conformity of any document in the administrative file at the bids opening session after a period of 48 hours granted by the Board, the bid shall be rejected.**

*[The launching of the bid opening session must take place no later than one hour after the deadline for receipt of tenders set out in the Tender File.]*

1. **Evaluation criteria**

*[The evaluation criteria are of two types: the eliminatory criteria and the essential criteria. No criterion shall be both eliminatory and essential].*

* 1. ***Eliminatory criteria***

[*These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. Failure to comply with these criteria shall result in the bidder’s offer being rejected.*

*These include:*

* Absence of the bid bond at the opening of bids;
* Failure to produce, beyond 48 hours after the opening of bids, a document in the administrative file deemed to be non-compliant or missing (except the bid bond);
* false declarations, fraudulent schemes or forged documents;
* technical score less than X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be specified) out of 100 marks (X referring to the qualification threshold of technical bids);
* absence of a sworn statement that it has not abandoned any contracts in the last three years
* failure to comply with the bids file format for online submissions;
* absence of categorisation certificate, where applicable;
* absence of a quantified unit price in the Financial Bid
* Absence of an element of the financial offer (tender, BPU, DQE)
* Absence of the Integrity charter dated and signed;
* Absence of the Commitment statement to comply with social and environmental clauses, duly filled and signed.

***NB:*** Depending on the specific nature of the service, other relevant criteria may be added when the TF are drawn up.

* 1. ***Essential criteria[[6]](#footnote-6)***

*The so-called essential criteria are those primordial or key used to judge the technical and financial capacities of candidates to execute the services or deliver the supplies subject of the invitation to tender. They shall be determined based on the nature and consistency of the services to be provided.*

*The procedures for validating a criterion based on the number of sub-criteria met should be formally specified.*

Technical bids shall be graded on 100 (one hundred) depending on the essential criteria for qualifying candidates which shall include, for example, the following:

|  |
| --- |
| * Presentation of the offer; * the bidder’s references in the provision of similar services; * the proposed methodology in compliance with the ToR; * qualification and competence of experts; * Solvency and financial capacity; * Material needed, as appropriate.   Essential criteria and sub-criteria are detailed, for each lot, in the Special Regulations of the Invitation to Tender (RPAO) |

**N.B**:

* In the event of pre-qualification of national enterprises through categorisation, they are exempted from producing in their technical file the documents listed in Article 13.1.b1 of the technical envelope of the RPAO.
* Any government worker listed among the staff of a bidder and who has not presented all the documents likely to justify his release from the Administration, shall be considered invalid.

1. **Award**

*[The Project Owner or the Delegated Project Owner shall award the contract to the bidder with the best evaluated bid based on a combination of technical, financial and/or aesthetic criteria.]*

**17. Maximum number of lots:**

A candidate may bid for one or more lots but may not be awarded more than \_\_\_\_\_\_\_\_\_\_\_\_lots.

[*In case of allotment, specify the maximum number of lots a candidate may be awarded]*

[In case a bidder is the best bidder for more than \_\_\_\_\_\_\_\_\_\_\_\_lots, the Project Owner or the Delegated Project Owner shall award the \_\_\_\_\_\_\_\_\_\_\_\_lots of his list of preference specified in the financial offer to the said bidder in accordance with the conditions specified in the RPAO]

**18. Validity period of the offers**

Bidders shall remain bound by their tender for [indicate the period between 60 and 90 days for NITs and 120 days for IITs] from the initial deadline for submission of tenders.

1. **Further information**

Further information may be obtained during working hours from *[(SIGAMP) service, door number,* post box, phone number, fax, e-mail*] or online on the COLEPS platform at* <http://www.marchespublics.cm> and <http://www.publiccontracts.cm>, or any other electronic means of communication specified by the Project Owner.

**20. Fighting corruption and malpractices**

To report corrupt practices, facts or acts, please call NACC on or send an SMS to 1517, or the Authority in charge of Public Contracts (MINMAP) (SMS or call) on (+237673 20 57 25 et 699 37 07 48, or the ARMP on (+237) …………..…. or the PO/DPO on ………………

*[Place and date of signature]*

*[Signature, name and stamp (of the Project Owner and Delegated Project Owner]*



***Copies:***

* **MINMAP**
* **ARMP (for publication and archiving)**
* **Project Owner or DPO concerned, as appropriate;**
* **Chairperson of the Tenders Board concerned;**
* **Chairpersons of the CCCB, where necessary;**
* **Notice Board/File.**

**Avis d’Appel d’Offres**

**Avis d’Appel d’Offres** *[National ou International] [Ouvert ou Restreint] N°…..../*

*[Type : AONO, AOIO, AOIR ou AONR] [Maître d’Ouvrage ou Maître d’Ouvrage Délégué] /[Type de commission : CIPM ou CRPM ou CDPM ou CSPM]**/**[Exercice budgétaire]* **du** *[Date de signature de l’Avis d’Appel d’Offres]* **pour** *[Objet de l’Appel d’Offres]*

**1-Objet de l'Appel d'Offres**

Dans le cadre de *[****c*ontexte *à préciser****]*, *le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué* lance un Appel d’Offres *[Type d’appel d’offres] Objet de l’appel d’**offres]*.

*[Préciser en cas d’Appel d’Offres Restreint que : « le présent appel d’offres fait suite à l’appel à manifestation d’intérêt n°……..............….. du……...............….. publié le……................….. dans……..................….. ]*

**2-Consistance des Prestations**

Les Prestations comprennent notamment : *(description* ***succincte des prestations à exécuter***).

**3-Tranches/Allotissement**

Préciser si les prestations sont réparties en tranches et/ou (préciser le nombre) en lots distincts ci-après définis :

* **Lot n°**\_\_\_\_\_\_\_\_\_ : objet \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

La consistance de ces prestations est détaillée dans les Termes de Référence (TDR) du présent DAO.

**4-Coût prévisionnel**

Le coût prévisionnel de l’opération à l’issue des études préalables est de …………… (*en cas de tranches et/ou d’allotissement, indiquer ce coût prévisionnel pour chacune des tranches et pour chaque lot*)

**5-Délai prévisionnel d’exécution [[7]](#footnote-7)**

Le délai maximum prévu par le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué pour la réalisation des prestations objet du présent appel d’offres est de *[Indiquer le délai prévisionnel et le nombre de tranche par lot le cas échéant]* mois calendaires.

Ce délai court à compter de la date de notification de l’ordre de service de commencer les prestations.

**6-Participation et origine**

La participation au présent appel d’offres est ouverte à *[préciser le cas échéant, la qualité des prestataires concernés le cas échéant]* ou est restreinte *[préciser la liste des candidats préqualifiés* *ou des entreprises retenues dans le cadre d’une catégorisation]*.

**7-Financement**

Les prestations objet du présent appel d'offres sont financées par le budget de *……................…. [Source de financement]* de(s) l’exercice(s) …*…...........................….* Sur la ligne d’imputation budgétaire n°*……................….* 

**8-Mode de soumission**

*Le mode de soumission retenu pour cette consultation est [Indiquer l’un des trois modes de soumission ci-après : en ligne, hors ligne, en ligne ou hors ligne]. Toutefois lorsque les deux possibilités sont ouvertes le soumissionnaire ne peut utiliser à la fois le mode en ligne et le mode hors ligne.*

**9-Cautionnement de soumission**

Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission , acquitté à la main, délivrée par un organisme ou une institution financière agréée par le Ministre chargé des finances pour émettre les cautions dans le domaines des marchés publics et dont la liste figure dans la pièce 13 du DAO dont le montant s’élève à [indiquer le montant forfaitaire en FCFA pour chaque lot le cas échéant ; il est au plus égalà2% du coût prévisionnel toutes taxes comprises (TTC) du marché conformément à l’arrêté en vigueur] et valable jusqu'à trente (30) jours au-delà de la date initiale de validité des offres. L’absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics, entraînera le rejet pur et simple de l'offre. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d’ouverture des plis est irrecevable.

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

Le dossier physique peut être consulté gratuitement dans les services du MO / MOD aux heures ouvrables à *[Lieu de consultation du DAO (service SIGAMP), numéro de porte, BP, téléphone, fax, e-mail)]* dès publication du présent avis.

Il peut également être consulté **en ligne** **sur la plateforme COLEPS aux adresses** [**http://www.marchespublics.cm**](http://www.marchespublics.cm) **et** [**http://www.publiccontracts.cm**](http://www.publiccontracts.cm)**,** sur le site internet de l'ARMP ([www.armp.cm](http://www.armp.cm)) *ou sur tout autre moyen de communication électronique fixé par le maître d’ouvrage (à préciser)*.

**11-Acquisition du Dossier d'Appel d'Offres**

La version physique du dossier d’appel d’offres peut être obtenue au *[Lieu de retrait du DAO (service SIGAMP), numéro de porte, BP, téléphone, fax, e-mail)] dès publication du présent avis,* moyennant paiement d’un montant non remboursable des frais d’acquisition du DAO de *…….............................…..* francs CFA *[insérer le montant en chiffres et en lettres ]* *(5)* payable à *[Lieu de paiement des frais d’achat du DAO :[au Trésor Public pour les Administrations publiques et dans le Compte spécial CAS- ARMP pour les autres Maîtres d’Ouvrage sauf dérogation expresse]* .

Il est également possible d’obtenir la version électronique du DAO par téléchargement gratuit aux adresses sus indiquées. Toutefois, la soumission par voie physique ou électronique est conditionnée par le paiement des frais d’achat du DAO.

**12-Remise des offres**

*Chaque offre est rédigée en français ou en anglais.*

* *Pour la soumission hors ligne, l’offre* *en* sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir *[Lieu d’enregistrement des offres]*, au plus tard le *[Date limite de réception des offres] à* *[Heure limite] et* devra porter la mention :

*“Avis d’Appel d’Offres [N ou I, O ou R]*

*n°……………../[Type : AONO, AOIO, AOIR ou AONR]*

*[Autorité Contractante] /Maître d’Ouvrage ou Maître d’Ouvrage Délégué /CPM compétente / [Exercice budgétaire] Du [Date de signature de l’Avis d’Appel d’Offres]*

*Pour [Objet de l’Appel d’Offres]*

***A n'ouvrir qu'en séance de dépouillement"***

* Pour la soumission en ligne, l’offre devra être transmise par le soumissionnaire sur la plateforme COLEPS *ou toute autre moyen de communication électronique* officiel à préciser par le maître d’ouvrage au plus tard le [date limite de réception des offres] à [Heure limite]. Une copie de sauvegarde de l’offre enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l’indication claire et lisible « copie de sauvegarde », en plus de la mention ci-dessus dans les délais impartis.

Taille et format des fichiers

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

* 5 MO pour l’Offre Administrative ;
* 15 MO pour l’Offre Technique ;
* 5 MO pour l’Offre Financière.

Les formats acceptés sont les suivants :

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

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

**13-Recevabilité des plis**

Les pièces administratives, l'offre technique et l'offre financière doivent être placées dans des enveloppes différentes séparées et remises sous pli scellé. Seront irrecevables par le Maître d’Ouvrage:

- les plis portant les indications sur l’identité des soumissionnaires,

- les plis parvenus postérieurement aux dates et heures limites de dépôt.

- les plis sans indication de l’identité de l’Appel d’Offres ;

- les plis non-conformes au mode de soumission

- Le non-respect du nombre d’exemplaires indiqué dans le RPAO ou offre uniquement en copies ;

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

Pour le cas de l’Appel d’Offres Restreint (ouverture en 02 temps) : il y a lieu de relever qu’en plus du nombre d’exemplaires de l’offre financière requis, le soumissionnaire est tenu de présenter un exemplaire de cette offre financière, dans une enveloppe scellée pour servir d’offre témoin marquée comme telle, et destinée à l’organisme chargé de la régulation des Marchés Publics pour conservation. Le défaut de présentation de cette offre témoin entraîne l’irrecevabilité de l’offre du candidat concerné, dès l’ouverture des plis par la Commission de Passation des Marchés.

**14-Ouverture des plis**

*L’ouverture des plis se fait en deux temps,*

*L’ouverture des pièces administratives et offres techniques]* aura lieu le…… *[A préciser]* ...... à… *[A préciser]* .... Heures par la Commission de Passation des Marchés *du Maître d’Ouvrage ou du Maître d’Ouvrage Délégué* dans la salle de … *[A préciser]* .... Sise à.…. *[A préciser]* ……

Seules les offres financières des soumissionnaires ayant obtenu la note technique qualificative de ……seront ouvertes à… *[A préciser]* par la même Commission et dans la même salle à une date ultérieure après publication des résultats de l’évaluation technique.

Seuls les soumissionnaires peuvent assister à cette séance d’ouverture ou s’y faire représenter par une seule personne de leur choix dûment mandatée, même en cas de groupement d’entreprise.

**Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou l’autorité administrative compétente, conformément aux stipulations du Règlement Particulier de l’Appel d’Offres. Elles doivent dater de moins de trois (03) mois à compter de la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l’avis d’appel d’offres.**

**En cas d’absence ou non-conformité d’une pièce du dossier administratif lors de l’ouverture des plis** **après un délai de 48 heures accordée par la Commission, l'offre sera rejetée.**

*[L’ouverture de la séance de dépouillement doit se faire au plus tard une heure après celle limite de réception des offres fixée dans le Dossier d’Appel d’Offres].*

**15-Critères d’évaluation**

*[Les critères d’évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels[[8]](#footnote-8) Etant entendu qu'un critère ne peut être à la fois éliminatoire et essentiel].*

***15.1-Critères éliminatoires***

*Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l’évaluation suivant les critères essentiels. Ils ne doivent pas faire l’objet de notation. Le non-respect de ces critères entraîne le rejet de l’offre du soumissionnaire.*

*Il s'agit notamment de :*

* L’absence du cautionnement de soumission à l’ouverture des plis;
* La non-production au-delà de 48h après l’ouverture des plis, d’une pièce du dossier administratif jugée non conforme ou absente (excepté le cautionnement de soumission);
* Des fausses déclarations, manœuvres frauduleuses ou des pièces falsifiées ;
* d’une note technique inférieure à X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [à préciser] points sur 100(X renvoyant au seuil de qualification des offres techniques) ;
* *De l’absence de la déclaration sur l’honneur de non abandon des marchés au cours des trois dernières années ;*
* *du non-respect du format de fichier des offres pour les soumissions en lignes ;*
* L’absence de l’attestation de catégorisation le cas échéant ;
* L’absence d’un prix unitaire quantifié dans l’offre financière ;
* L’absence d’un élément de l’offre financière (la soumission, les BPU, le DQE) ;
* de l’absence de la charte d’intégrité datée et signée ;
* de l’absence de la déclaration d’engagement au respect des clauses environnementales et sociales datée et signée ;

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

***15.2-Critères essentiels[[9]](#footnote-9)***

*Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technico-financière des candidats à exécuter les prestations, objet de l’appel d’offres. Ceux-ci doivent être déterminés en fonction de la nature et de la consistance des prestations à réaliser.*

*Il convient de préciser formellement les modalités de validation d'un critère à partir du nombre de sous-critères à respecter.*

Les offres techniques seront évaluées sur cent (100) points selon les critères essentiels qui porteront à titre indicatif sur:

* la présentation générale de l’offre ;
* Référence du soumissionnaire dans la réalisation des prestations similaires ;
* La méthodologie proposée en adéquation avec les TDR ;
* Qualification et compétence des experts ;
* Solvabilité et capacités financières ;
* Le matériel nécessaire (le cas échéant)

Les critères et sous-critères essentiels sont détaillés, pour chaque lot, dans le Règlement Particulier de l’Appel d’Offres (RPAO).

**N.B** :

* En cas de pré qualification des entreprises nationales par la voie de la catégorisation, elles sont dispensées de la production dans leur dossier technique, des pièces listées à l’article 13.1.b1 de l’enveloppe technique du RPAO.
* Tout agent public listé parmi le personnel d’un soumissionnaire et qui n’a pas présenté tous les documents susceptibles de justifier sa libération de l’Administration, sera considéré comme non valable.

**16-Attribution**

*[Le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué attribuera le marché au soumissionnaire présentant l’offre évaluée la mieux disante par combinaison des critères techniques financiers et ou esthétiques.*

**17. Nombre maximum de lots :**

Un candidat peut soumissionner pour un ou plusieurs lots, mais ne peut être attributaire de plus de \_\_\_\_\_\_\_\_\_\_\_\_\_ lots *[En cas d’allotissement, indiquer le nombre maximum de lots dont un candidat peut être attributaire.]*

[Au cas où un soumissionnaire serait le mieux disant pour plus de \_\_\_\_\_\_\_\_\_\_\_\_\_ lots, le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué lui attribuera les \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lots de sa liste de préférence précisée dans l’offre financière selon les conditions précisées dans le RPAO]

1. **Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant *[indiquer la durée entre 60 et 90 jours pour les AON et 120 jours pour les AOI]* à partir de la date limite initiale fixée pour la remise des offres.

**19- Renseignements complémentaires**

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à *[service (SIGAM), numéro de porte, BP, téléphone, fax, e-mail]. Ou en ligne sur la plateforme COLEPS aux adresses* [**http://www.publiccontracts.cm**](http://www.publiccontracts.cm) **et** [**http://www.publiccontracts.cm**](http://www.publiccontracts.cm/) **ou tout autre moyen de communication électronique indiqué par le maître d’ouvrage**

**20. Lutte contre la corruption et les mauvaises pratiques**

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

*[Lieu et date de signature]*

*[Signature, nom et cachet (du Maitre d’Ouvrage ou du Maitre d’Ouvrage Délégué)]*

***Copies:***

* **MINMAP**
* **ARMP (pour publication et archivage)**
* **Maître d’Ouvrage** **ou MOD concerné le cas échéant**
* **Président CPM concerné**
* **Présidents de CCCM, le cas échéant ;**
* **Affichage chrono**

**DOCUMENT No. 2.****GENERAL RULES** **GOVERNING THE CALL FOR TENDERS (RGAO)**

**Note relating to the General Rules Governing the Call for Tenders**

The purpose of Document No. 2 is to provide bidders with the information they need to prepare tenders that comply with the conditions laid down by the regulations in force.

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

This document contains standard articles that should not be changed.

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**GENERAL RULES GOVERNING THE CALL FOR TENDERS**

1. **Generalities**

**Article 1: Subject of the Consultation**

* 1. The Project Owner or Delegated Project Owner shall select one service provider from the candidates whose names appear on the restricted list, in accordance with the selection method specified in the Special Rules of the Invitation to Tender.

The name, the identification number and the number of lots under the call for tender are found in the RPAO.

* 1. Pre-selected or categorised candidates (to be specified) are invited to submit an administrative file, a technical proposal, and a financial proposal for the provision of the services required to carry out the mission identified in the Terms of Reference. The proposal shall serve as the basis for the contract negotiations and ultimately for the contract signed with the successful candidate.
  2. The mission shall be accomplished in accordance with the calendar indicated in the Terms of Reference and recalled in the RPAO. Where the mission consists of several phases, the Contractor's performance during a given phase must satisfy the Project Owner and Delegated Project Owner before the next phase can begin.
  3. Candidates should be aware of local conditions and take them into account in preparing their proposals. To obtain first-hand information about the mission and local conditions, it is recommended that candidates attend the conference ahead of the preparation of their proposals, if one is provided for in the RPAO, before submitting a proposal. But taking part in such meetings is not mandatory. Candidates or their representatives should contact the officials mentioned in the RPAO to arrange a visit or to obtain further information on the preparatory conference. Candidates or their representatives should ensure that these officials are informed of their visit in due time to make appropriate arrangements.
  4. The Project Owner or Delegated Project Owner shall provide the information specified in the Terms of Reference, shall assist the Service provider in obtaining the necessary licences and permits for the provision of the services, and shall provide timely data and reports on the relevant projects.
  5. Please note that:

i. The costs of preparing the proposal and negotiating the contract, including the visit to the Project Owner or Delegated Project Owner, are not considered as direct costs of the mission and are therefore not refundable; and that

ii. The Project Owner or the Delegated Project Owner has no obligation to accept any of the proposals that would have been submitted.

1.6.1 The service providers shall provide objective and impartial professional advice. In all circumstances, they shall first and foremost defend the interests of the Project Owner or Delegated Project Owner, without considering the possibility of a subsequent mission and shall scrupulously avoid any possibility of conflict with other activities or with the interests of their company. Service providers should not be engaged in missions that are incompatible with their present or past obligations towards other Project Owners or Delegated Project Owners, or which may make it impossible for them to perform their task in the best interest of the Project Owner or Delegated Project Owner.

1.6.2 Without prejudice to the general nature of this rule, the Service providers shall not be engaged in the following circumstances.

a. No enterprise engaged by the Project Owner or Delegated Project Owner to supply goods or execute services for a project, or any firm affiliated to it, shall be authorised to provide consultancy services for the same project. Similarly, no design office engaged to provide consultancy services for the preparation or execution of a project, nor any company affiliated to it, is subsequently allowed to supply goods, perform services, or provide services related to its original mission for the same project (except it is the continuation of this mission).

b. Neither service providers nor any of their affiliates shall be engaged in any mission which, by its nature, is likely to be incompatible with another of their missions.

1.6.3 As stated in paragraph (a) above, service providers may be engaged to provide downstream activities where it is essential to ensure continuity, in which case the RPAO should make mention of this possibility and the criteria used in the selection of the service provider should consider the probability of renewal. It will be the sole responsibility of the Project Owner or the Delegated Project Owner to decide whether to have or not have downstream activities performed and, if yes, which Service Provider will be engaged for this purpose.

**Article 2- FINANCING:**

The source of funding for the services under this invitation to tender is specified in the RPAO.

**Article 3- Ethical principles, fraud and corruption**

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

In this respect, the bidders shall subscribe to the integrity charter whose model is attached in the annex of this Tender File (Document 10).

3.2 The Project Owner or the Delegated Project Owner requires of bidders and its co-contractors the strict respect of professional ethics during the award and execution of these contracts. By virtue of this principle, the Project Owner, or Delegated Project Owner:

* 1. Defines within the context of this clause the following expressions thus:
     1. Whoever offers, gives, solicits or accepts any form of benefit in order to influence the action of a public employee during the award or execution of a contract shall be guilty of “corruption”.
     2. Whoever deforms or distorts facts in order to influence the award or execution of public contracts shall be indulging in “fraudulent schemes”.
     3. Two or more bidders (whether the Project Owner or Delegated Project Owner is aware or not) who connive to artificially keep bid prices at a level not commensurate with those that would result from competition shall be guilty of ‘collusive practices”.
     4. Whoever harms persons or damages their property or makes threats against them, directly or indirectly, in order to influence their actions during the award or execution of a contract shall be indulging in ‘coercive practices’.
     5. Conflict of interest” A bidder may be deemed to be in a situation of conflict of interest under the following conditions:
* If associated or has been associated in the past, with a firm (or a subsidiary of that firm) that has provided consultancy services for the design, preparation of specifications and other documents used in connection with contracts awarded under this tender; or
* Submits more than one tender under this invitation to tender, except for variant tenders authorised under clause 17, where applicable; however, this does not preclude the participation of sub-contractors in more than one tender.
* The Project Owner or Delegated Project Owner has financial interests in his capital geography that may compromise the transparency of public contracts award procedures.

vi. Complicity is defined as:

* Failure or neglect to carry out the prescribed checks or give the prescribed technical opinions.
* The deliberate failure to inform the Project Owner or the relevant Authority of irregularities recorded during the performance of his duties.

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

.

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

* 1. Candidates disclose information on any commissions and bonuses paid or to be paid to agents in connection with this proposal, and the execution of the contract if awarded to the candidate, as requested on the Financial Proposal Form (bidding letter).
  2. Candidates must not have been excluded from any contract awards for corruption or fraudulent schemes.
  3. The Authority in charge of public procurements may, as a precautionary measure, take a decision to ban any bidder or the Administration’s contracting partner from bidding for a period not exceeding 2 (two) years for influence peddling, conflict of interest, insider trading, complicity, fraud, corruption or production of fraudulent documents in his bid, without prejudice to the criminal proceedings that could be initiated against him.
  4. Where the Candidate proposes a public employee, in his technical proposal, the public employee undertakes to provide written attestation from his or her Ministry or employer to testify that he or she is available and authorized to work on a full-time basis out of his or her previous official position. The candidate shall submit this commitment to the Project Owner or Delegated Project Owner within the framework of his Technical Proposal.
  5. The Authority in charge of public contracts may take a decision banning public sector actors found guilty of violating the provisions of this code from participating in public contracts award and execution monitoring for a period not exceeding 2 (two) years.

**Article 4- Candidates allowed to compete**

* 1. Apart from **the restricted call for tender which is addressed to all candidates retained at the end of the pre-qualification process and/or those retained within the framework of categorisation previously indicated in the tender notice and recalled in the RPAO**, generally, the invitation tender is opened to all bidders, provided they meet the following eligibility requirements:

a. A bidder (including all members of a group of undertakings and all tenderers’ subcontractors) must be from an eligible country, in accordance with the Financing Agreement **where necessary**.

b. A bidder (including all members of a group of undertakings and all tenderers’ subcontractors) must not be in a situation of conflict of interest, under pain of disqualification. A bidder may be deemed to be in a situation of conflict of interest under the following conditions:

* + 1. If associated, or has been associated in the past, with a firm (or a subsidiary of that firm) that has provided consultancy services for the design, preparation of specifications and other documents used in connection with contracts awarded under this call for tender; or

ii. Submits more than one bid under this invitation to tender, except for variant tenders authorised under clause 17, where applicable; however, this does not preclude the participation of sub-contractors in more than one tender.

iii. The Project Owner or Delegated Project Owner participates in the bidder’s capital so that may compromise the transparency of public contracts award procedures;

iv. is affiliated to a group or an entity the Project Owner or Delegated Project Owner has recruited or is planning to recruit to take part in the control.

c. A moral entity of public law (Cameroonian public enterprise or public establishment) if he/she demonstrates that it is (i) legally and financially autonomous, (ii) managed according to the rules of commercial law or private accounting (iii) is not under the supervisory authority of the Project Owner or Delegated Project Owner except express authorization from the Authority in charge of Public Contracts.

d. Civil society organisations and Public Establishments, provided that the prices offered are competitive, that is, they have been determined (i) taking into account all the direct and indirect costs involved in determining the price of the service covered by the contract and (ii) that, in determining this price, they have not benefited from advantages arising from the resources allocated to them for their public service missions.

* 1. The invitation to tender is open and/or restricted as specified in the RPAO to all candidates who meet the following conditions:

a). are not in a state of judicial liquidation or bankruptcy.

b). are not subject to any of the prohibitions or disqualifications provided for by the laws and regulations in force, both at the national and international level.

c). comply with the declarations required by the laws and regulations in force.

4.3. For online submission via COLEPS, the candidate or bidder must be registered on the said platform and must have a valid electronic certificate.

4.4. If the call for tender is restricted, the consultation concerns all candidates retained during the prequalification process and/or addressed to those retained during categorisation earlier indicated in the tender notice and recalled in the RPAO.

**Article 5- Documents establishing the qualification of the Bidder**

* 1. bidders should, as an integral part of their tender:

a). produce a power of attorney empowering the person signing the tender to bind the bidder;

b). Provide documents to establish the qualification of the bidder following the list provided for in the RPAO, including, in particular, all the information (complete or update the information attached to their application for prequalification that may have changed, in case the candidates have been prequalified) they are required to provide by virtue of the RPAO.

Information on the following points is required where necessary:

i. Production of the extract of the certified balance sheets showing turnover and results;

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

iii. Executed contracts;

Iv. List of the key personnel;

vi. Availability of essential equipment;

vii. Certificate of categorisation for Building and Public Works (BTP) service providers, where necessary.

* 1. Bids submitted by two or more joint contractors (joint contracting) must meet the following requirements:

a). The bid must include for each firm all the information listed in Article 5.1 above. The RPAO must specify the information to be provided by the joint venture and the information to be provided by each member of the group;

b. The tender and the contract must be signed in such a way as to bind all the members of the group;

c. The nature of the grouping (joint or several as requested in the RPAO) must be specified and justified by producing a copy of the group agreement in due form;

d. The member of the group designated as the representative shall represent all the enterprises vis-à-vis the Project Owner or Delegated Project Owner for the execution of the contract;

e. In the case of a several group, the co-contractors share the payments made by the Project Owner or Delegated Project Owner into a single account. In the case of a joint group of enterprises, the tasks of each member must be specified, and each company is paid by the Project Owner or Delegated Project Owner into his own account.

* 1. Bidders must also submit enough detailed proposals to demonstrate compliance with the Terms of Reference and execution deadlines referred to in the RPAO.

1. **TENDER FILE**

**Article 6- Content of the Tender File**

* 1. The Tender Files describe the services to be provided under the contract, set out the procedures for consulting the contractors and specify the terms of the contract. In addition to the addenda(s) issued in accordance with Article 8 of the GRCT, it also includes the main documents listed below:
* Document No. 0: The letter of invitation to bid (in case of Restricted Calls for Tenders);
* Document No. 1: The Tender Notice in English and French (AAO);
* Document No. 2: The General Rules governing the Call for Tenders (RGAO);
* Document No. 3: The Special Rules governing the Call for Tenders (RPAO);
* Document No. 4: The Special Administrative Clauses (SAC);
* Document No. 5: The Terms of Reference (ToR);
* Document No. 6: Model Tables (Technical Proposal);
* Document No. 7: Model Tables (Financial Proposal);
* Document No. 8: Model contract;
* Document No. 9: Templates or model forms to be used by bidders notably:

1. The Model of Declaration of intention to tender;
2. The Model bid bond;
3. The Model Final Bond;
4. Model Start-off Advance bond;
5. Sample presentation forms for equipment;
6. Sample framework of group agreement;

Document No. 10: Integrity Charter

Document No. 11: Social and Environmental Commitment

Document No.12: Maturity approval or justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner, the availability of funding or proof the expenditure is contained in the budget;

Document No. 13: The list of approved banking and financial institutions approved by the Minister of Finance and authorised to issue bonds for public contracts, to be inserted by the Project Owner or Delegated Project Owner.

* 1. The Bidder should review all regulations, forms, conditions, and specifications contained in the TF. It is the Bidder's responsibility to provide all information requested and to prepare a tender that complies in all respects with the said documents.

**Article 7- Clarifications on the Tender File and petitions**

1. Any bidder seeking clarification on the Tender Files may make a request to the Contracting Authority in writing or by electronic mail (fax or e-mail) to the address of the Project Owner or Delegated Project Owner indicated in the RPAO or via COLEPS. However, the Contracting Authority will respond in writing or by e-mail or via COLEPS or any other electronic means of communication indicated in the TF to any request for clarification received at least fourteen (14) days before the deadline for submission of bids.
2. A copy of the Project Owner's or Delegated Project Owner's response, indicating the question asked but not mentioning its author, shall be sent to all bidders who purchased the Tender File.
3. Any bidder who feels aggrieved may lodge a petition to the **Contracting Authority**. In the case of restricted call for tender, the petition must:

(i) at the pre-qualification stage, related to the requests for reconsidering the conditions of application, pre-qualification, or requests for re-examination of the decisions or acts taken by the Project Owner or the Delegated Project Owner during the pre-qualification procedure.

ii) Candidates have five (5) working days before the date of submission of applications and five (5) working days after the publication of the pre-qualification results to submit their petition to the **Contracting Authority**, with a copy to the Authority in charge of Public Contracts and to the body in charge of the Regulation of Public Contracts.

(iii) This petition does not have suspensive effect.

1. Where the invitation to tender is the chosen procedure, the petition must be sent, between the publication of the tender notice and the opening of the bids:
2. to the **Contracting Authority**, with a copy to the Authority in charge of Public Contracts and the body in charge of regulating Public Contracts;
3. it must reach the **Contracting Authority** no later than fourteen (14) working days before the date of the opening of bids;
4. **the Contracting Authority** has five (5) working days to react. A copy of his response is forwarded to the Authority in charge of Public Contracts and the body in charge of regulating Public Contracts;
5. in the event of disagreement between the petitioner and the **Contracting Authority**, the petitioner shall take the matter to the Petitions Review Committee.
6. This petition does not have suspensive effect.

**Article 8- Modifications on the Tender File**

1. The Project Owner or the Delegated Project Owner may, at any time before the deadline for submission of bids and for any reason, either on its own initiative or following a referral from a bidder, amend the Tender File by publishing an addendum.

8.2) Any addendum so issued shall form an integral part of the Tender File in accordance with the provisions of Article 6 of the RGAO and shall be communicated in writing or by any other traceable means to all bidders who bought the Tender File or **via COLEPS or any other electronic means of communication specified by the Project Owner in the Tender File**.

* 1. In order to give bidders enough time to take the addendum into account in preparing their bids, the Project Owner or Delegated Project Owner may extend the deadline for submission of bids as much as necessary, in accordance with the provisions of Article 19 of the RGAO.

#### C. PREPARATION OF BIDS

**Article 9- Bidding fees**

The candidate shall bear all the costs related to the preparation and submission of his bid. The Project Owner or the Delegated Project Owner is in no way responsible for these costs, nor is he obliged to pay them, regardless of the progress or outcome of the bidding process.

**Article 10- Language of the offer**

The bid and every correspondence and documents between the Bidder and the Project Owner or Delegated Project Owner shall be in English or French. Additional documents and forms provided by the bidder may be written in another language provided that they are accompanied by an accurate translation into English or French by a professional translator; in which case, for the purposes of interpreting the tender, the translation shall be authentic.

**Article 11- Constituent documents of the tender.**

1. The tender submitted by the Bidder shall comprise the documents detailed in the RPAO, duly filled and grouped in three volumes:

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

It shall notably include:

a.1 All documents testifying that the Bidder:

* has complied with the declarations required by the laws and regulations in force;
* has paid all duties, taxes, dues, contributions, fees, royalties or levies whatsoever;
* is not in a state of judicial liquidation or bankruptcy;
* is not subject to any of the prohibitions or forfeitures provided for by the laws and regulations in force, both nationally and internationally.

a.2. The bid bond established in accordance with the provisions of Article 15 of the RPAO;

a.3. The written power of attorney empowering the signatory of the bid to commit the Company in accordance with the provisions of Article 5 of the RPAO

***b. Volume 2: Technical Proposal***

It shall notably include:

*b.1 Information on qualifications*

The RPAO specify the list of documents to be provided by bidders to justify the qualification criteria mentioned in Article 5 of the RGAO, notably the company's references, equipment, and staff list.

*b.2 Methodology*

The RPAO specify the constituent elements of the bidders' technical proposal, in particular: a methodological of an analysis of the services and specifying the organisation and programme that the bidder intends to put in place or implement to carry them out (data collection, deployment of experts, planning, subcontracting, where applicable, etc.).

*b.3. Evidence of having accepted the terms of the contract*

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

1. The Special Administrative Clauses (SAC);
2. The Terms of Reference (ToR).

*b.4 SAC and ToR Comments (optional)*

1. Bidders shall make comment on the technical choices of the project and any proposals.
2. When preparing the Technical Proposal, candidates are expected to review the constituent documents of this Proposal in detail. Obvious inaccuracy in the information provided may lead to the rejection of a proposal.
3. When preparing the Technical Proposal, candidates should pay particular attention to the following considerations:

i. If a candidate believes that he does not have all the skills required for the mission, he may obtain them by joining forces with one or more Individual candidate(s) and/or other candidates in the form of a group of undertakings or subcontracting, as appropriate. Candidates may only associate with other candidates solicited for the purpose of this mission with the approval of the Project Owner or Delegated Project Owner, as indicated in the RPAO. Candidates are encouraged to look for the participation of national candidates by entering into joint venture agreements (deeds) with them or by subcontracting part of the project to other Candidates:

ii. For work time-based missions, the estimate of staff working time is provided in the RPAO. However, the proposal must be based on the candidate's estimate of staff working time;

iii. It is advisable that the majority of the proposed specialised staff be permanent wage earners of the candidate or have a long-standing, stable working relationship with the candidate;

iv. The proposed specialised personnel must have at least the experience indicated in the RPAO, preferably acquired in working conditions similar to those in the country where the mission is to take place;

v. No specialised personnel may be proposed, and only one Curriculum Vitae (CV) may be submitted per position.

1. Reports to be produced by candidates under this mission must be drafted in the language(s) specified in the RPAO. It is advisable that the candidate's personnel should have a good working knowledge of English and French;
2. The Technical Proposal provides the following information using the attached Tables

(Document No. 4):

1. A brief description of the Candidate and an overview of his recent experience in similar tasks (Table 4B). For each mission, this summary should include the characteristics of the proposed personnel, the duration of the task, the amount of the contract and the candidate's share;
2. Any comments or suggestions on the Terms of Reference and the data, services and facilities are to be provided by the Project Owner or Delegated Project Owner (Table 4C);
3. A description of the methodology and the proposed working plan for the accomplishment of the mission (Table 4D)
4. The composition of the proposed team, per speciality, as well as the tasks assigned to each of its members and their timetable (Table 4E);

v. Curricula vitae recently signed by the proposed specialised personnel and the Candidate's representative authorised to submit the proposal (Table 4F). Key information should include, for each, the number of years of experience of the Candidate and the extent of responsibilities accomplished in various tasks over the last ten (10) years;

vi. Estimates of staff contribution (senior staff and support staff, time) required to complete the task, supported by bar charts showing the expected work time for each team member (Tables 4E and 4G);

vii. A detailed description of the method, staffing and follow-up envisaged for training, if the RPAO specifies that training is a major component of the task;

vii. Any other information requested in the RPAO.

1. The Technical proposal shall not contain any financial information.

**c) Volume 3: Financial proposal**

11.8- The Financial proposal shall include the elements to justify the cost of the services namely:

c.1. The original tender itself, drafted in accordance with the model or standard form attached, stamped at the current rate, signed and dated;

c.2. The tables of unit costs for personnel, reimbursable expenses and sundry expenses;

c.3. The duly completed detailed quantity and estimate;

c.4. The apportionment of costs and remuneration per activity;

c.5. The provisional payment schedule, where applicable.

11.9- Bidders shall use to this effect, the model documents, samples and forms provided for in the Tender File, subject to the provisions of Article 15 (2) of the RPAO regarding other possible forms of bid bonds.

* 1. The bidders shall indicate the rebates granted in their offer. If bidders submit tenders for more than one lot of the same Invitation to tender, in accordance with the provisions of the RPAO, they may indicate the rebates offered if they are awarded more than one lot, they shall specify the conditions for the application of this rebate.
  2. The Financial Proposal must be prepared using the Model tables (Document No. 5). It lists all the costs related to the mission. If necessary, all costs may be broken down per activity.
  3. The Financial Proposal must separately present taxes, duties (including social security contributions), dues, and other fiscal charges applicable by virtue of the legislation in force on candidates, subcontractors, and their personnel (other than nationals or permanent residents of Cameroon), unless otherwise specified in the RPAO.
  4. It is assumed that activities and inputs described in the Technical Proposal for which no cost is mentioned are included in the cost of other activities and inputs.
  5. Candidates shall price their services in the currency(ies) specified in the RPAO.
  6. Commissions and bonuses, if any, paid or to be paid by the Candidates in connection with the mission or service, are specified in the Financial Proposal submission letter (Section 5.A).
  7. The RPAO indicate how long proposals must remain valid from the date of submission. During this period, candidates must keep available the specialised staff proposed for the mission. The Project Owner or Delegated Project Owner shall do all what he can to successfully carry out negotiations within this period. If the latter wishes to extend the validity of the proposals, Candidates who do not agree may refuse such an extension.

**Article 12- Amount of the offer**

12.1. Unless otherwise specified in the Tender File, the contract price will cover all the services described in Article 1.1 of the RGAO, on the basis of the detailed Quantities and Estimates emerging from the unit costs and the breakdown of costs per activity as submitted by the Bidder.

12.2. The bidder shall complete the unit prices and total prices of all the items in the price schedule of and the detailed quantity and estimates.

12.3. Subject to the contrary provisions of the RPAO and SAC, all duties, taxes, dues and insurance payable by the Bidder under the future Contract, or otherwise, thirty (30) days before the deadline for submission of bids shall be included in the prices and total amount of his bid.

12.4. If price revision and/or updating clauses are provided for in the Contract, the date of establishment of the initial prices and the modalities for revising and/or updating such prices shall be specified. It is understood that no price revision may be made for any Contract with a maximum execution period of one (1) year.

12.5. The bidders shall indicate the rebates granted in their offers. Besides, they shall specify the conditions for the application of these rebates 12.6. All unit prices with quantities must be substantiated by sub-details drawn up in accordance with the conditions of the framework proposed in Document No. 7 of the Tender File.

**Article 13- Bidding and payment currencies**

13.1. In case of International Calls for Tenders, bid currencies must follow the provisions of either Option A or Option B below; the option applicable being the one retained in the RPAO.

13.2. Option A: the bid amount is entirely denominated in national currency.

The amount of the tender, the unit costs and the prices in the detailed list of quantities and estimates shall be denominated entirely in CFA francs as follows:

* 1. Prices shall be entirely in the national currency. The bidder who intends to incur expenses in other currencies for the execution of the services shall indicate in an annex to the tender of the percentage(s) of the tender amount necessary to cover the needs in foreign currencies, not exceeding a maximum of three currencies of the member countries of the institution financing the contract
  2. The exchange rates used by the Bidder to convert his bid into national currency shall be specified by the Bidder in an annex to the tender in accordance with the details of the RPAO. They shall be applied for all payments under the Contract, so that no exchange rate risk is borne by the successful Bidder.

13.3. Option B: The amount of the tender is directly denominated in national and foreign currency.

The unit costs and the prices in the detailed list of quantities and estimates shall be denominated by the bidder as follows

a. The costs of charges necessary for the services that the Bidder intends to incur in the country of the Project Owner or Delegated Project Owner shall be denominated in CFA francs as specified in the RPAO and referred to as “national currency”.

b. The costs of charges necessary for the services that the Bidder intends to procure apart from the country of the Project Owner or Delegated Project Owner shall be denominated in the currency of the Bidder's country or that of an eligible member country widely used in international trade.

13.4. The Project Owner or the Delegated Project Owner may request bidders to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total costs, and indicated in the annex to the bid, are reasonable; for this purpose, a detailed statement of its needs in foreign currencies will be provided by the bidder.

13.5. During the execution of the services, most of the outstanding foreign currencies of the contract price may be revised by mutual agreement between the Project Owner or the Delegated Project Owner and the company so as to take into account any changes in the needs of currencies under the contract.

**Article 14- Validity of offers**

14.1. Bids must remain valid for the period specified in the Special Regulations of the Call for Tenders (SRCT) from the bid submission date set by the Project Owner or Delegated Project Owner, pursuant to Article 19 of the General Regulations of the Call for Tenders (GRCT). A bid that is valid for a shorter period at the time of the bid opening session will be considered by the Tenders Board as non-compliant, unless the validity period of the bid bond is compliant. In this case, the bidder shall be given forty-eight (48) hours to produce a new tender letter compliant with the bid bond.

14.2. In exceptional circumstances, the Project Owner or Delegated Project Owner may request the Bidder's consent to an extension of the validity period. The request and the related responses shall be in writing (or by fax). The validity of the bid bond provided for in Article 15 of the GRCT will likewise be extended for a corresponding period. A Bidder may refuse to extend the validity of his bid without forfeiting his bid bond. A Bidder who agrees to an extension shall not be asked to or authorised to modify his bid.

14.3. Where the contract does not include a price revision clause and the bid validity period is extended beyond sixty (60) days, the amounts payable to the selected bidder will be updated by applying the relevant formula contained in the request for extension that the Project Owner or the Delegated Project Owner will send to the bidder(s).

The update period will run from the date the sixty (60) days are exceeded to the date of notification of the contract or of the works start-off administrative order to the successful bidder, as provided for in the SAC. The updating effect shall not be taken into account for the purpose of evaluating bids.

**Article 15- Bid bond**

15.1. Pursuant to Article 11 of the GRCT, the bidder shall provide a bid bond in the amount specified in the Special Regulations of the Call for Tenders, which shall form an integral part of his bid.

15.2. The bid bond shall be in conformity with the model set in the Tender File; other forms may be authorized by the Project Owner or the Delegated Project Owner. The Bid Bond shall remain valid for thirty (30) days beyond the initial bid validity deadline, or any new validity deadline requested by the Project Owner or the Delegated Project Owner and accepted by the bidder, in accordance with the provisions of Article 14.2 of the GRCT.

15.3. Any bid that is not accompanied by an acceptable Bid Bond will be rejected by the Tenders Board as incomplete. The bid bond for a joint venture must be in the name of the representative submitting the bid.

15.4. The bids of unsuccessful bidders (with the exception of the copy intended for the body in charge of regulating Public Contracts) will be returned within fifteen (15) working days of publication of the results of the award. Tenders not withdrawn within this period may be destroyed, without giving rise to any claim.

15.5. Bid bonds of unsuccessful bidders are returned upon publication of the award results.

15.6. The bid bond of the successful bidder shall be released upon the provision of the required final bond.

15.7. The bid bond may be seized:

a. If the bidder withdraws his bid during the validity period;

b. If the successful bidder:

i. Fails to fulfil his obligation to subscribe the contract in application of Article 32 of the GRCT;

ii. Fails to provide a final bond in accordance with Article 33 of the GRCT;

iii. Refuses to receive notification of the contract.

**Article 16- Preparatory meeting to establish bids**

1. Unless otherwise specified in the SRCT, the Bidder may be invited to attend a preparatory meeting to be held at the place and time specified in the SRCT.

b). The purpose of the preparatory meeting will be to provide clarifications and answers to any questions that may be raised at this stage.

c). The Bidder is requested, whenever possible, to submit any questions in writing so that they reach the Project Owner or Delegated Project Owner at least one week before the preparatory meeting. It may not be possible for the Project Owner or Delegated Project Owner to answer questions received too late in the meeting. In this case, questions and answers will be forwarded in accordance with the provisions of Article 2.3 above.

d. The minutes of the meeting with the attendance sheet attached, including the text of the questions asked and the answers given, including answers prepared after the meeting, will be sent without delay to all those who purchased the Tender File. Any changes of Tender File documents listed in Article 6 of the GRCT that may be necessary after the preparatory meeting will be made by the Project Owner or the Delegated Project Owner by issuing an addendum in accordance with the provisions of Article 8 of the GRCT, and the minutes of the preparatory meeting shall not serve this purpose.

e. Failure by a bidder to attend the preparatory meeting in order to establish bids, will not be a reason for disqualification.

**Article 17- Form, format, and signature of the tender**

**For offline submission,**

17.1. The Bidder shall prepare one original of each volume of the bid described in Article 11 of the SRCT clearly marked “ORIGINAL”. In addition, the Bidder shall submit for each volume the number of copies required in the SRCT, marked “COPY”. In case of discrepancy between the original and the copies, the original shall be authentic.

17.2. The original and all copies of the bid shall be written in indelible ink (in the case of copies, photocopies, as well as scanned copies, are also acceptable) and shall be signed by the person(s) duly authorized to sign on behalf of the Bidder, in accordance with Article 6.1(a) or 6.2(c) of GRCT, depending on the case. *All pages of the bid that contain overwriting or changes shall be initialled by the signatory or signatories of the bid.*

17.3. The tender must not contain any changes, deletions, or alterations.

**For online submission**

17.4 The tender should be submitted by the Bidder on the COLEPS platform or on any other electronic means of communication specified by the Project Owner in the TF. A back-up copy of the tender recorded on a USB flash drive or CD/DVD must be sent in a sealed envelope to the PO/DPO or AC concerned with the clear and legible indication “back-up copy”, in addition to the above-mentioned References of the invitation to tender within the set time limit.

17.5. Tenders, together with the required documents, are put to together in electronic files and grouped according to their administrative, technical, and financial nature. However, the administrative documents are entered into COLEPS by the issuing bodies.

17.6 The file formats chosen for the submission of tenders via COLEPS must be common formats widely used in the professional sector including the operators likely to be interested in the consultation, for better exploitation.

17.7. The documents transmitted via the COLEPS platform are signed electronically using the certificate.

**D. SUBMISSION OF BIDS**

**Article 18-** **Sealing and marking of tenders.**

18.1. Candidates must place the original and all copies of the administrative documents listed in the SRCT in an envelope clearly marked “ADMINISTRATIVE FILE”, the original and all copies of the Technical Proposal in an envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and the warning “DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL”. The Candidates shall then place these three separate sealed envelopes in a single sealed envelope, which shall bear the address of the place of submission of the bids and the information indicated in the SRCT, as well as the indication “TO BE OPENED ONLY AT THE BID OPENING SESSION”.

The individual parts of each volume shall be numbered in the order of the SRCT and separated by a coloured divider.

18.2. Internal and external envelopes:

a. Shall be addressed to the Project Owner or the Delegated Project Owner at the address indicated in the Special Regulations of the Call for Tenders;

b. Shall bear the name of the project and the subject and number of the tender notice indicated in the Special Regulations of the Call for Tenders, and the indication “TO BE OPENED ONLY AT THE BID OPENING SESSION”.

18.3. The internal envelopes shall also bear the name and address of the Bidder to enable the Project Owner or Delegated Project Owner to return the sealed bid if it is declared late offer in accordance with Articles 20 and 21 of the GRCT.

18.4. If the external envelope is not sealed and marked as described in Articles 18.1 and 18.2 above, the Project Owner or Delegated Project Owner will not be responsible if the bid is missing or opened prematurely.

18.5 Within the context of the online submission, the tender to be provided by the bidder comprises three electronic files corresponding to the three volumes of administrative, technical, and financial offers.

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

At the same time with the electronic submission, bidders must send to the Contracting Authority or to the PO/DPO within the same time limit, a backup copy of their offer on a physical electronic medium (CD, DVD, USB key, etc.). This copy shall be sent by post or deposited at the premises of the Contracting Authority or the PO/DPO. This sealed envelope must be clearly and legibly marked "backup copy", as well as the consultation references.

* 1. The constituent elements of the bidder's online or offline Offer must be the same for a given consultation.

**Article 19- Date and time limits for the submission of bids and method of submission**

**19.1- Date, time limits for the submission of bids**

a. Bids must be received by the Project Owner or Delegated Project Owner through their internal public contracts administrative management entity at the address specified in Article 18 (2) of the SRCT no later than the date and time specified in the Special Regulations of the Call for Tenders.

b. The date and time of receipt of online bids are automatically recorded by the dematerialization platform through a time-stamping mechanism. Only the date and time of COLEPS or any other electronic means of communication indicated by the Project Owner are authentic.

c. For time stamping, the reference time zone is local time (GMT/UTC + 1). This time is visible on the submission page.

d. The Project Owner or Delegated Project Owner may, at his discretion, extend the deadline set for submission of bids by issuing an addendum in accordance with the provisions of Article 8 of the SRCT. In this case, all rights and obligations of the Project Owner or Delegated Project Owner and Bidders previously governed by the original deadline will be governed by the new deadline.

19.3 Bids submitted by electronic means shall be evidenced by acknowledgement of receipt indicating the date and time of receipt as well as the references of the consultation.

**19.2. Method of submission**

Three methods of submission are possible:

* Online: only online submissions are accepted for this consultation by the Contracting Authority and are authentic.
* Offline: only offline submissions are accepted for this consultation by the Contracting Authority and are authentic.
* On/offline. Both methods of submission are possible. However, it is not possible to bid online and offline for the same consultation.

The selected method of submission is specified in the SRCT.

**NB:** When submitting online, bidders' tenders are automatically encrypted, that is, their content is rendered unreadable.

**Article 20- Late offers**

Any bid received by the Project Owner or the Delegated Project Owner after the deadline set for the submission of bids in accordance with Article 19 of the GRCT will be declared late offer and, therefore, inadmissible.

**Article 21- Modification, replacement, and withdrawal of bids**

**For offline submissions,**

21.1. A Bidder may modify, replace or withdraw his bid after submission, provided that the written notification of the modification or withdrawal is received by the Project Owner or the Delegated Project Owner before the end of the deadline set for the submission of bids. Such notification must be signed by an authorized representative in accordance with Article 17.2 of the GRCT. The modification or the corresponding replacement offer must be attached to the written notification. The envelopes must be clearly marked “WITHDRAWAL” and “REPLACEMENT OFFER” or “MODIFICATION”.

21.2. Notification of modification, replacement, or withdrawal of the tender by the Bidder shall be prepared, sealed, marked, and sent in accordance with the provisions of Article 18 of the GRCT. The withdrawal may also be notified by fax or e-mail but must be confirmed by a duly signed written notification, and whose date and the stamp post office are authentic, no later than the deadline set for the submission of bids.

21.3. Tenders that Bidders request to be withdrawn in accordance with Article 21.1 will be returned to them unopened.

21.4. No bid may be withdrawn between the deadline set for the submission of bids and the expiry of the bid validity period specified in the model tender. Any withdrawal by a Bidder of his bid during this interval shall leads to the forfeiture of the bid bond in accordance with the provisions of Article 14 of the GRCT.

**For online submission**

21.5 Several bids may be validly submitted by the same Bidder before the deadline for receipt of bids. In this case, only the last one to arrive and its corresponding back-up copy, if any, will be considered for evaluation; any other back-up copies must be returned unopened.

21.6 The modification, replacement or withdrawal of the back-up copy is done in accordance with the provisions of Article 22 paragraphs 3 to 4.

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

**Article 22- Opening of envelopes and petitions**

22.1) Prior to the opening of envelopes, tenders submitted electronically are decrypted by the contracting authority. Decipherment consists in making the bids readable and accessible only to the Tenders Board.

* 1. . All bids are opened in two stages in the presence of the representatives of the bidders concerned or their duly authorised representatives, on the date, time and address indicated in the SRCT. Bidders or their representatives who are present shall sign a register or an attendance sheet testifying their presence.

22.3. The administrative files and technical bids are first opened one after the other and the name of the bidder announced to the hearing of everyone by the Tenders Board. The Financial Proposal remains sealed and handed over to the Chairperson of the relevant Tenders Board who keeps it until the opening of the financial proposals.

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

22.5- At the same time as the minutes of the opening of the bids, a signed bids opening sheet shall be drawn up on the spot, mentioning the admissibility of the bids, their administrative regularity, prices, rebates, and time-limits, as well as the composition of the Evaluation Sub-committee, if any. However, the information relating to the said composition remains internal to the Tenders Board.

At the same time with the minutes of the opening of bids, a bid opening sheet signed by all members of the board to which is attached an attendance sheet signed by all the participants is handed over to each bidder who makes the request.

* 1. Secondly, only the financial bids of tenderers who have achieved the minimum technical score required are opened in the presence of the bidders concerned.
  2. At the end of each bid-opening session, the chairperson of the Tenders Board initials a copy of each of the bidders' tenders, which will be handed over immediately to the focal point designated by the body in charge of the regulation of public contracts. Tenders and the modifications received in accordance with the provisions of Article 21 of the GRCT that have not been opened and read aloud during the bid opening session may not be submitted for evaluation.
  3. In the event of a petition, it must be addressed to the Petitions Review Committee with copies to the Project Owner or Delegated Project Owner, the chairperson of the relevant Tenders Board, the body in charge of regulating public contracts and the Authority in charge of Public Contracts.
  4. It should reach within a maximum period of three (3) working days after the opening of the bids, in the form of a letter duly signed by the petitioner.

22.10-This petition which does not have a suspensive effect can relate only the to the implementation of this stage, especially compliance with procedures and the regularity of the verified documents.

22.11- Where applicable, the Independent Observer shall attach to his report, the sheet of paper that was handed over to him, together with any comments or observations relating thereto.

22.12- The opening of bids transmitted electronically and those in hard copy shall be done during the same session. The opening and the examination of the bids transmitted electronically shall be subject to the rules applicable to the processing of offers.in hard copy.

**Article 23- Confidential nature of the procedure**

23.1. No information relating to the examination, evaluation, comparison of bids, verification of the qualification of bidders, and award proposal of the Contract shall be disclosed to bidders or to any other person not concerned with the said procedure until the Contract award has been made public, under pain of disqualification of the Bidder's tender and suspension of the perpetrators from all activities in the Public Contracts sector.

23.2. Any attempt by a bidder to influence the Bid-evaluation Sub-committee in the evaluation of bids, the Tenders Board in the award proposal, or the Project Owner or Delegated Project Owner in the award decision may lead to the rejection of his bid.

23.3. Notwithstanding the provisions of Paragraph 23.2, if a bidder, between the opening of bids and the contract award wishes to contact the Project Owner or the Delegated Project Owner for reasons relating to his bid, he should do so in writing.

**Article 24- Clarification on the offers at the evaluation phase**

24.1. To ease the examination, evaluation and comparison of bids, the Chairperson of the Tenders Board may, on the proposal of the Evaluation Sub-committee, request bidders, administrations, or relevant bodies give clarifications on the bids. The request for clarification and the response shall be made in writing or through COLEPS or any other means of communication indicated by the Project Owner or Delegated Project Owner, with a copy to the body in charge of regulating Public Contracts, but no change in the amount or content of the tender with a view to making it more competitive shall be sought, offered, or authorised.

The request for clarification must aim especially at finding an information contained in the tender, verifying the accuracy of the information provided by a candidate where necessary, to issuing administrations, requesting the bidder to confirm the correction of calculation errors or omission discovered, bringing precision on the technical aspects not understood by the Evaluation Sub-committee or on the content of the price sub-detail, or justifying the prices of offers deemed abnormally low.

24.2. The time limit for responding to requests for clarification shall not exceed seven (7) working days.

24.3 Subject to the provisions of paragraph 1 referred to above, bidders shall not contact the members of the Tenders Board and the Sub-Committee for matters relating to their bids between the opening of the bids and the award of the contract.

**Article 25- Determining the conformity of offers**

25.1. The Bid-evaluation Sub-committee shall first verify the eligibility of the bidders and carry out a detailed examination of the bids to determine if they are complete, if the required guarantees have been provided, whether the documents were properly signed, and if generally the offers are in proper order.

25.2. The Evaluation Sub-committee shall then determine if the offer largely in conformity with the provisions of the Tender File based on its content without recourse to extrinsic evidence. As such, the Evaluation Sub-committee shall:

* review the offer to confirm that all the requirements specified in the SRCT and SAC have been accepted by the Bidder without substantial discrepancy or reservation;
* evaluate the technical aspects of the bid submitted in accordance with clause 11.1.b of the GRCT to ensure that all the provisions of the methodological note relating to an analysis of the services and specifying the organisation and the programme that the Bidder intends to put in place or implement to carry them out, are respected without any substantial discrepancy or reservation.

25.3. A bid that substantially conforms to the Tender Files shall be an offer that complies with all the terms, conditions, and specifications of the Tender File, without any substantial divergence or reservation. A substantial divergence or reservation is that:

1. which substantially limits the scope, quality or performance of the services;
2. which substantially limits, in contradiction with the Tender Files, the rights of the Project Owner or the Delegated Project Owner or his obligations under the Contract;
3. whose such that acceptance or correction would unfairly affect the competitiveness of other bidders who have submitted bids that substantially comply with the Tender File.

25.4. If a an offer is not substantially in conformity with the Tender File, it shall be rejected by the relevant Tenders Board and shall not be eventually rendered in conformity.

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

**Article 26- Evaluation of proposals and petitions**

* 1. **Evaluation of Technical proposals**

1. The Evaluation Sub-committee put in place by the Tenders Board shall examine the technical proposals based on their compliance with the Terms of Reference, using the evaluation criteria, sub-*criteria [as a rule, not more than three per criterion]* and point system specified in the SRCT. Each compliant proposal is awarded a technical score (Ts). A proposal is rejected at this stage if it does not meet the important aspects of the Terms of Reference or does not achieve the minimum technical score specified in the SRCT.
2. At the end of the technical quality evaluation, the Project Owner or Delegated Owner shall notify candidates whose proposals have not reached the minimum qualification score that their bids have been unsuccessful, and their financial proposals will be returned to them unopened on request at the end of the selection process. The Project Owner or the Delegated Project Owner shall at the same time notify the Candidates who have obtained the minimum qualification score and inform them of the date, time, and place where the financial proposals will be opened. This notification may be sent by registered mail, fax or e-mail.
   1. **Evaluation of financial bids**
3. The Evaluation Sub-committee shall determine whether the Financial Proposals are complete (that is., whether all elements of the corresponding Technical Proposal have been costed); correct any calculation errors; and convert the prices expressed in the various currencies in which the amount of the offer is payable in CFA francs. The conversion shall be made using the selling rate set by the Bank of Central African States (BEAC), under the conditions defined by the SRCT.
4. Only tenders that are recognised as compliant, in accordance with the provisions of Articles 25 and 26 of the GRCT, will be evaluated and compared by the Evaluation Sub-committee.
5. When evaluating the offers, the sub-committee will determine for each tender the evaluated amount of the tender by adjusting its amount as follows:
   1. By correcting any calculation or reporting errors;
   2. By excluding the provisional amounts and, where applicable, the contingency amounts appearing in the summary of the Detailed quantity and estimate, but by adding the amount of works under State supervision, where competitively priced as specified in the SRCT;
   3. By converting the amount resulting from the rectifications (i) and (ii) above into a single currency, in accordance with the provisions of Article 13 of the GRCT;
   4. By adjusting appropriately, on technical or financial basis, any other quantifiable modification, divergence or reservation;
   5. By taking into consideration the various execution time frames proposed by the bidders, if allowed by the SRCT;
   6. Where applicable, in accordance with the provisions of Article 11 (8) of the GRCT and the SRCT, by applying the rebates offered by the Bidder for the award of more than one lot, if this tender is launched simultaneously for several lots.
6. The estimated effect of the price revision formulae contained in the GAC and SAC, applied during the execution period of the Contract, shall not be considered in the evaluation of bids.
7. On proposal the of the Evaluation Sub-committee, the Chairperson of the Tenders Board may request clarifications on the offers from bidders, the relevant authorities and institutions.
8. If an offer is deemed abnormally low, a Tenders Board may propose to the Project Owner or Delegated Project Owner not to award the contract to the bidder concerned.
9. In the event where the justifications provided by the candidate are deemed unacceptable, the body responsible for regulating public contracts shall examine the proofs and submit its findings to the Project Owner or Delegated Project Owner within seven (7) working days of the referral by the Project Owner or Delegated Project Owner.
10. The evaluation shall be made without considering taxes, duties, fees and other fiscal charges as defined in paragraph 3.7.
    1. **Selection of the successful bidder**

Selection shall be based on the quality-cost ratio. For this purpose, the lowest priced compliant Financial Proposal (Fm) receives a financial score (Fs) of 100 points. The financial scores (Fs) of the other Financial Proposals are calculated as indicated in the SRCT. Proposals are ranked according to their combined Technical (Ts) and Financial (Fs) Scores after introducing the weighting (T being the weight given to the Technical Proposal and P being the weight given to the Financial Proposal, that is. T + P being equal to 100, as indicated in the SRCT. The Candidate with the highest overall combined technical and financial score is proposed for award or invited for negotiation by the Project Owner, where necessary.

* 1. **Petitions at the award stage**

Bidders who are not qualified after the evaluation of the technical offers may lodge a petition to the Petitions Review Committee, with a copy to the Project Owner or Delegated Project Owner, the Chairperson of the relevant Tenders Board and the Authority in charge of Public Contracts.

The petition should be filed within a maximum period of three (3) working days after the financial bid opening session.

**Article 27- Correction of errors**

27.1. The Evaluation sub-committee shall verify the offers considered essentially compliant with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify errors as follows:

a. If there is a contradiction between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, in the opinion of the Evaluation Sub-Committee, the decimal point in the unit price is obviously badly placed, in which case the total price indicated shall prevail and the unit price corrected;

b. If the total obtained by the addition or subtraction of the sub totals is not exact, the sub totals shall be authentic and the total corrected;

c. If there is a contradiction between the price indicated in words and in figures, the amount indicated in the Sub-Detail shall be considered. In the absence of a Price Sub-Detail, the price stated in words shall prevail subject to paragraphs (a) and (b) above.

27.2. The amount featuring in the offer shall be corrected by the Evaluation Sub-Committee in accordance with the above-mentioned error correction procedure and, with the Tenderer's confirmation, the said amount shall be considered to commit him.

27.3. If the bidder who submitted the offer assessed as being the best offer does not accept the corrections, his offer shall be rejected and his guarantee may be seized.

**Article 28- Negotiations**

28.1. Negotiations shall take place at the address indicated in the SRCT, between the Project Owner or the Delegated Project Owner and the candidate whose proposal is selected, with the aim of reaching a satisfactory agreement on all aspects and signing a contract.

Under no circumstances may negotiations be conducted with more than one candidate at a time, nor on the concerned unit prices. These negotiations shall be sanctioned by minutes signed by both parties;

Negotiations with the candidates must not have the effect of substantially modifying the scope, nature, consistency, or quality of the services. In any event, the financial incidence of the modifications on the offer may not exceed fifteen percent (15%) of the offer.

28.2. Negotiations include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Candidate to improve the Terms of Reference. The Project Owner or Delegated Project Owner and/or the Project Owner and the Candidate then conclude the final Terms of Reference, staffing, and bar charts showing activities, staff used, and time spent in the field and at the headquarters, working time in months, logistics and the conditions with regard to drafting reports. The agreed work plan and final terms of reference are then incorporated into the “description of services”, which forms part of the contract. Particular care should be taken to ensure that the successful candidate offers the maximum he can within limits of the budget available and that the information required from the Project Owner or Delegated Project Owner to ensure the successful performance of the mission is clearly defined.

28.3. The financial negotiations shall aim especially at specifying the Candidate's tax obligations (if any) in the Republic of Cameroon and how they are taken into account in the contract; they also include the agreed technical modifications on the cost of services.

**In any case, the financial incidence of the modifications on the offer may not exceed 15% of the offer.**

28.4. Having based his choice of Candidate, among other things, on an assessment of the proposed specialised personnel, the Project Owner or Delegated Project Owner intends to negotiate the contract on the basis of the experts named in the proposal. Prior to contract negotiation, the Project Owner or Delegated Project Owner shall require assurance that these experts are available. It does not take into account any replacement of such personnel during the negotiations unless both parties agree that such replacement has been made unavoidable by undue lengthy delay in the selection process, or that such replacements are essential to the realisation of the mission's objectives. If this is not the case, and if it is established that the Candidate has proposed a key person without making sure of his availability, that Candidate may be disqualified.

28.5 Any negotiation initiated, regardless of the outcome, must be marked by minutes signed by both parties, a copy of which is sent to the body responsible for regulating public contracts. If the negotiations fail, the Project Owner or Delegated Project Owner shall invite the Candidate whose proposal was ranked second to negotiations.

**F. Award**

**Article 29- Award**

29.1 Once the negotiations have been satisfactorily conducted, or upon receipt of the final award proposal from the relevant Tenders Board (except in the case of suspension of the procedure), the Project Owner or the Delegated Project Owner shall award the contract to the Bidder whose tender has been found to be substantially in accordance with the Tender File and who has the technical and financial capacity to execute the contract satisfactorily, and whose tender has been assessed as the best offer by combining the technical, financial and aesthetic criteria, including any rebates offered, as the sae may be.

29.2 If, in accordance with the provisions of Article 11(10) of the GRCT, the call for tender is for several lots, the best offer shall be determined by evaluating this contract in conjunction with the other lots to be awarded concurrently, taking into account the rebated granted by bidders in the event of the award of more than one lot.

If the Call for Tender covers more than one lot, award shall be made in accordance with the prescriptions of the SRCT (check or integrate, from the GRCT works)

29.3 In all cases, any contract award shall be materialised by a decision of the Project Owner or Delegated Project Owner and notified to the successful bidder within a maximum period of seventy-two (72) hours from the date of signature.

**Article 30- Unfruitfulness or cancellation of a procedure**

30.1 The Project Owner or the Delegated Project Owner reserves the right to cancel an invitation to tender or declare a call for tenders unfruitful after opinion with the relevant Tenders Board without any claim.

However, where bids have already been opened, cancellation is subject to the approval of the Authority in charge of Public Contracts.

30.2 The Project Owner or Delegated Project Owner notifies the decision to cancel or declare the invitation to tender unfruitful to the Chairperson of the Tenders Board, with copy to the body in charge of regulating public contracts.

* 1. In case of allotment, the provisions of the above paragraphs shall apply to each of the lots.

**Article 31- Notification for the award of the contract**

31.1 Any contract award is materialised by a decision of the Project Owner or Delegated Project Owner and notified to the successful bidder within a maximum period of seventy-two (72) hours from the date of signature.

31.2. Before the expiry of the validity period of the offers set by the SRCT, the Project Owner or Delegated Project Owner shall notify the successful bidder by fax confirmed by registered mail or by any other means that his offer has been retained. This letter shall indicate the amount that the Project Owner or Delegated Project Owner will pay to the administration's contracting partner for the execution of the services and the execution time limit.

**Article 32- Publication of award results and petitions**

32.1. The Project Owner or the Delegated Project Owner has a period of five (5) working days to sign the award decision and publish the results from the date of receipt of the final award proposal from the relevant Tenders Board, except in the event of suspension of the procedure.

32.2. Any public contract award decision by the Project Owner or Delegated Project Owner shall be published, with an indication of the price and deadline, in the public contracts Logbook published by the body in charge of regulating public contracts or in any other authorised newspaper.

32.3. As soon as the award results are published, the Project Owner or Delegated Project Owner shall send to each bidder who so requests, an excerpt of the evaluation report concerning him.

32.4 After publication of the award result, bids that are not withdrawn within a maximum period of fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulating public contracts shall be kept if it was not collected on the spot.

32.5. In the event of a petition, it must be addressed to the Petitions Review Committee with copies to the Project Owner or Delegated Project Owner, the chairperson of the relevant Tenders Board, the body in charge of regulating public contracts and the Authority in charge of Public Contracts.

It must be filed within a maximum period of five (5) working days after the publication of the results.

32.6 This petition may lead to the suspension of the procedure at the discretion of the body in charge of regulating public contracts

**Article 33- Signing of the Contract**

33.1. After publication of the results, the draft contract shall be subscribed by the successful bidder and submitted to the Project Owner or Delegated Project Owner for signature.

For mutual agreement contracts, the draft contract subscribed by the successful bidder shall be submitted to the relevant Tenders Board for review and adoption and, where appropriate, to the relevant Central Contracts Control Board for opinion.

33.2 The successful bidder has fifteen (15) working days from its receipt to subscribe the contract or the jobbing order. Beyond this period, the Project Owner or the Delegated Project Owner reserves the right to cancel the award decision after a formal notice to the successful bidder has remained unanswered and the prior approval of the Authority in charge of Public Contracts. In this case, the bid bond is forfeited and the contract awarded to the candidate ranked second.

33.3. The Project Owner or Delegated Project Owner has a period of five (5) working days to sign the contract:

- from the date of receipt of the draft contract resulting from the call for tender or request for quotation, subscribed by the successful bidder and opinion of the relevant Central Contracts Control Board where necessary;

- from the date of receipt of the draft mutual agreement contract subscribed by the successful bidder after the opinion of the relevant Internal Tenders Board, or the relevant Central Contract Control Board, where applicable.

33.4. The contract must be notified to its holder within five (5) working days of the its date of signature.



**Article 34-** **Final Bond**

The guarantee retention or the performance bond is not required for non-quantifiable services contracts and intellectual services.

**DOCUMENT No.3:** **SPECIAL REGULATIONS OF THE** **CALL FOR TENDERS (SRCT)**

**Note relating to the Special Rules governing the Call for Tenders**

The purpose of Document No.3 is to help the Project Owner or Delegated Project Owner to provide the specific information corresponding to the clauses of the GRCT featuring in document No.2. This information must be given for each contract.

The Project Owner or Delegated Project Owner must specify in the Special Regulations of the Call for Tenders the information and conditions specific to his situation, the award process, the applicable rules concerning the amount and currency of the offer, and the bid evaluation criteria which will be used. When preparing this document, special attention should be paid to the following aspects:

* 1. Information which specifies and supplements the articles of Document No.2 must be included.
  2. The amendments and/or additions to the Articles of Document No.2, if any, provided by the specific conditions of the relevant contract, shall also be included.
  3. The provisions of the GRCT not repeated in the SRCT remain applicable
  4. The articles of the GRCT repeated in the SRCT must maintain the same numbers.

This Document must be filled by the Project Owner or Delegated Project Owner before the publication of the Tender File. The following provisions, which are specific to the services subject of the invitation to tender, supplement or clarify the provisions of the General Regulations of the Call for Tender.

In case of conflict, the provisions below shall prevail over those of the General Regulations of the Call for Tender. The numbers in the first column refer to the corresponding Article of the General Regulations of the Call for Tender. The provisions of the GRCT that are not repeated in the SRCT remain applicable.

**SPECIAL RULES GOVERNING THE CALL FOR TENDERS**

This document must be filled by the Project Owner or the Delegated Project Owner before the consultation is launched. The following provisions, which are specific to the services subject of the invitation to tender, supplement or, where appropriate, clarify the provisions of the GRCT.

**In the event of conflict, the provisions below shall prevail over those of the GRCT.**

The numbers in the first column refer to the corresponding article of the GRCT

*[Instructions are provided, where appropriate, and are indicated in italics].*

| References of the GRCT. | | Description of the provision of the Special Regulations |
| --- | --- | --- |
| 1.1 | | **A. GENERALITIES.**   * Name and address of the Project Owner or Delegated Project Owner * Reference of the Call for Tender: * Number of lots:   **Definition of services**  The services include:   * ……….; * ………. ;   *[Insert a summary description of the services and specify their relationship with the other contracts of the Project. In the case of allotment, specify the subject and describe the consistency of each lot]* |
| 1.3 | | The estimated deadline for the execution of the services is:  This deadline for each of the tranches, (where necessary) starts from the date of notification of the administrative order to commence service s. |
| 1.4 | | Name, objectives and description of the mission: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The mission has several phases: Yes \_\_\_ No \_\_\_ [if yes, indicate which]  Conference prior to the preparation of proposals: Yes \_\_\_ No \_\_\_  *[If yes, indicate the date, time and venue]*  Name(s), address(es), and telephone number(s) of the Project Owner's or Delegated Project Owner's Services Official(s). |
| 1.5 | | The Project Owner or Delegated Project Owner provides the following information: *[To be specified]*   * ………. ; |
| 1.6 | | The Project Owner or Delegated Project Owner considers the need to ensure some continuity for downstream activities: Yes \_\_\_ No \_\_\_  *[If yes, specify in the terms of reference the scope, nature and schedule of future activities, and indicate here how this will be taken into account in the evaluation].* |
| 2 | | Source(s) of funding  The services covered by this call for tenders shall be financed by: The services subject of this invitation to tender shall be funded by ..............................  Budget: ........................Financial year ...................Line .............  *[Insert for externally funded contracts, the name of the Borrower and indicate, where applicable, his relationship with the Project Owner or Delegated Project Owner, as indicated in the Preselection Notice. Also indicate the exact name of the Project].* |
| 4.2 | | The Call for Tenders is Opened/or restricted *[to be specified]* |
| 4.3 | | The candidates on the following list are qualified to participate in this consultation:  *[Indicate, in the case of restricted call for tender, the list of pre-qualified candidates, or the relevant categorisation]:* |
| 6.4  7.1 | | Information required to demonstrate that the national preference eligibility criteria have been met: [If applicable].    Clarifications may be requested\_\_\_\_ [specify number] days before the bid opening date.  Requests for clarification should be sent to the following address:  *[Insert full address]* Fax P.O Box  \_\_\_\_\_\_\_\_E-mail : \_\_\_\_\_\_\_\_\_ |
| 10 | | Language of offer: *[insert “English”, or “French”  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| Proposals must be submitted in the following language(s):  English or French |
| 11.1 | | The bidder shall produce an offer grouped into three-volumes and presented as follows:  ***Envelope A-Volume I: Administrative documents***   * **For national bidders,** they shall include the following documents as mentioned in the point 11.a) of GRCT notably:   a. The declaration of intention to tender, stamped and signed by the legal representative or duly appointed representative;  b. The group agreement-------------(specify the form of the notarised group or private agreement, and specifying the representative, if applicable (in case of several group);  c. The power of attorney, if applicable;  d. Signing empowerment, where applicable;  e. A certificate of non-bankruptcy issued by the Court of First Instance or any other document issued by the competent institution of the foreign tenderer's country of residence dated less than three (3) months prior to the date of submission of tenders;  f. An attestation of the tenderer's paying bank, issued by a bank approved by the Ministry of Finance of Cameroon, unless otherwise provided for in the financing agreement; (in the case of joint contracting, each member of the group must provide the attestation of the paying bank relating to the contract, subject of the lot for which it is the holder).  g. The purchase receipt of the tender file of a non-refundable sum of ....................................... CFA francs from ........................................ CFA francs [insert amount in figures and in words] payable to [Place of payment of the TF purchase fees: [to the Public Treasury for public administrations and to the CAS-ARMP Special Account for other contracting authorities unless expressly exempted]. |
|  | | h. A hand-endorsed bid bond (model attached) of an amount of \_\_\_\_\_\_\_\_CFA francs, valid for \_\_\_\_\_\_\_\_\_month, issued by.....a body or financial institution approved by the Minister in charge of finance to issue bonds for public contracts, a list of which appears in Document 13 of the TF, or any other form provided for by the regulations in force (certified cheque, bank cheque, legal mortgage), unless otherwise provided for in the financing agreement;  i. A non-exclusion certificate from public contracts issued by the body responsible for regulating public contracts, bearing the number and subject of the invitation to tender;  j. the certificate of categorisation, where applicable  j. A Clearance certificate issued by the National Social Insurance Fund mentioning the subject and references of the Invitation to Tender and certifying that the bidder has met all his social obligations vis-à-vis the Fund dating less than three months from the date of signature of the said certificate;  k- A Clearance certificate issued by the competent authority of the tax administration stating that the tenderer has met all the statutory declarations in issues of taxes for the current financial year, dated less than three months.  l- -A copy of the trade register certified by the relevant authority of the legal administration   * a certified and valid plan and certificate of location;   In the case of a group, each member of the group must submit a complete administrative file, with documents a, f, g and h being submitted only by the representative of the group.   * **For foreign bidders:**   They will be exempted from producing the documents to which they are not subject; in particular, they must produce documents certifying:   * that they are not in a situation of judicial liquidation or bankruptcy; * they are not subject to any of the prohibitions or forfeitures provided for by the laws and regulations in force, both nationally and internationally; * they have subscribed the declarations required by the laws and regulations in force.   - If a bid bond issued by a foreign financial institution is produced, it is acceptable provided that the financial institution appoints a local correspondent authorised by the Minister of Finance to act as guarantor in the event the bond is caused to have effect.  **NB: Under pain of rejection, the documents in the administrative file required must be produced in originals or in certified true copies by the issuing services or the competent administrative authority, in accordance with the provisions of the Special Regulations of the Invitation to Tender. They must be valid on the original deadline for submission of tenders**   * 1. **- Envelope B Volume 2**: Technical file   The technical file will contain the following documents referred to in 11.-b of the GRCT:   1. A tender letter of the Technical Proposal (Table 6A); 2. A brief description of the Candidate and an overview of its recent experience in similar assignments (Table 6B). For each assignment, this summary must indicate, in particular, the characteristics of the proposed personnel, the duration of the assignment, the amount of the contract and the Candidate's share;   *the references must be accompanied by supporting documents, notably:*   * *Copies of the first and last pages of the contract;* * *Final or provisional acceptance report;* * *Certificate of proper execution, signed by the Project Owner where applicable;* * *Other supporting documents, if applicable and to be specified.*   *-* Within the framework of the award of contracts falling under the jobbing order threshold, and when expressly provided for in the consultation file, the references of the promoter or of a technical official of a newly created national Small and Medium-sized Enterprise will be substituted for those of the legal entity when the latter does not yet have the required number of years of experience or references.  3- Any comments or suggestions on the Terms of Reference and the data, services and facilities to be provided by the Project Owner or Delegated Project Owner (Table 6C);  4- A description of the proposed methodology and work plan for the assignment (Table 6D);  5-The composition of the proposed team, per speciality, as well as the tasks assigned to each of its members and their timetable (Table 6E)  ***NB: Attach, for the personnel proposed, a copy of certificate and experience supporting documents, namely:***   * certified true copy of certificate less than three (3) months old; * attestation of presentation of the original of the certificate; * attestation of registration with the national orders, where applicable; * attestation of availability of the expert, signed and dated; * Curriculum vitae signed and dated by the expert; * certificates or employment contracts of the expert; * certification obtained from the expert, where applicable.   **NB**: **All the above-mentioned documents must be compliant, signed and dated less than three months from the original deadline for submission of tenders.**   * If applicable, curricula vitae recently signed by the proposed specialised personnel and the representative of the candidate authorised to submit the proposal (Table 6F). Key information should include, for each, the number of years of experience of the candidate and the extent of responsibilities exercised in various assignments over the last [specify] years; |
| 11.4  11.6  11.10  11.12  11.14  18.2  18.3  19.1 | | 6- Estimates of staff contributions (senior staff and support staff, time required to accomplish the assignment) justified by bar charts showing the work time provided for each team manager (Tables 6E and 6G);  7- A detailed description of the method, staffing and follow-up envisaged for training, if the SRCT specifies that this is a major element of the assignment.  8- an attestation of not having abandoned services during the last three years  9- the integrity charter;  10- commitment to comply with social and environmental clauses.  11 The tenderer shall submit duly initialled and signed copies, marked read and approved, of the following administrative and technical documents governing the contract:  - The Special Administrative Conditions (SAC)  - The Terms of Reference.  8- Materials to be used (if applicable)  - A list of small equipment required for the installation of equipment or the performance of quantifiable services, if applicable and to be specified.  **NB:** This list must be justified by producing certified copies of the vehicle registration documents for rolling stock, certified by the relevant issuing services, and the purchase invoice(s) for other equipment, certified by a relevant authority and showing the vendor's taxpayer’s number. If the equipment is to be hired, these supporting documents must be accompanied by an equipment hiring agreement signed by both parties.  9- Any other information requested in the SRCT.  **The Technical Proposal must not include any financial information.**  **Any offer that does not comply with the requirements of the TF will be rejected.**   |  | | --- | | **1.3. Envelope C Volume 3:** **Financial offer**  The financial proposal will contain two envelopes placed in a sealed envelope marked "FINANCIAL BID".   * A first envelope marked "FINANCIAL BID" and containing the documents listed below:  1. The original tender itself, drafter in accordance with the model or standard form attached, stamped at the current rate, signed and dated; 2. The tables of unit costs for personnel, refundable expenses and other sundry expenses signed and dated; 3. The unit price schedule signed and dated; 4. The duly filled detailed estimate, signed and dated; 5. The breakdown of costs and remuneration per activity, signed and dated; 6. Price sub-details signed and dated; 7. The provisional payment schedule, where applicable.   To this effect, the bidders shall use the documents and samples or standard forms provided for in the Tender File.   * a second envelope marked "SAMPLE FINANCIAL OFFER" and containing a sample copy of the financial offer marked as such.   If the tender is for several lots, the bidder must submit his financial offer in separate documents for each lot (To be specified).  [Specify, if applicable, whether the tenderer must attach the soft version of the offer in the case of physical submission of the offer].  In the event of any discrepancy between the information contained in the hard copy of the offer and that contained in the soft copy of the offer, the information contained in the hard copy of the offer shall be authentic.  ***N.B****: The different parts of the same file must be separated by coloured dividers both in the original and in the copies, so as to facilitate its examination.* | | i. Two short-listed consultants may join forces: Yes \_\_\_ No \_\_\_ | | ii. The number of work months of specialised personnel required for the mission or service is estimated at: | | iii. The key personnel must have at least the following experience: \_\_\_\_\_\_\_\_\_\_\_\_  [indicate title, number of years of experience, speciality] | | iv Training is a major element of this mission:  Yes \_\_\_ No \_\_\_ *[if yes, indicate which]* | | v. Other information to be provided in the technical proposal: | | *Taxes: Prices proposed should be all taxes inclusive [Indicate here, if applicable, the specific exclusion of taxes or duties that may be allowed in the offer price. This condition must be in compliance with the SAC.]* | | The local expenditure element must be indicated in national currency: Yes \_\_\_ No \_\_\_  *[In the context of this consultation, the currency(ies) of the tender is (are) defined according to option A (local currency only) or option B (local and foreign currencies) of article 15.1 of the RGAO].*  The exchange rate for converting the bidder's offer into local currency, as well as for converting future invoices into foreign currency, will be that [to be specified: for example. that of the BEAC notably on: \_\_\_  *[To be specified [choose a date that will not be more than twenty-eight (28) days before the deadline for submission of bids, nor later than the initial date of expiry of the period of validity of tenders; for example three working days before the date limit for the submission of offers)]]* | | Proposals must remain valid for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days [generally 60-90 days] after the date of submission, that is, up to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | *[Insert the number of days following the deadline for submission of tenders. This period must be realistic and allow enough time to evaluate the tenders, taking into account the complexity of the services, and to obtain the necessary references, clarifications and authorisations (including the Donor's "no objection") and notify the award of the contract. Normally, the validity period should not exceed one hundred and twenty (120) days.]* | | Consultants must submit one original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[indicate number] copies for each proposal:  *[Take into account the copy to be sent immediately after the opening of bids to the focal point designated by the body responsible for the regulation of public contracts.*  *[In the case of a Restricted Invitation to Tender (opening in 2 stages), the bidder shall provide a seventh copy of the copy of the financial bid, in a sealed envelope marked "sample offer", to serve as a sample offer destined to the body in charge of regulating public contracts for safekeeping].* | | The amount(s) of the Bid bonds(s) of bidders per lot (if applicable) shall be as …………………………………………………………………………… follows: | | **Online Tendering**  For the online submission, the maximum sizes of the documents that will transit on the platform and constitute the tenderer's offer are as follows:   * 5 MB for the Administrative Offer * 15 MB for the Technical Offer; * 5 MB for the Financial Offer;   The accepted formats are the following;   * PDF format for textual documents; * JPEG for images.   The candidates shall use compressor software in order to eventually reduce the sizes of the documents transmitted.  For the purposes of submitting bids, the address of the Project Owner or Delegate Project Owner to be used for sending bids is as follows;  Project Owner or Delegated Project Owner’s Service: [To be specified]  Address: [Insert the name of the street and the number of the building]  Postal code: [Insert the number of the postal code]  Floor/Office number: [Insert the floor and office number]  For electronic submission, the tender must be sent by the bidder on the COLEPS platform **or any other electronic means of communication indicated by the Project Owner.** A back-up copy of the tender recorded on a USB flash drive or CD/DVD must be sent to the services of the PO/DPO or AC in a sealed envelope with the clear and legible indication "back-up copy", in addition to the above-mentioned Reference within the set time limit.]  [For online submission, they must be sent electronically via the COLEPS platform available at the following address[*http://www.marchespublics.cm*](http://www.marchespublics.cm/) *or* [*http://www.publiccontracts.cm*](http://www.publiccontracts.cm/)*]*  ***Off-line Tendering***  *The three envelopes will be placed in a sealed envelope bearing the number and subject of the invitation to tender concerned and bearing no mention of the bidder's name.*  Each tender drafted in English or French in ------------------- (number of copies to be specified) of which one original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[indicate the number of copies and take into account the copy of the sample financial offer to be sent on the spot after the opening of the bids to the focal point designated by the body in charge of regulating public contracts] of each proposal marked as such, must be received at [Place of registration of bids], no later than [Deadline for receipt of bids] at [time limit] and must be marked as follows on the sealed envelopes:  *Number of the Call for Tender: National or International] [Opened or restricted] No.….... /*  *[Type : ONIT, ONIT, RIIT RNIT][PROJECT OWNER OR DELEGATED PROJECT OWNER*  ***TB or CCCB, where applicable)*** *[Financial year] of [Date of signature of the Tender Notice]*  *For the purposes of submitting bids, the address of the Project Owner or Delegate Project Owner to be used for sending bids is as follows;*  *Department of the Project Owner or Delegated Project Owner: [To be specified]*  *Address: [Insert the name of the street and the number of the building]*  *Postal code: [Insert the number of the postal code]*  *Floor/Office number: [Insert the floor and office number]*  ***The date and time limit for the submission of bids are as follows:***  *Date: [Insert the day, month, year;] Hour: 15 June 2005]*  *Hours [Insert hour;]*  *the reference time zone is the local time (GMT/UTC + 1) visible on the submission page.*  *Information to be added on the external envelope:* | | The Administrative File and the technical and financial proposals must be submitted to the following addresses, date and time: [To be specified] in the room [to be specified] on [to be specified] from \_\_\_\_\_\_\_\_\_\_\_\_ [to be specified]], local time, in the presence of the bidders or their duly authorised representatives.  -The opening of the administrative files and technical bids will take place on\_\_\_\_\_\_\_\_ [to be specified] by the Tenders Board of [to be specified] in the room [to be specified] on [to be specified] from [to be specified]], local time, in the presence of the bidders or their duly authorised representatives  --The opening of the financial offers of the candidates having obtained the minimum technical score required will take place on\_\_\_\_\_\_ [to be specified] by the Tenders Board of [to be specified] in the room [to be specified] on [to be specified] from [to be specified]], local time, in the presence of the tenderers or their duly authorised representative.  **Under pain of rejection, the documents in the administrative file required must be produced in originals or in certified true copies by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Rules for Invitations to Tender. They must be less than three (3) months old from the original date of submission of tenders or have been drawn up after the date of signature of the invitation to tender.**  In the event of the absence or non-conformity of a document in the administrative file at the time of the opening of the bids, the bidders concerned shall be given a period of forty-eight hours to produce or replace the document in question. Opening of Bids  The Tenders Board shall declare inadmissible and reject:   * Any tender submitted in insufficient numbers or in copies only, * - envelopes bearing indications on the identity of the bidders, * envelopes submitted after the date and time limits for submission of bids; * Envelopes not bearing the identity of the Call for Tender; * Envelopes non-compliant with the method of submission; * **Any offer that does not comply with the provisions of the Tender File;** * **The absence of a bid bond issued by a body or financial institution approved by the Minister in charge of finance to issue bonds for public contracts, or failure to comply with the model documents in the tender file, will lead to the outright rejection of the bid without any recourse**. A bid bond produced but having no connection with the consultation concerned is considered as absent. A bid bond presented by a bidder during the bid opening session is inadmissible; * In the case of a restricted invitation to tender, failure to submit the seventh copy of the financial offer, in a sealed envelope marked "sample offer" to serve as a sample offer to the body in charge of regulating public contracts, will result in the inadmissibility of the offer of the candidate concerned, as soon as the bids are opened by the Tenders Board.   *[The launching of the bid opening session must take place no later than one hour after the deadline for receipt of tenders fixed in the Tender File.]* | |
| 22.1 | |
| 26.1 | ***Tenders will be evaluated using the criteria below, for each lot selected by the bidder: It is understood that a criterion cannot be both eliminatory and essential.]***  ***- 1 Essential criteria***  *The eliminatory criteria define the minimum requirements to be met in order to be admitted to the evaluation according to the essential criteria. They must not be subject to notation. Failure to meet these criteria will result*  *in the rejection of the bidder's offer.*  *These include:*   * The absence of the bid bond at the opening of bids; * Failure to produce, above 48 hours after the opening of bids, a document in the administrative file deemed to be non-compliant or missing (except for the bid bond); * false declarations, fraudulent schemes or forged documents; * a technical score of less than X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [to be specified] points out of 100 (X refers to the qualification threshold for technical bids); * *the absence of a sworn statement for not having abandoned contracts during the last three years;* * *failure to comply with the format of the tender file for online submissions* * The absence of the categorisation certificate where applicable; * The absence of a quantified unit price in the financial; * Absence of an element of the financial offer (tender, BPU, DQE; * The absence of the integrity charter dated and signed; * The absence of the signed and dated commitment statement to comply social and environmental conditions; * Non-compliance with the profile of the head of mission, that is,   + Certificates [to be indicated by the PO or DPO] (GCE A/L+X, IT or telecoms, ...)   + Experience [Number of years of experience, Management of at least x similar projects, ...]   + Certifications [Project management, Best practices, IS security, ...] if applicable   + *[To be filled, where applicable]*.   **NB: Depending on the specificities of the services, other pertinent criteria may be added during the preparation of Tender Files.**  ***2 Essential criteria[[10]](#footnote-10)***  *The so-called essential criteria are those that are essential or key to judging the technical and financial capacity of the candidates to carry out the services that are subject to the call for tenders. These must be determined according to the nature and the consistency of services to be executed.*  *The procedures for validating a criterion on the basis of the number of sub-criteria met should be formally specified*  The technical offers will be evaluated out of one hundred (100) points according to the essential criteria, which will include the following:   * Presentation of the offer; * Reference of the bidder in the accomplishment of similar services; * The proposed methodology in line with the ToR; * Qualification and competence of the experts; * Solvency and financial capacity; * Necessary material (where applicable) * Evidence of having accepted the conditions of the contract   **NB:** Depending on the specificities of the services, other pertinent criteria may be added during the preparation of Tender Files.  Electronic bids will be evaluated after downloading them under the same conditions as offers in hard copy  ***Criteria and sub criteria of detailed evaluation***   * ***Eliminatory criteria***   ***The eliminatory criteria will be evaluated on the basis of the following sub-criteria:***  ***[The procedures for validating a criterion on the basis of the number of sub-criteria met should be formally specified]***  *[For information purposes, these include:]*   | **No.** | **Heading** | | | **Yes/No** | | --- | --- | --- | --- | --- | | 1. **Eliminatory criteria relating to the administrative file** | | | | | | 1 | Absence of a bid bond at the opening of envelopes, issued by a first-category financial institution authorised by the Minister in charge of Finance to issue bonds for public contracts.  **NB:** A bid bond produced but having no connection with the consultation concerned is considered as absent. A bid bond presented by a bidder during the bid opening session is inadmissible. | | | Yes/No | | 2 | Failure to produce, above 48 hours after the opening of bids, a document in the administrative file deemed to be non-compliant or missing (except for the bid bond) | | | Yes/No | | 1. **Eliminatory criteria relating to the technical bid** | | | | | |  |  | | |  | | 8 | Non-compliance with the profile of the head of mission, that is. | | | Yes/No | | **Certificates [to be indicated by the PO or DPO]**  *(GCE A /Level +X, IT or telecom, …)*  *(Compulsory characteristics)* | | Yes/No | | Characteristic No. 1 | Yes/No | | Characteristic No.2 | Yes/No | | **Experiences**  *Experience [Number of years of experience, Management of at least x similar projects, ...]*  *(Obligatory characteristics)* | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | **Certifications**  *[Project management, Best practices, IS security, ...] if applicable*  *(Obligatory characteristics)* | | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | **Others**  *[To be specified, where applicable].*  *(Compulsory characteristics)* | | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | 9 | The absence of the integrity charter dated and signed | | | Yes/No | | 10 | The absence of commitment declaration to comply with social and environmental clauses | | | Yes/No | | 1. **Eliminatory criteria in relation to the financial bid** | | | | | | 10 | The absence of a quantified unit price in the financial offer | | | Yes/No | | 11 | Absence of an element of the financial offer (tender, BPU, DQE | | | Yes/No | | 12 | Absence of a sample financial bid | | | Yes/No | | 1. **General eliminatory criteria** | | | | | | 13 | SAC initialled on each page and signed with the words "read and approved". | | | Yes/No | | 14 | False declarations, fraudulent schemes or forged documents | | | Yes/No | | 15 | Failure to respect at least X essential criteria (X referring to the qualification threshold of technical offers) out of Y (Y referring to the total number of essential criteria); | | | Yes/No | | 16 | Failure to comply with the format of the tender file for online submissions | | | Yes/No | | 17 | Absence of a sworn statement for not having abandoned contracts during the last three years | | | Yes/No |  * ***Essential criteria***   The technical bids will be evaluated out of one hundred (100) points according to the essential criteria, which will include the following:  ***[to be specified formally for each criterion or sub-criterion].***   * ***The essential criteria and detailed sub-criteria for each lot,*** * ***The number of points awarded for each evaluation criterion and sub-criterion is as follows: (indicative values)***   *The criteria relating to the qualification of candidates will relate, for information purpose, to :*  **Points**  i. General presentation of the bid [0- 5]   * Binding * Layout * Readability   ii. References of the bidder in the accomplishment of similar services and relevant; [10 - 20]  General experience  Experience acquired in carrying out activities similar to those subject of the services X \_\_\_\_\_\_\_\_ number of contracts carried out during the X \_\_\_\_\_\_\_\_ [three to five] years preceding the deadline for the submission of offers. *[Supporting documents to be specified]*  Sub-criterion [to be completed] [number of points to be completed if applicable]  Sub-criterion [to be completed] [number of points to be completed if applicable]  Sub-criterion [to be completed] [number of points to be completed if applicable]  ***[specify the number of points for the criterion and each sub-criterion]***  Specific experience in similar services  Having effectively carried out satisfactorily and substantially completed, as service provider or subcontractor, at least X \_\_\_\_\_\_\_\_ number of contracts [1] carried out in the performance of \_\_\_\_\_\_\_\_ (specify activities similar to those covered by the services) over the last X \_\_\_\_\_\_\_\_ [three to five] [2] years, with a minimum value of \_\_\_\_\_\_\_\_\_ where applicable [3].  The similarity will relate to the physical size, complexity, methods/technologies or other characteristics.  Sub-criterion [to be completed] [number of points to be completed if applicable]  Sub-criterion [to be completed] [number of points to be completed if applicable]  Sub-criterion [to be completed] [number of points to be completed if applicable]  ***[specify the number of points for the criterion and each sub-criterion]***  *[The nature of the supporting documents for this experience must be assessed objectively.*  *These references must be accompanied by supporting documents, namely:*  *a) Copies of the first and last pages of the contract;*  *b) Provisional acceptance report or certificate of successful completion signed by the Project Owner*  *c) Other supporting documents, if any, to be specified*  *[1. The number of contracts must be between one and three, depending on the nature and complexity of the contract in question, and the risk for the Project Owner to default on behalf of the contractor. For example, for small to medium-sized contracts, a Project Owner may be prepared to take the risk of awarding a contract to a candidate who has only completed one similar contract. This number must also be set in a discriminatory manner but taking into account the number of structures of the same nature carried out in the country.*  *2. The period covered is normally three to five years.*  *3. The amount indicated may be approximately 75% of the estimated value of the contract, in round figures].*  *4. For contracts where no guarantee period is provided for or where the guarantee period has not yet expired, the provisional acceptance report shall be deemed authentic].*  ii. **Proposed work plan and methodology in relation to the Terms of Reference** **[15 - 40**]   * schedule or timetable for carrying out the services [to be completed] Relevant methodology [to be completed * relevance of the methodology [to be completed] Other, if applicable [to be completed]   ***[specify the number of points for the criterion and each sub-criterion]***  iv. **Qualifications and competence of key personnel** **for the task** [30 - 50]   * Minimal qualification Diploma  *[to be completed]* * Experience *[to be completed]* * *[Number of years of general experience, having been involved in at least x\_\_\_\_\_\_\_\_\_\_\_\_ similar projects during the last X \_\_\_\_\_\_\_\_ [three to five] years preceding the deadline for submission of bids. [Supporting documents to be specified]* * *[Number of years of specific experience, having been involved in at least x\_\_\_\_\_\_\_\_\_\_\_\_ similar projects in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_[to be completed] during the last X \_\_\_\_\_\_\_\_ [three to five] years preceding the deadline for submission of bids. [Supporting documents to be specified]* * Certification [to be completed] * *Others [to be completed] [to be completed]*   ***[specify the number of points for the criterion and each sub-criterion]***    v. **Solvency and financial capacity** [0- 5]   * Certified financial statements or, other financial statements acceptable by the Project Owner or Delegated Project Owner for the last\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert number of years, maximum (5)](1) years demonstrating the current soundness of the applicant's financial position.(); * a certificate of financial standing of an amount of ......... CFA francs issued by an approved bank; * annual turnovers, **according to the balance sheet or statistical and Tax Returns**.   ***[specify the number of points for the criterion and each sub-criterion]***  vi. **Necessary equipment for the task** [0 - 10]  sub-criterion [*to be completed] [to be completed]*  sub-criterion [*to be completed] [to be completed*]  sub-criterion [*to be completed]*  *[Insert: (i) the list of the most important materials required to carry out the services (ii) the minimum number required of each type of equipment (iii) it may be possible to provide this equipment by hiring, in which case a hiring commitment of the equipment must be signed and authenticated by the relevant administrations where necessary.*  *NB: Attach copies certified by the issuing services or any other authorised authority of the vehicle registration documents for rolling stock and the purchase invoices for other equipment, if applicable, accompanied by a signed commitment to hire the equipment.*  *The MO/MOD may specify a certain type of own equipment. In this case, this provision must be included among the eliminatory criteria.*  ***[specify the number of points for the criterion and each sub-criterion]***  **Optional**  vii. Quality of the knowledge transfer programme (training) [0 - 10]  sub-criteria [to be completed  sub-criteria [to be completed] [to be completed]  sub-criteria [to be completed] [to be completed]  sub-criteria [to be completed  viii. Participation of nationals (in terms of representation of nationals  among key personnel proposed by foreign and local companies) [0 - 10]  sub-criterion [to be completed] [to be completed] sub-criterion [to be completed] [to be completed] sub-criterion [to be completed  ix. Necessary equipment [0 - 10]  sub-criterion [to be completed] [to be completed]  sub-criterion [to be completed] [to be completed]  sub-criterion [to be completed  **Total: 100**  The minimum technical score required is [indicate number of points/100] :  *A detailed evaluation grid consistent with the requirements of the Special Regulations of the Invitation to Tender may be attached as an appendix to the these Special Regulations of the Invitation to Tender. The said grid and the criteria detailed below should formally specify the modalities for validating a criterion on the basis of the number of sub-criteria met.]*  N**.B** :   * In the case of pre-qualification of national firms through categorisation, they are exempted from producing in their technical file the documents listed in Article 13.1.b1 of the technical envelope of the SRCT. * Any public employee listed among the personnel of a bidder and who has not submitted all the documents likely to justify his release by the Administration shall be considered as non-valid * The presence of the file of the same expert in two separate tenders must give rise to a request for clarification with a view to establishing the bidder's tender to be considered. In this case, the expert in question will not be evaluated in the competing bid and will not be taken into account in the offer not validated by the expert.   The formula used to establish the financial scores is as follows  *[If. Sf = 100 x Fm/F, where Sf is the financial score, Fm is the lowest priced proposal and F is the amount of the proposal under consideration, or any other linear formula].*  ***NB: Electronic bids will be evaluated after downloading under the same conditions as bids in hard copies***  ***In the event of a conflict between the contents of the TF, the elimination of a tender for non-compliance with the TF requirements must be based solely on the criteria contained in the SRCT, the provisions of which take precedence over those of the other documents.***  ***Detailed evaluation grid***  ***A detailed evaluation grid consistent with the requirements of the Special Regulations of the Invitations to Tender is attached as an appendix to the said Special Regulations of the Invitations to Tender. The procedures for validating a criterion on the basis of the number of sub-criteria met should be formally specified.]***  ***In the event of a conflict between the content of the documents of the TF, the elimination of a tender for non-compliance with the TF requirements must be based solely on the criteria contained in the SRCT, the provisions of which take precedence over those of the other documents.*** |
| 26.2 | The currency used for conversion into a single currency is the CFA franc, the source of the exchange rate being the Bank of Central African States (BEAC).  The exchange rate date is : *[choose a date that will not be more than twenty-eight (28) days before the deadline for submission of bids, nor later than the initial date of expiry of the period of validity of tenders..*  The exchange rate for converting the bidder's offer into local currency, as well as for converting future invoices into foreign currency, will be that [to be specified: example. that of the BEAC three working days before the deadline for the submission of bids]. |
| 26.3 | The respective weights awarded to the technical and financial proposals are:  T = [normally between 0.6 and 0.8], and  F = [normally between 0.2 and 0.4].  In the case of invitations to tender with several lots, specify the number of lots that a bidder is likely to be awarded and define the terms of award. |
| 27.1 | Negotiations shall take place at the following address |
| 28 | **METHOD OF SUBMISSION**  The bidding method accepted for this consultation is [Indicate one of the three *methods of submission below: online, offline, online and] offline. However, when both possibilities are open, the bidder cannot use both the online and offline method at the same time.* |
| 29 | **AWARD**  *[The Project Owner or Delegated Project Owner shall award the contract to the bidder with the lowest evaluated bid based on a combination of technical, financial and/or aesthetic criteria taking into account any rebates proposed.*  *The combination to be applied in the event of the simultaneous award of several lots is as follows: [specify, if applicable****, a method other than the most economically advantageous for the Project Owner or Delegated Project Owner]****.*  ***In the case of allotment, indicate the maximum number of lots which a candidate may be awarded]).*** |
| 30 | The rate of the final bond is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [to be specified (between 2 and 5%)] of the amount all taxes inclusive of the contract  [*The amount is set at percentage of the amount of the contract all taxes inclusive].*  Within twenty (20) days of the date of notification of the contract by the Project Owner, the contracting partner will provide a final bond in accordance with the model attached to the tender file. Failure to produce the said bond within the time limits and under the conditions set out in Article 28 of the SAC will expose the tenderer to the penalties set out in Article 37 of the said SAC. |
| 40 | **Ethical principles**  Tenders Board Chairpersons and Members, bidders and other participants in the procedure must observe the strict rules of professional ethics in all respects. In particular, they must refrain from corruption or any other form of fraudulent schemes. In accordance with this principle, the above expressions are defined as follows:  (i) Whoever directly or indirectly offers, gives, solicits or accepts any form of profit in order to influence the action of a public employee during the award or execution of a contract or jobbing order shall be guilty of **“corruption”**, and  (ii) is guilty of " corruption " whoever provides, solicits or accepts several offers issued by the same tenderer under different company names and/or on different registration numbers.  (iii) Whoever deforms or distorts facts in order to influence the award or execution of a contract or jobbing order in a manner, prejudicial to the Project Owner or Delegated Project Owner is indulging in "fraudulent schemes". Fraudulent schemes " include in particular, any agreement or collusive manoeuvre by bidders (before or after the submission of the tender) aimed at artificially keeping bid prices at levels not commensurate with those that would result from free and open competition, and thus depriving the Project Owner or the Delegated Project Owner of the advantages of free and open competition. |

DOCUMENT No. 4. The SPECIAL Administrative Conditions (SAC)

**Note on the Special administrative Conditions**

The provisions of these Special Administrative Conditions (SAC) set out the rights and obligations of the parties to the contract. These rights and obligations must in all respect comply with the General Administrative Conditions (GAC), which already set out the regulatory framework applicable to the execution of services and intellectual service.

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

Unless special provision in the SAC, the provisions of the GAC shall apply:

In any case, where the provisions contradict each other, the provisions of the Special Administrative Conditions shall prevail over those of the General Administrative Conditions.

The number of the GAC article to which the SAC article refers is given in brackets, where appropriate. Other GAC clauses not included in the SAC shall, of course, remain in force during the execution of the contract.

The model Special Administrative Conditions are an outline of the provisions to be followed by the Project Owner or Delegated Project Owner in preparing each Tender File and draft contract.

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CHAPTER I Generalities

Article 1: Subject of the Contract

The subject of the contract must be consistent with similar provisions in the GAC relating to the scope of application. In case of allotment, the subject of the contract will relate to the lot concerned

The purpose of this contract is (to be specified)

Article 2: Contract award procedure

This contract shall be awarded by [indicate the method of award of the contract with its references].

Article 3: Definitions and duties

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

***3.1. Duties (See.* Public Contracts Code*)***

* **The Project Owner or Delegated Project Owner** is: *[To be specified].*

He signs the contract, orders payment for the services, ensures that the related original documents are kept and forwards copies to the Authority in charge of Public Contracts and to the Public Contracts Regulatory body  and to the Ministry in charge of Public Contracts or its relevant devolved services ;

* **The Contract Manager is:** *[To be specified]*

Ensures the proper execution of contractual obligations. To this effect, he ensures compliance with the administrative, technical and financial conditions and contractual deadlines. He oversees the general management of the execution of services, decides on all the technical and financial provisions and represents the Project Owner or the Delegated Project Owner before relevant dispute settlement bodies. .He provides the Project Owner, Delegated Project Owner, with general administrative, financial and technical assistance at the stages of definition, preparation, execution and acceptance of the services subject of the contract

* **The Contract Engineer is**: *[To be specified]*

He is accredited by the Project Owner or the Delegated Project Owner to monitor and control the technical and financial execution of the contract under the supervision of the Contract Manager to whom he reports. He is responsible for technical and financial monitoring. As such, he assesses, decides and gives instructions having no financial incidence.

* **The Project Management** of this contract is exercised by the Follow-up and Technical Validation Committee as defined in Article 151 paragraph 7 of the Public Contracts Code.

In this capacity, he is responsible for defending the interests of the Project Owner or Delegated Project Owner at the stage of managing the execution and the validation of the services.

* **The body responsible for the external control of public contracts is** the Ministry in charge of public contracts. The Ministry of Public Contracts or its competent devolved service checks the conformity of the execution of the contract, issues the required prior endorsements and endorses the final detailed account (the last invoice).
* **The Administration's contracting partner or the contract holder is**: *[To be specified]* he is responsible for the execution of the services provided for in the contract;

***3.2. Security***

Security is subject to applicable rules on the matter, especially Article 150 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code and its implementing instruments:

For the application of the security regime in force, the following definitions hold:

* The authority in charge of ordering payments and of the clearance of expenditures shall be: [To be specified];
* The authority in charge of the payment shall be: [To be specified];
* The official competent to provide information concerning the execution of this contract shall be: *[to be specified];*

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

4.1. The language used shall be [*English or French]*.

4.2. The Contracting Partner undertakes to observe the laws and regulations in force in the Republic of Cameroon and this both within his own organisation and in the execution of the contract.

If the treaties, 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: Contract constituent documents

The contractual documents constituting this contract are, in order of priority: *[To be adapted as appropriate].*

1. The tender or commitment letter;
2. The contracting partner’s offer duly signed by the service provider and its annexes in all the provisions not contrary to the Special Administrative Conditions (SAC), the Terms of Reference (ToR) and the technical clauses of the services, if applicable;
3. The Special Administrative Conditions (SAC);
4. The Terms of Reference (ToR) and the technical clauses;
5. **The elements proper for determining the amount of the contract, such as, in order of priority: the detailed or the estimate; the unit price schedule; the statement of all-in prices; the breakdown of all-in prices and/or the sub-detail of unit prices;**
6. The General Administrative Conditions (GAC) applicable to Public Contracts for services and intellectual services put into force by Order [...to be filled...] ;
7. The General Technical Clause(s) (GTC) applicable to the services covered by the contract. *[Insert and indicate where necessary, the name and references] ;*
8. The execution project/programme or action plan, etc. [Insert and indicate, where appropriate, names and references] ;
9. Any other useful document: the Minutes of Negotiations, the Environmental, Social, Health and Safety (ESHS) Plans, Management Strategies and Implementation Plans, the ESHS Code of Conduct, the project value analysis if applicable, etc.
10. Integrity charter
11. Social and environmental commitment declaration

Article 6: General applicable instruments

This contract is subject to the following general instruments: *[To be adapted as appropriate].*

1. Law No. ............... of ....., Finance Law of the Republic of Cameroon for the…………… financial year
2. Law No.92/007 of 14 August 1992 on the Labour Code;
3. Law No 98/013 of 14 July. 1998 on competition;
4. Law No.096/12 of 5 August 1996 on the framework law on environmental management;
5. Law No.2016/17 of 14 December 2016 on the Mining Code, where applicable;
6. Law No. 2018/011 of 11 July 2018, to lay down the Code of Transparency and Good Governance in the Management of Public Finances in Cameroon;
7. Law No. 2018/012 of 11 July 2018, to lay down the financial regime of the State and other public entities;
8. Decree No. 2001/048 of 23 February 2001 to lay down the organisation and functioning of the Public Contracts Regulatory Agency and its subsequent amending instruments
9. Decree No. 2013/0171 of 09/02/2013 to lay down the conditions for carrying out environmental and social impact studies;
10. Decree No.2011/408 of 9 December 2011 to organize the Government, as amended and supplemented by Decree No.2018/190 of 2 March 2018;
11. Decree No. 2012/075 of 08 March 2012 to organise the Ministry of Public Contracts in its provisions not contrary to the Public Contracts Code:
12. Decree No.2014/0611/PM of 24 March 2014 to lay down the conditions for the use and application of the Labour-Intensive Approach (HIMO);
13. Decree No.2018/366 of 20 June 2018 to institute the Public Contracts Code and its application instruments;
14. The General Administrative Conditions (GAC) applicable to Public Contracts for services and intellectual services put into force by Order [...to be filled...] ;
15. Standards in force;
16. The Circular [to be indicated where necessary] on instruction on the execution, the monitoring, the control of the execution of the State budget, of Public Administrative Establishments, Regional and Local Authorities and other subsidised bodies for the financial year *[to be indicated where necessary];*
17. Other instruments specific to the field concerned by the contract

Article 7: Communication

7.1. All communications under this contract shall be in writing and notifications made to the following addresses:

1. Where the contracting partner is the addressee: Mrs/Mr: *[To be specified]*………………

Dear Sir/Madam on: [To be specified]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• P.O Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beyond the 15-day period set out in of the GAC to make known to the Project Owner or Delegated Project Owner, the Contract Manager his place of residence, correspondences shall be validly addressed to the Council of: *[To be specified, this must be within the geographic area of the project].*

1. In the case where the Project Owner or Delegated Project Owner is the addressee:

Dear Sir/Madam on: [To be specified]

• P.O Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with a copy sent within the same timeframe to the Contract Manager and to the Engineer.

Article 8: Administrative orders

The various administrative orders shall be prepared and notified as follows:

8.1. As soon as the contract is notified to the contract Holder, the Project Owner or the Delegated Project Owner shall sign within a time limit of fifteen (15) calendar days, the administrative order to commence services. This Administrative Order shall be notified to the Contracting Partner by the Contract Manager within seven (7) calendar days. A copy of the said Administrative Order shall be forwarded to the Minister in charge of Public Contracts, the Body in charge of the Regulation of Public Contracts, the Contract Manager, the Contract Engineer, the Paying Authority.

8.2 The Administrative Orders having incidence on the scope, the amount or on the contract timeframe, shall be signed by the Project Owner or after the written approval, by the Contract Manager and issued under the following conditions:

1. When an Administrative Order is likely to lead to the contract amount overrun, its signature shall be subject to financial justifications by the Project Owner or the Delegated Project Owner;
2. In case of contract amount overrun, modifications shall be done only through amendment and the additional services shall be paid only after the signature of this amendment by the Project Owner or the Delegated Project Owner;
3. The administrative orders for additional services shall be signed by the Project Owner or the Delegated Project Owner and regularized later through amendment as far as their financial incidence is less than ten percent (10) of the contract amount.

A copy of the administrative orders referred to above shall be sent to the Contract Manager, the Contract Engineer, the Paying Authority and the Project Manager where applicable.

The prior endorsement of the Paying Authority may be possibly required before signature of those having incidence on the amount.

In fact, any modification on the Terms of Reference or technical specifications shall be the subject of a preliminary study on the contract scope, cost and timeframe.

Administrative orders relating to subcontracted services shall be signed by the Project Owner and notified by the Contract Manager to the service provider, who alone has the capacity to present reservations.

8.3. The Administrative Orders of a technical nature linked to the normal progress of services shall be signed directly by the Contract Manager and notified to the Contracting Partner by the Contract Engineer with copy to the Minister in charge of Public Contracts, the Body in charge of the Regulation and the Paying Body.

8. 4. The administrative orders serving as formal notice shall be signed by the Project Owner or the Delegated Project Owner and notified to the Contracting Partner by the Contract Manager with copy to the Minister in charge of Public Contracts, the Body in charge of the Regulation, the Contract Engineer and the Paying Body.

8. 5. The administrative orders for the suspension and resumption of services due to case of force majeure shall be signed by the Project Owner or the Delegated Project Owner and notified by the Contract Manager to the Contracting Partner with copy to the Minister in charge of Public Contracts or its relevant devolved government service, the Body in charge of the Regulation, the Contract Engineer and the Paying Body.

8. 6. The Contracting Partner shall make reservations within a time limit of fifteen (15) days on any administrative order received. The fact that reservations have been made shall not prevent the Contracting Partner from executing the administrative orders received.

8.7. In case of business grouping, the administrative orders shall be sent to the representative, who alone has the capacity to present reservations on behalf of the group he represents.

8.8 The contract may include conditional tranches whose execution for each of them, is subject to the possible release of the denunciation clause and the notification to the Contracting partner, by administrative order, of the Project Owner’s decision to continue the execution of the said tranches. If this administrative order has not been notified to the Contracting partner within the required deadline defined in Article 14 of this contract, the Project Owner and the Contracting partner are, at the expiry of this deadline, freed from this obligation for this conditional tranche.

8.9 The administrative order to start the execution of the conditional tranche services shall only be notified after completion and acceptance of the previous tranche. However, in case the suspensive condition of the execution of the conditional tranche is subject to the availability of financing, the notification of the administrative order to start services shall be given as soon as there is proof of the availability of funding.

Article 9: Multi-year or tranche contracts

9.1. *(Specify whether the contract comprises one or more tranches and the conditions for notification of each of the tranches).*

Sixty (60) calendar days before the end of a tranche, the Project Owner shall assess the service provider's mission:

* in the event of a satisfactory assignment, the Project Owner or the Delegated Project Owner will issue a certificate of proper execution to the Service Provider (letter of satisfaction), which will serve as an authorisation for the continuation of the conditional tranche.
* In the event the mission is not satisfactory, the Project Owner or Delegated Project Owner will notify the service provider within forty-five (45) calendar days, the mission termination certificate.

9.2. The period allowed from the date of acceptance of the previous tranche for signature and notification by the Project Owner or the Delegate Project Owner of the administrative order to begin the next conditional tranche is : *[number of days to be specified].*

9.3. The deadline for notification of this administrative order by the Contract Manager is at most fifteen (15) days. This period is the same as that for the firm tranche.

Article 10: Equipment and personnel of the co-contractor

**10.1.** **Contractor's personnel**

The company is bound to use the personnel proposed in the tender, whose team is made up as follows: *[To be specified]*

**10.2. Replacement of key personnel**

Any modification, even partial made on the proposals of technical offer shall take place only after the written

authorisation of the Project Owner or Delegated Project Owner or Contract Manager. In case of modification, the Contracting Partner shall have him replaced by a staff with at least the same skills (qualifications and experience) or by an equipment with a similar performance and in good functioning condition.

In any case, the lists of the supervisory staff to be used shall be first of all subject to the approval of the Engineer if applicable, in the days x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(to be specified) that follow the notification of the administrative order to commence services. The Engineer shall have X\_\_\_\_\_\_\_\_\_days to notify in writing his opinion to the Contract Manager. Beyond this deadline, the lists shall be considered as approved. The Project Owner shall reserve the possibility to refuse his approval to a person proposed by the Contracting Partner whose qualification may be insufficient.

Any unilateral modification made on proposals in terms of equipment and supervisory personnel of the technical offer, before and during the services, shall be a reason to terminate the contract as referred to in Article 41 below or the application of penalties [To be specified].

Any modification made should be notified to the Project Owner for prior approval.

**10.3. Withdrawal of the personnel (if applicable)**

After written approval of the Project Owner or Delegated Project Owner, the Contract Manager may urge the Contracting Partner to withdraw somebody part of the staff, by giving the reasons of his request, the Contracting Partner shall make sure that the said person leaves the site within ten days and shall no longer have any link with the work within the framework of the contract. If the Project Owner requests the replacement of a team member for gross misconduct duly ascertained or for incompetence, the replacement shall be done at the costs of the contracting partner within at most fifteen (15) days.

**10.4 The Contracting Partner’s representative**

As the contract is notified, the Contracting Partner shall appoint a natural person to represent him towards the Administration for any matter that concerns the execution of the contract.

This person in charge of the conduct of services, shall have enough powers to promptly take decisions necessary for the proper operation of the project.

**10.5. Labour law**

The Contracting Partner shall provide for all the staff living in his residential area, lodging facilities, medical assistance, food and sanitary facilities, by complying with the Specifications requirements related to the Social and sanitary conditions of the workforce.

In his relations with his staff and that of his subcontractors that will be used or will participate in the execution of the Contract, the Contracting Partner shall respect National Days, public holidays, religious feasts and other customs as well as all the applicable laws and local regulations in terms of labour law.

Except otherwise stated in the Contract, if the Contracting Partner deems necessary to execute services by night or during public holidays in order to respect the Levels of service and the Contractual completion timeframe, and if he requests the Project Owner or the Delegated Project Owner’s approval to this effect, (if such an approval is requested), the Project Owner shall not refuse his approval without a valid reason.

The Contracting Partner shall have the responsibility to obtain all the required permits and/or visas from the competent authorities, so that all the workforce and all the personnel to be employed on the Site could validly enter and stay in Cameroon.

The Contracting Partner shall provide at his own costs, necessary means in order to repatriate all the members of his staff and those of his subcontractors working on the Site to the countries where they were respectively recruited for the execution of the Contract; he shall also bear the costs for their temporary stay in the country of execution of the Contract between the date they no longer work for the execution of the contract and the date planned for their repatriation.

**10.6. Equipment proposed in the offer**

The Contracting Partner shall use the appropriate equipment with the level similar to the TF prescriptions in the execution project for the proper execution of the services according to standards.

Any modification made should be notified to the Project Owner or the Delegated Project Owner for prior approval.

CHAPTER II. Financial CLAUSES

Article 11: Contract amount

The amount of this contract, as it emerges from the [details or estimate] attached is\_\_\_\_\_\_\_, (in figures*)\_\_\_\_\_\_\_ (*in words) CFA francs all taxes inclusive(ATI) that is.:

* Amount EVAT: \_\_\_\_\_\_(\_\_\_\_) CFA francs
* Amount of the VAT: \_\_\_\_ (\_\_\_)CFA francs
* Amount of the TSR and/or AIR: \_\_\_\_\_\_(\_\_\_\_) CFA francs
* Net to be collected = EVAT (TSR and/or AIR) (\_\_\_) CFA francs.

**NB:** Special Income Tax (TSR). Income Tax Advance/Deposit (AIR)

Article 12: Place and method of payment

Any payment for a public contract shall be done through bank transfer to an account located in a Cameroon law first rate credit establishment approved by the Minister in charge of Finance, in accordance with the instruments in force or by documentary credit.:

The Project Owner shall pay the sums due through a bank transfer in the name of the contractor as follows:

*[The bank domiciliation shall be the same as for the final bond]*

1. For payment in CFA francs, that is (the net amount to be paid in figures and in words), by crediting account No. \_\_\_\_\_\_\_\_\_ opened in the name of the Contracting Partner at the \_\_\_\_\_\_\_\_\_ bank
2. For payment in currencies, (where applicable) that is (net amount to be paid in figures and in words), by crediting account No. \_\_\_\_\_\_\_\_\_ opened in the name of the Contracting Partner at the \_\_\_\_\_\_\_\_\_ bank

### 

### Article 13: Guarantee and bonds

The Contracting Partner shall provide for guarantees issued by banks or financial bodies approved by the Ministry in charge of Finance or having an authorised local correspondent.

Small and Medium-sized Enterprises with national share capital and managed by nationals, as well as civil society organizations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage or a bond issued by a banking institution or financial institution authorized in accordance with the instruments in force.

The guarantees described below in favour of the Project Owner or the Delegated Project Owner are required within the deadlines, for the amount, in the manner and under the form indicated below:

*13.1.* ***Final bond***

The final bond is set at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[between maximum 2 and 5 %] of the contract amount all taxes inclusive increased, as the case may be, by the amount of the contract amendments.*

It shall be constituted and forwarded to the Contract Manager within at most twenty (20) calendar days from the date of the notification of the contract and, in any case before the first payment:

The final bond shall be refunded consecutively following a release order by the Project Owner or the Delegated Project Owner from the date of acceptance of the services or within one month following the date of the acceptance of the services, after a release order issued by the Project Owner or the Delegated Project Owner after a request from the service provider.

The substitution methods of the bond are provided for in Article 140 of the Public Contracts Code.

13.2. Guarantee bond

The guarantee or retention bond is not required for services and intellectual services contracts.

***13.3. Start-off advance bond***

*[*Specify where necessary the rates (maximum 20% of the ATI amount of the contract guaranteed at 100% by a Cameroon law banking establishment or a first-rate financial institution approved in accordance with the regulations in force) and the modalities to refund the bond*]*.

Article 14: Price variation

14.1. Prices shall be firm or revisable [Select one of the two options].

Payments on account made to the Contracting partner as advances shall not be revisable.

Revision shall be "frozen" upon expiry of the contractual time limit, except in case of a price reductions.

14.2. Price updating modalities (if applicable)

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

*[Price revision or updating in application of the contractual clauses do not give rise to the conclusion of an amendment].*

Article 15: Price revision formulae

The prices on the unit price schedule shall be [revisable or not]. [to be specified] If yes, *Insert the formula and define the parameters and indices to be applied, where need be*

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

Article 16: Price updating formulae

The prices in the Schedule of Unit Prices are updatable by applying the following formula:

*[Insert, if applicable, the formula and define the parameters and indices to be applied].*

The indices shall be, where applicable, those defined for the price revision formulae.

Article 17: Start-up advance

17.1. The Project Owner or Delegated Project Owner [will or will not] grant a start-up advance [equal to % of the contract value].

*[The possibility of granting a start-up advance must be expressly stated in the Tender File and the Project Owner must indicate whether or not he undertakes to pay it or not].*

17.2. The deadline for the payment of the start-up advance is \_\_\_\_\_\_\_\_ days from the date of its request by the contracting partner.

17.3. This advance, the value of which may not exceed twenty percent (20%) of the initial amount of the contract, including taxes, shall be guaranteed at one hundred percent (100%) by a bank established under Cameroonian law or a first-rate approved financial institution in accordance with the instruments in force.

17.4 The repayment of the start-up advance shall start when the value of the services executed under the contract, expressed in basic price, reaches or exceeds forty percent (40%) of the initial amount of the contract or of the tranche concerned and shall end at the latest when the value in basic prices of the services performed reaches eighty percent (80%) of the amount of the contract

17.5. If the contract does not give rise to an advance payment and is settled in a single instalment, the start-up advance shall be deducted once from the single payment.

**17.6.** As and when the advances are reimbursed, the Project Owner or the Delegated Project Owner will release the corresponding part of the guarantee, at the express request of the contracting partner.

*The start-up advance will be paid after the required sureties have been put in place, in accordance with the provisions of the Public Contracts Code.*

The administration's contracting partner will use the start-up advance exclusively for the mobilisation of expenses specially required for the execution of the contract.

Article 18: Payment of services

*(For contracts with payment by unit prices for information purpose)*

***18.1. Establishing executed services***

*Before the 30th of each month, the Contracting partner and the Engineer shall jointly establish a job cost sheet summarising and setting out the quantities realised and recorded for each item in the list during the month and which may give entitlement to payment.*

***18.2. Monthly statement***

*No later than [ to be specified between one (1) and three (3) months or the fifth (5th ) day of the month following the month in which the services were provided], the contracting partner shall submit to the engineer, in seven (7) copies, two draft provisional monthly detailed account (one detailed account excluding VAT and one detailed account for the amount of taxes), in accordance with the approved model and establishing the total amount of the sums to which he may claim as a result of the performance of the contract, since the start of the contract.*

*Only the detailed account excluding VAT will be paid to the contracting partner. The detailed account of the amount of the taxes will be the subject of an order between the budgets\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [To be specified] and the Ministry in charge of finance.*

*The amount excluding VAT of the advance payment to be made to the service provider will be mandated as follows:*

* *EVAT. - AIR or TSR] paid directly to the account of the contracting partner;*
* *VAT at the current rate*
* *-[AIR TSR] paid to the Treasury as AIR or the TSR owed by the contracting partner.*

(These different rates may vary depending on the regulations in force).

The Contract Engineer within a timeframe of: *[To be specified (a timeframe of zero (0) to seven (7) working days)] shall forward to the Contract Manager the draft detailed account that he approved.*

The Contract Manager on his part, within a timeframe of: *[To* be specified (from zero (0) to *twenty-one (21) working days] shall proceed to the liquidation and forward it to the accountant in charge of the payment with copy to the body in charge of the external control.*

*The copies of the provisional detailed accounts shall be forwarded to the Ministry in charge of Public Contracts and the Body in charge of the Regulation of Public Contracts.*

*Or*

***(For contracts with lump-sum payments, for information purpose)***

*Payment schedule*

*The amounts of advance payments to be paid are scheduled as follows:*

*Approval of the provisional report:*

*- Within 15 days following its approval 60% approval*

*- Approval of the final report 40%.*

*The detailed accounts in six (6) copies, shall be presented by the contracting partner in CFA francs (or in CFA francs and foreign currency where applicable) to the engineer together with a request for payment.*

*The request for payment must show the total amount of the contract, the amount of the sums already received, the amount of the invoice concerned and the amount of the repayments made under the start-up advance.*

*The Engineer shall have a maximum period of seven [to be specified (a period of zero (0) to seven (7)] working days to send to the Contract Manager, the detailed accounts that he approved.*

*The Contract Manager shall have a maximum period of [To be specified, (from zero (0) to twenty-one (21) working days)] for the liquidate and forward to the accounting officer responsible for payment with copy to the body responsible for external control.*

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

***18.3. Final detailed account -Statement of the balance after approval of the final report,***

Upon completion of the services and within a maximum period of\_\_\_\_\_\_\_\_\_\_\_ days after the acceptance date of the services [indicate, if applicable, the period of time available to the contracting partner to send the draft to the Contract Engineer, after the date of acceptance of the services], the contracting partner shall establish, on the basis of joint statements and send to the Project Owner, a request for the balance in the form of a general detailed account statement showing a summary of the sums already received as well as the balance to be paid, which summarises the total amount of the sums to which he may be entitled as a result of the execution of the contract in full; this summary constitutes the final detailed account.

*The payment of the final detailed account is subject to the submission of the final report by the contracting partner to the Project Owner, and the latter's acceptance of the said report within a period of fifteen (15) clear days.*

*This draft final detailed account, once rectified by the engineer and accepted by the Contract Manager, becomes final. It is used to draw up the payment on account for the balance of the contract, drawn up under the same conditions as those defined for drawing up the monthly detailed account.*

*[Indicate the deadline within which the Contract Manager should notify the rectified and accepted draft to the contracting partner (,(at most one (1) month )]*

*The administration's contracting partner must, within a maximum period of one month following the date of this notification, return the final detailed account signed without or with reservations, or state the reasons for refusing to sign.*

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

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

Article 19: Interests on default payments

Any interests on arrears shall be paid by statement of sums due in accordance with the provisions of Articles 166 and 167 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

Article 20: Penalties

1. **Delay penalties**

20.1 In case of overrun of the contractual period attributable to the contract holder, after prior warning, he shall be liable to a delay penalty, the amount of which shall be fixed as follows:

a. 1/2000th (one two thousandth) of the initial contract tax-inclusive amount per calendar day of delay from the first to the thirtieth day beyond the contract period;

b. 1/1000th (one thousandth) of the initial contract tax-inclusive amount per calendar day of delay beyond the thirtieth day.

20.2 For conditional tranche contracts, the time limits and amounts to be taken into account shall be those of the tranche considered.

**B. Specific penalties [amount to be specified]**

**20**.3 Irrespective of the penalties for the overrun of the contractual period, the Contracting Partner shall be liable to the following specific penalties for non-respect of the contract provisions, notably:

* Late appointment of the official representing the enterprise;
* Late election of domicile;
* Late submission of final bond;
* Late submission of insurances;
* Late submission of the execution project provided that the delay is attributable to the Administration’s Contracting Partner;
* Others to be specified by the Project Owner. (amount and modalities to be defined)

20.4. In any case, the cumulative amount of penalties shall not exceed ten percent (10%) of the amount ATI of the basic contract and its amendments where need be, under pain of termination.

Any remission of penalties can take place only after the opinion of the Body in charge of the Regulation of Public Contracts required by the Project Owner or the Delegated Project Owner.

**Article 21 Payment in case of group of enterprises and subcontracting**

21.1 [*indicate, if applicable, the period of time within which the contracting partner must submit the draft to the Contract Engineer after the date of acceptance of the services].*

1. After completion of the services and within a maximum period of\_\_\_\_\_\_\_\_\_days after the date of acceptance of the services, the contracting partner shall draw up, on the basis of the joint statements, the draft final detailed account of the services actually executed, which summarises the total amount of the sums to which he may be entitled as a result of the execution of the contract in full.
2. Indicate the deadline within which the Contract Manager shall notify the rectified and accepted draft to the contracting partner.
3. Indicate the deadline for the contracting to send back the final detailed account after signing it.

*21.2.* In case of a several business grouping, the payments shall be done in the account indicated in the tender in the name of the group or in the name of the representative: [To be specified where need be].

In case of joint business grouping, payments shall be done in the various accounts of the co-contractors in the following manner: [to be specified where need be].

21.3. Any payment of advance for services executed by the subcontractors, shall be subject to the execution of the services provided for in the contract, and accepted subject to the justification of their payment by the Administration’s Contracting Partner to the subcontractors.

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

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

Article 22: General and Final detailed account

22.1. *[Indicate the time limit within which the Contract Manager or the Contract Engineer shall establish the general and final detailed account for the Administration’s Contracting Partner after final acceptance (maximum 1 month)]*

At the end of the service and after validation of the reports, the Contract Manager shall draw up the general and final detailed account of the contract that shall be jointly signed by the Contracting Partner and the Project Owner or the Delegated Project Owner. This detailed account shall include:

* The final detailed account,
* The payment on account balance,
* The summary of the monthly payments on account.

**The signature of the general and final detailed account by the Contracting Partner without reservation definitively binds the two parties, and puts an end to the contract, and frees the Contractor and the Project Owner or the Delegated Project Owner from their obligations, except in the case of interests on overdue payments.**

22.2. *[Indicate the time limit within which the Contracting Partner shall send back the general and final detailed account bearing his signature (maximum 1 month)*

*22.3 The transmission of the general and final detailed account to the Paying authority for payment is subject to the prior endorsement of MINMAP. For this purpose, a copy of the corresponding job cost sheet and all the provisional detailed accounts shall be previously forwarded to MINMAP or its representative on the site where applicable.*

The time limits and the modalities for signature as well as the management of disagreements are the same as those of the final detailed account.

Article 23: Tax and customs regulations

The contract shall be subject to the tax regulations in force in the Republic of Cameroon. The contract shall be concluded inclusive of all taxes, in accordance with Law No................ of .... Finance Law of the Republic of Cameroon for the………….financial year and the General Tax Code, which define the terms and conditions for implementing the Public Contracts tax regime.

The taxes applicable to this contract include notably:

* Taxes and dues relating to industrial and commercial profits, including the AIR which is a deduction on corporate taxes;
* Registration dues calculated in accordance with the provisions of the Tax Code;
* dues and taxes attached to the execution of the services provided for in the contract:
  + - * Duties and taxes of entry into Cameroon territory (customs duties, VAT, Computer tax);
      * Council dues and taxes,
      * Dues and taxes relating to the extraction of materials and water.

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

All taxes inclusive prices mean VAT included,

Unless specifically stated otherwise in the Contract, the contracting partner shall bear and pay all the dues, taxes and charges incumbent on him and his sub-contractors.

Article 24: Stamp duties and registration of contracts

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

CHAPTER III: Execution of services

Article 25: Consistency of services

[To be specified see the ToR].

Article 26: Deadline for the execution of the contract

26.1. The period of the execution of the services covered by this contract shall be: [To be specified] Months

*(in words and figures) distributed as follows.*

*[Valid as an indication for a lump sum contract]*

* *Evaluation and production of the interim report \_\_\_ days ;*
* *Project Owner's comments \_\_\_ days ;*
* *Production of the Final report production and approval by the Project Owner \_\_\_ days.*

26.2. This period shall run from the date of notification of the administrative order to commence services [or from the date specified in this administrative order – to be specified]

Article 27: Obligations of the Project Owner

27.1. The Project Owner or the Delegated Project Owner is responsible for the acquisition and the availability of the site as well as its access, the possession, use and access to all the other areas reasonably necessary for the proper execution of the Contract. He shall provide the Contracting partner with all facilities to access the project sites. For sites far away from the Project Owner Head office, access transport charges shall be borne by the Contractor

27.2. The Project Owner or the Delegated Project Owner shall obtain at his costs the permits, authorisations, approvals and licenses from the local, regional and national authorities or from the competent public services necessary for the execution of the Contract and which are part of his obligations.

27.3. If the Administration’s Contracting Partner requests for it, the Project Owner or the Delegated Project Owner shall do all what he can to help the latter to obtain on time and with all the required diligence, from the local, regional and national administrations or public services the permits, authorisations and licenses necessary for the execution of the Contract, required by these bodies for the Contracting Partner, his subcontractors or the Contracting partner’s personnel or his subcontractors, as the case may be.

27.4. The Project Owner shall protect the contracting partner against threats, offenses, violence, assault and battery, insults or defamations that he may be victim of, for the reason or in the discharge of his duties.

Article 28: Obligations of the contracting partner

* 1. The contracting partner's mission is to execute the services under the Engineer's supervision and to fulfil his obligations diligently, efficiently and economically, as described in the Terms of Reference or the technical clauses, and this, in accordance with this contract, the rules and standards in force in Cameroon and the techniques and practices generally accepted in the field of activity concerned by the contract. He is bound to employ all useful staff, whether specialised or not.
  2. The contracting partner is responsible vis-à-vis the Project Owner or the Delegated Project Owner for the quality of the good execution of the services. He is bound to comply with the legislation in force in Cameroon concerning respect for the environment. He must execute all the services specified in the ToR and in the instruments and directives mentioned in Article [To be specified] of these ToR.
  3. During the term of the contract, the contracting partner shall not engage, directly or indirectly, in any professional or contractual activities that might compromise its independence in relation to the missions he is assigned.
  4. In the event of a conflict of interest on the part of a member of the mission team, the contracting must notify the Project Owner in writing and must replace the expert in question, involved in the project or the contract.

Conflict of interest means any situation in which the contracting partner may have direct or indirect profits from a contract awarded by the Project Owner to which he is consulted or any situation in which he has personal or financial interests likely to compromise his impartiality in the discharge of his duties or likely to adversely affect his judgement.

* 1. The contracting partner is bound by professional secrecy with regard to third parties in respect of information, intelligence and documents collected or disclosed to him during the execution of the contract.

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

* 1. When submitting the final report, the contracting partner shall be bound to return all documents borrowed from the Project Owner
  2. The contracting partner and his associates or subcontractors must not, during the term of the contract and for a period of [six (6) months] after the end of the contract, supply any goods, services or utilities to the Project Owner stemming from the services or in any way connected with the services (with the exception of the execution or continuation of the services).
  3. The contracting partner must bear professional expenses and cover for all health risks of and accident within the context of his mission.
  4. The contracting partner may not modify the composition of the team proposed in his technical offer without the written approval of the Project Owner.

Article 29: Insurances

The holder of a contract is required to take out from one or several approved insurances companies, as soon as the contract is notified, an insurance policy to cover the risks associated with the execution of the services covered by his contract.

The following insurance policies are required under this Contract for the minimum amounts indicated below within fifteen (15) days of notification of the contract (To be adapted):

* *Third party insurance covering the risks of bodily injury caused to third parties or the risks of death of third parties (including the Project Owner's personnel), the risks of loss or damage occurring in the course of the execution of the services;*
* *Ten-Year Liability Insurance, if applicable.*

If the contracting partner fails to take out and/or maintain the insurance referred to above, the Project Owner may take out such insurance and maintain it in force, and deduct from time to time from any sum due to the contracting partner under the contract any premium paid by the Project Owner to the insurer, or recover otherwise the amount of the premium so paid shall be treated as if it were a debt due by the contracting partner.

The contractor shall ensure that his sub-contractor(s) take out and maintain in force, to the fullest extent necessary, appropriate insurance policies covering their personnel, their vehicles and the services executed by them under the contract, unless these sub-contractors are covered by policies taken out by the contracting partner.

Article 30: Execution schedule

Within a maximum period of [thirty (30) days] from notification of the service order to begin services, the contracting partner shall submit, in [five (5) or six (6)] copies, for approval [by the Contract Manager after obtaining the opinion of the Contract Engineer, the execution programme of the services, its execution timetable, the draft Quality Assurance Plan (QAP) and the Environmental Management Plan, if applicable.

This programme shall be presented exclusively in accordance with the models provided.

Two (2) copies of these documents shall be returned to him within eight (8) to fifteen (15) days of their receipt with

- a note of approval "GOOD FOR EXECUTION";

- or a note of rejection accompanied by the reasons for the said rejection.

In the event of rejection, the Contracting partner will then have eight (8) days to submit a new draft. The Contract Manager will then have five (5) days to give his approval or make any comments. The deadlines for approval of the execution programme are suspensive of the execution deadline.

The approval given by the Contract Manager will in no way reduce the Contracting partner’s responsibility. However, the services executed before the programme was approved will not be recorded or remunerated. The updated and approved planning will become the contractual planning.

The Contracting partner shall keep a constantly updated planning of services that takes into account the actual progress of the services. Significant modifications may only be made on the contractual programme after receiving the approval of the Contract Manager. Once the execution programme has been approved by the Contract Manager, the latter will send it to the Project Owner within five (5) days, without suspending its execution.

However, if major modifications are made that alter the subject of the contract or the consistency of the services, the Project Owner shall return the execution programme with the reservations to be lifted within fifteen (15) days from the date of its receipt.

Article 31: Sub-contracting

This contract provides for the possibility for the contracting partner to have part of the services executed by sub-contractors, after formal authorisation by the Project Owner or the Delegated Project Owner, in accordance with the provisions in force [*To be specified yes or no*] .

This authorisation does not release the contracting partner from any of his contractual obligations. The subcontracting contract must be compliant with the commitments of the main contractor. They will carry out their share of services of under the sole and full responsibility of the contracting partner.

The amount of services that may be subcontracted shall be limited to thirty percent (30%) of the amount of the contract and any amendments thereto.

The Project Owner may pay the subcontractor when the amount of the services subcontracted by a single company is above or equal to ten percent (10%) of the total amount of the contract and any amendments or when it is established that the main company is indulging in unorthodox practices vis-à-vis the subcontractor. Where the subcontractor is to be paid directly, the main company is required, when requesting authorisation, to establish that the transfer or security of receivables resulting from the contract does not prevent direct payment to the subcontractor.

CHAPTER IV. VALIDATION OF THE SERVICES

Article 32- Follow up and Validation Committee

*[Applicable for intellectual services contracts (various studies, audits) of amount above 100 million, for intellectual services contracts of amount is less than 100 million and services contracts set up a reception commission in accordance with the model DTAO for the award of supplies and quantifiable services contracts]*

Before acceptance, the contracting partner shall submit a written request to the Project Owner, with copy to the Engineer and the Paying Body, for the organisation of a technical validation exercise.

The validation of the services shall take place at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by the **Follow up and Technical Validation Committee** set up by the Project Owner or Delegated Project Owner.

TheFollow-up and Technical validation Committee shall be made up of the following members for information purpose:

* + - 1. *The Project Owner or his representative, President;*
      2. *The Contract Manager or his representative, Member;*
      3. *Representatives of the Ministry in charge of Public Contracts (observers);*
      4. *The Engineer, rapporteur;*
      5. The Project Owner's or Delegate Project Owner's stores accountant in accordance with the circular implementing the finance law for the year [To be specified].
      6. : The Contracting partner: guest
      7. *External members.*

The members of the **Follow up and Technical Validation Committee** shall be convened at validation session by letter within a period (indicate a date which must not exceed 15 days) before the validation date.

The contracting partner or service provider shall be convened for the validation exercise by letter at least [10 days] before the date of the validation. He must attend (or be represented) by (Quorum to be specified). Failure to do so, is tantamount to unreserved acceptance of the validation Committee's conclusions.

Article 34: Validation of the services

34.1- The **Follow-up and Technical Validation Committee** shall examine the Engineer's report and the Contracting partners' reports and shall validate the services, if applicable.

Indicate other acceptance modalities

**34.2 Partial acceptance** [Indicate if partial acceptance is provided for].

*The contracting partner may, if the nature of the services so requires or in case of force majeure, request partial acceptance. In this case, the partial acceptances shall be carried out by the same* Follow-up and Technical Validation ***Committee****. A report of partial acceptance shall be drawn up and signed by all parties [Indicate if partial acceptance is planned].*

**34.3. Taking possession of the services**

Any taking of possession of the services must be preceded by partial technical validation. However, if there is an emergency, the possession taking may take place before validation, subject to the establishment of a joint statement on the state of affairs.

CHAPTER V. Miscellaneous provisions

Article 35: Case of force majeure

*For the purpose of this contract, "force majeure" means [Specify GAC provisions and specific situations where applicable].*

Cases of force majeure shall be established in accordance with the provisions of GAC. It is the Project Owner's responsibility to assess the nature of force majeure and the evidence provided.

Article 36: Termination of the contract

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

1. Death of the allotee. In this case, the Project Owner or Delegated Project Owner may, where applicable, authorize that the proposals made by the rightful claimants to continue service provision be accepted;
2. Bankruptcy of the contract holder. In this case, the Project Owner may, where applicable, accept the proposals that may be made by the creditors for the continuation of the services;
3. Judicial liquidation, if the Administration’s Contracting Partner is not authorised by the court to continue operating his business;
4. in case of sub-contracting, co-contracting or subsidiary orders, without the prior authorization of the Project Owner or the Delegated Project Owner;
5. default by the Administration’s Contracting Partner duly established and notified by the Project Owner or the Delegated Project Owner by administrative order serving as formal notice after evaluation and establishing the default;
6. Failure to comply with labour laws or regulations;
7. Significant price variation under the conditions laid down by the General Administrative Clauses, due to changes in economic conditions or in the initial quantities of the contract;
8. Duly established fraudulent schemes and corrupt practices.

36.2 The contract may equally be terminated under the conditions stipulated in the GAC, notably in one of the following cases:

* Delay in the execution of services leading to penalties beyond 10% of the amount of the contract all taxes inclusive;
* Adjournment or prolonged stoppage decided by the Project Owner or the Delegated Project Owner;
* Persistent non-payment for the services;
* The refusal to repeat services poorly executed;

36.3 The contract may equally be terminated for reasons not attributable to the holders, notably in one of the following cases:

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

Article 37: Disputes and litigation

Any dispute arising from the performance of a contract must first be the subject of an attempt to amicable settlement.

Where the dispute cannot be settled amicably, it shall be brought before the competent Cameroonian court, subject to the following provisions: *[To be filled, where applicable]*

### Article 38: Editing and publishing this contract

The Project Owner shall prepare and put in good shape the constituent documents of the contract. The reproduction of [twenty (20)] copies of this contract to be subscribed by the Contracting Partner shall be at the cost of the Project Owner or Delegated Project Owner.



### Article 39 and last: Validity and the entry into force of the contract

This contract shall become final only after its signature by the Project Owner or the Delegated Project. It shall enter into force as soon as it is notified to the Administration’s Contracting Partner.

DOCUMENT No.5 Terms of Reference (ToR)

**Note on the preparation of the Terms of Reference**

The Terms of Reference generally include the following sections:

1. Context and justification
2. Objective of the service
3. Expected results
4. Methodology
5. Organisation of the work
6. Duration of the service
7. Profile of the consultants
8. Data, services and facilities to be provided by the Project Owner

*[To be prepared and inserted by the Project Owner or Delegated Project Owner,*

*using the example of the MODEL Tender File below as a guide].*

TABLE OF CONTENTS

I Context / justification

II Objectives of the task (overall and specific objectives)

III Scope of the contractor's task

IV Basic documentation

V Methodology

VI Reports to be produced by the contractor

VII schedule of the mission

VIII Profile of the contractor

Annexes

TERMS OF REFERENCE

**I. Background / justification**

* Provide a brief background and justification for the project;
* Briefly describe the present situation;
* State the problems encountered;
* Underline the problems that should be addressed in this service;
* Recall the regulatory, economic, social context, etc.

**II. Objective of the service provider's mission**

* Specify the overall objective, if possible, giving a description of the final situation;
* Focus on the specific objective(s).

**III. Consistency of the candidate's task**

* Recall the legal, institutional and contractual framework;
* Underline the objectives to be achieved;
* Define a reconnaissance phase with an oriented examination of the available documents;
* Specify an outline draft project phase highlighting different solutions and draft scenarios for each of them, and give elements of choice (costs and deadlines, advantages and disadvantages, economic feasibility);
* On the basis of the choices made by the Project Owner, define the detailed preliminary design phase, with precise plans and detailed calculations of the solution chosen (costs and deadlines, advantages and disadvantages, economic feasibility);
* After approval by the Project Owner, draw up the final documents for the implementation of the decisions made.

**IV. Basic documentation**

* List the basic documents available;
* Indicate which ones would be useful and are possibly not available.

**V. Methodology**

The service provider's mission is structured around three main phases:

* Before the beginning of the services, he would have taken time to finalise his work plan, the methodology used and the timetable for his intervention. Beforehand, he would have obtained from the Project Owner all the documentation necessary for the accomplishment of his task;
* During the mission, the service provider will work with the stakeholders designated by the Project Owner. He will conduct surveys with the various stakeholders in order to gather their opinion on the effectiveness of the measures envisaged;
* At the end of the mission, the service provider will submit a report within the deadlines and in accordance with the provisions of these Terms of Reference.

**VI. Reports to be produced by the service provider**

* At the end of each phase, the service provider shall present his first conclusions and recommendations to the Project Owner in the form of a provisional report;
* A deadline must be set for the Project Owner to make known his observations on the provisional report of each phase. After this period, the service provider may consider that his proposals are accepted;
* The final report shall highlight the service provider's conclusions and recommendations, details of the methodology and procedures followed and the evidence supporting his conclusions. Details of the recommendations shall be addressed in the annexes;
* The Project Owner shall review the draft final report, examine all the findings and recommendations before making comments on the report, especially its compliance with the Terms of Reference. The Project Owner's comments and explanations will be delivered with the approved provisional report produced by the service provider;
* All reports shall be drafted in English or French.

**VII. Timetable**

* The provisional report for each phase shall be submitted to the Project Owner within the time frame specified in the study schedule;
* The Project Owner shall provide written comments on the provisional report within [15 calendar days] after receiving the report;
* The final/provisional report shall be submitted to the Project Owner within *[the prescribed time limit]*;
* The Project Owner will have to approve the final report within [thirty (30) days], if accepted, the service provider shall have [10 calendar days] to submit the final report;
* The mission shall start on \_\_\_\_\_\_\_.

**VIII. Profile of the consultant**

*[In relation to the indicative grid given in the RPAO].*

**Annexes,** if any

DOCUMENT No.6: Technical proposal- Model tables

Summary:

[6.A. Letter of submission of the Technical proposal](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617479)

[6.B. Candidate’s references 113](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617480)

[6.C. onsutant’s observations and suggestions on the Terms of Reference and on data services and installations that are to be provided by the Contracting ’Authority](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617481)

[6.D. Description of the methodology and work plan proposed to accomplish the mission](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617482)

[6.E. Composition of the team and responsibilities of its members](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617483)

[6.F. Proposed specialised personnel Model Curriculum Vitae (CV)](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617484)

[6.G. Schedule of specialised personnel](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617485)

[6.H. Schedule of activities (Work programme)](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617486)

1. Letter of submission of the technical proposal

*[Place, date]*

To: *[Name and address of the project owner].*

Mr/Mrs,

We, the undersigned, [title to be specified], have the honour, in accordance with your TF No. .....of.....relating to........, to submit to you herewith our technical proposal for the service covered by the said TF.

Should this proposal be of interest to you, we are fully ready, on the basis of the personnel proposed, to enter into negotiations for the best possible conduct of the project.

We therefore undertake to comply strictly with the content of the said technical proposal, subject to any changes that may result from the contract negotiations.

Please accept, Madam/Sir ................., our kind regards./-

Signature of authorised representative: Name and title of signatory:

Name of Candidate: Address:

1. Candidate's References

Services rendered during the last [insert number from 1-5] years that best illustrate your qualifications

Using the form below, provide the information requested for each relevant task that your company/organisation has been contracted to undertake, either as a single company or as one of the main partners in a group.

|  |  |
| --- | --- |
| Name of the Mission: | Country: |
| Place: | Specialised personnel provided by your company/organisation (profiles): |
| Name of the Client: | Number of employees involved in the mission: |
| Address: | Number of months of work;  Duration of the mission: |
| Timeframe: |
| Start date: Completion date:  *(month/year) (month/year)* | Approximate value of the services  (in CFA francs excluding VAT): |
| Name of any associated providers/partners: | Number of months of work of specialists provided by the associated service providers: |
| Name and functions of the persons in charge (Project Director/Coordinator, Team Leader): | |
| Description of the project: | |
| Description of the services actually provided by your staff: | |

Name of the candidate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Produce supporting documents*

1. Comments and suggestions of the consultant on the terms of reference and on the data, services and facilities to be provided by the Contracting Authority

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the Project Owner:

1.

2.

3.

4.

5.

1. Description of the proposed methodology and work plan for the mission

*The technical design, methodology and work plan are the essential elements of the technical proposal. It is suggested that the technical proposal (maximum 10 pages, including tables and graphs) be presented in three sections:*

1. *Technical design and methodology,*
2. *Work plan, and*
3. *Organisation and personnel*

*a) Technical design and methodology. In this chapter, you are suggested to explain how you envisage the objectives of the mission, the design of the services, the methodology for carrying out the activities and achieving the expected results and the details of these. You should highlight the problems to be solved and their importance and explain the technical design you will adopt to do so. You should also explain the methodology you intend to adopt and its compatibility with the proposed design.*

*b) Work plan. In this chapter, you will propose the main activities of the task, their nature and duration, timing and interrelationships, milestones (including intermediate approvals by the Contracting Authority) and dates for presentation of reports. The proposed work plan must be consistent with the technical design and methodology, show that the terms of reference have been understood and can be translated into a practical work plan. A list of final documents, including reports, sketches and tables that constitute the final product should be included in this chapter. The staff schedule (4G) must be compatible with the Work Programme (4H)*

*c) Organisation and personnel. In this chapter you will propose the structure and composition of your team. You will list the main disciplines represented, the name of the expert in charge and a list of proposed key and support staff.*

1. Composition of the team and responsibilities of its members

**1. Technical/management staff**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name.** | **Specialisation** | Experience | **Position** | **Duties** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**2. Support staff (headquarters and local)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Position** | **Experience** | **Duties** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. Model Curriculum Vitae (CV) for the proposed specialised staff

Position: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of the Candidate: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of the employee: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Profession: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Certificates: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date of birth: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Number of working years by the Candidate:............................... Nationality: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Affiliation to associations/professional groups: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Specific duties: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Key qualifications:

*[In approximately half a page, provide an overview of the aspects of the employee's education and experience that are most relevant*

*to his/her duties in the mission. indicate the level of responsibility he/she has had on previous missions, including date and location].*

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Training:**

[In approximately one quarter of a page, summarize the employee's academic and other specialized studies, giving the names and addresses of schools or universities attended, with dates of attendance, and certificates earned].

**Attachments:**

* Certified copy of the highest certificate and possibly an attestation from the trade association
* Attestation of availability

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Work experience:**

[In approximately two pages, list the jobs the employee has held since graduation in reverse chronological order, starting with the current position. For each job, give dates, name of employer, job title and location. For the last ten years, also indicate the type of activity carried out and, if applicable, the names of clients who can provide references].

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Knowledge on ICT:**

*[Indicate, the level of knowledge]*

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Languages:**

*[Indicate, for each, the level of knowledge: poor/average/good/excellent, with regard to the language read/written/spoken].*

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Attestation:**

I, the undersigned, certify to the best of my knowledge that the above information accurately reflect my situation, qualifications and experience.

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . . . . . . . . . .

*[Signature of employee and authorised representative of the consultant].*

*Day/month/year*

Name of the employee: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Name of authorised representative: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. Schedule of specialised personnel

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | **Name** | Position | **Reports to be provided** | Staff(as a bar graph)[[11]](#footnote-11)2 | | | | | | | | | | | | | Total personnel/month | | | |
|  |  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** | **Headquarters (Head office)** | **Land[[12]](#footnote-12)3** | **Total** |
| **Personnel** | | | | | | | | | | | | | | | | | | | | |
| 1 |  |  |  | Headquarters (Head office) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | [Land] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  | **Partial Total** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

Reports to be provided:

Duration of activities:

Signature: *(Authorised representative)*

Name:

Nature:

Address:

1. Schedule of activities (work programme)

**A . Specify the nature of the activity**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | *[Months or weeks from the date of start of the mission]* | | | | | | | | | | | | | |
|  | 1st | 2e | 3e | 4e | 5e | 6e | 7e | 8e | 9e | 10e | 11e | 12e |  |
| Activity *(task)* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**B. Completion and submission of reports**

|  |  |
| --- | --- |
| Reports | Date |
| 1. Initial report |  |
| 1. Progress reports   a. First progress report  b. Second progress report |  |
| 3. Draft final report |  |
| 4. Final report |  |

DOCUMENT No7: Financial proposal model tables

Summary of model tables

[7.A. Submission letter of the financial proposal](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617891)

[7.B.Summary statement of the costs](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617892)

[7.C. Distribution of costs per activity](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617893)

[7.D. Unit costs for the key personnel](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617894)

[7.E. Unit costs of the execution personnel](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617895)

[7.F. Distribution of the remuneration per activity](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617896)

[7.G. Repayable charges per activity](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617897)

[7.H.Sundry charges](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617898)

[7.I. Unit price schedule framework](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617899)

[7.J. Detailed estimate framework](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617900)

[7.K. Unit price subdetail framework](file:///G:\Part%20of%20intellectual%20service.docx%20eng%20ok.docx#_Toc157617901)

1. Submission letter of the financial proposal

*[place, date]*

To: *[Name and address of the Project Owner or Delegated Project Owner]*

Mr/Mrs,

We, the undersigned, have the honour to offer our services as service provider for [title of services] in accordance with your Invitation to Tender No. [to be indicated] dated [date] and our Proposal (our Technical and Financial Proposals).

Attached is our Financial Proposal in the amount of [amount in words and figures as well as the lot(s) and the distribution in CFA francs/currency, if applicable]. This amount net of taxes, duties and fees, which we have otherwise estimated to be [amount(s) in words and figures].

Our Financial Proposal is binding on us, subject to any changes resulting from the negotiation of the Contract, until the expiry of the validity period of the Proposal, that is. until [date].

We understand that you are not obliged to accept any of the proposals received.

Please accept, Sir/Madam, the assurance of our kind regards.

Signature of authorised representative: : Name and title of signatory :

Name of candidate: : Address :

1. SUMMARY stateMENT of costs

|  |  |  |
| --- | --- | --- |
| Costs | Currency (ies) | Amount(s) |
| sub-total  Taxes, duties, dues and other tax charges  Total amount of the financial proposal |  |  |

1. DiSTRIBUTION of costs PER activity

|  |  |  |
| --- | --- | --- |
| Activity No: | Activity No: | Description: |
| Components of price  Remuneration  Repayable charges  Sundry charges  Sub-total | Currency (ies) | Amount(s) |

1. Unit costS FOR key personnel

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name and surnames** | **Qualification/**  **position** | **Cost** **per hour** | **Daily cost** | **Monthly cost** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. Unit costS of the executing personnel

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name and surnames** | **Qualification/**  **position** | **Cost per hour** | **Daily cost** | **Monthly cost** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. DiSTRIBUTION of Remuneration PER activity

Activity No: Name:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Names** | **Post** | **Contribution** | **Exchange rate remuneration**  **Exchange rate change** | **Amount** |
| Permanent staff  Local staff  External consultants  Grand total |  |  |  |  |

1. RePAYABLE expenses per activity

Activity No.: Name:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Description** | **Unit** | **Quantity** | **Unit price** | **Total Amount**  **Total** |
| 1.  2.  3.  4.  5. | International air trips  Miscellaneous travel expenses  Subsistence allowance  Local transport costs  Office rents/accommodation/  office services  **Grand total** | per trip  per trip  per day |  |  |  |

1. SUNDRY CHARGES

Activity No.: Name:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Description** | **Unit** | **Quantity** | **Unit price** | **Total amount**  **Total** |
| 1.  2.  3.  4. | Communication fees between  and  (telephone, fax, e-mail)  Drafting and reproduction of reports  Equipment: vehicles, computers, etc  Softwares  **Grand total** |  |  |  |  |

1. Unit Price Schedule FRAMEWORK

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No. Price** | **Description of the tasks**  **and unit prices in words** | **Unit** | **Unit prices**  **(In figures)** | | **Unit Price in words** |
| (CFA F EVAT) | In currency, where necessary |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. detailed estimate FRAMEWORK

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No. Price** | **Description** | **Unit** | **Quantity** | **Unit prices** | | **Total price** | |
| (CFA F EVAT) | In currencies, if applicable | (CFA F EVAT) | In currencies, if applicable |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

1. Unit Price Sub-Detail Framework

**Note on the presentation of price sub-details and taxes**

1. A sub-detail sets out all the steps involved in establishing a selling price. It is therefore an important element in assessing the quality of the price offered by a bidder.

It is not necessary to impose a presentation model on all bidders, given the wide variety of softwares used to determine price sub-details. However, they may include the following elements

1. Details of the sale coefficient in accordance with the model presented after this note;
2. Costs without services (coûts en prix secs) of materials provided for the service;
3. Costs without services (coûts en prix secs) of the supplies required for the service;
4. Cost of local and expatriate human resources;
5. For each price in the list, a sheet derived from points a, b, c and d above, indicating the outputs leading to the unit prices;
6. The precise sub-details of the fixed prices for fitting out, maintenance of the premises and supply of the means made available, if applicable;
7. Sub-details of taxes and duties.
8. Framework for the presentation of the sale coefficient, also known as overhead coefficients.

A. Overheads of the service

- .....

- ... .....

- …

Total C1

B. Headquarters overheads

- Headquarters costs .....

- Financial costs .....

- ... .....

-- Contingencies and profit .....

Total C2

Sales coefficient k = 100/(100-C)

with C=C1+C2

1. The Project Owner may propose a framework for the sub-detail of unit prices that includes the elements set out in point 1 above.

DOCUMENT No.8: Model Contract

REPUBLIQUEDUCAMEROUN REPUBLICOFCAMEROON

Paix-Travail-Patrie Peace-Work-Fatherland

--------- ----------

*[Indicate Project Owner or Delegated Project Owner]*

--------- ----------

**CONTRACT OR JOBBING ORDER No. \_\_\_\_\_\_\_\_/C or JO/PO or DPO/TB/00**

Awarded after invitation to tender. No.\_\_\_\_\_\_\_/IT /PO or DPO/TB/00 of.....................................

Project Owner or Delegated Project Owner: [indicate name and full address].

HOLDER: *[indicate the holder and his full address].*

P.O. Box Tel\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade Register No.: \_\_\_\_\_\_\_\_Taxpayer’ No.: RIB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBJECT:**

**PLACE: Region..............................................................................................**

**EXECUTION DEADLINE:.................................................(........................)months**

**AMOUNT IN CFAF:**

|  |  |
| --- | --- |
| ATI |  |
| EVAT |  |
| V.A.T. |  |
| AIR |  |
| Net to be paid |  |

FINANCING: *[Indicate source of financing].*

**BUDGET HEAD** : *[To be filled]*

SUBSCRIBED, ON

SIGNED, ON

NOTIFIED, ON

REGISTERED ON

Between

The Cameroonian Administration, represented by…………………………..

hereinafter referred to as "The Project Owner or the Delegated Project Owner

**On the one hand**,

**And**

**The Service provider....................................**

P.O. Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tel\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade Register No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Taxpayer’s No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented by Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, his General Manager,

hereinafter referred to as "the service provider".

**On the other hand,**

It has been agreed and decided as follows:

Table of ContentS

Part I: The Special Administrative Conditions (SAC)

Part II: Terms of Reference (ToR)

Part III: Unit Price Schedule (BPU)

Part IV: Detailed or Estimate (DE)

Page........................ and Last of the contract or Jobbing Order No. /C or JO/PO/TB/.......... Awarded after invitation to tender [specify tender references].

With\_\_\_\_\_\_,

*For..............................................................................................*

EXECUTION DEADLINE:.................................................(........................)months

Amount of the contract or jobbing order in CFAF:

|  |  |
| --- | --- |
| ATI |  |
| EVAT |  |
| V.A.T. |  |
| AIR |  |
| Net to be paid |  |

**Read and accepted by the service provider**

*[place], on..........................................................................*

**Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[Project Owner or Delegated Project Owner]**

*[place], on..........................................................................*

**Registration**

*[place], on..........................................................................*

DOCUMENT No.9: Samples or MODEL FORMS To be used by Bidders

**Note on Sample Documents to be Used**

The Bidder shall fill and submit in his tender the Bid Form in accordance with the provisions contained in the Tender File.

The bidder shall provide a bid bond, using the model presented in this document. The draft contract must include all the corrections or modifications made on the selected tender resulting from the correction of errors in accordance with Articles 26 and 30. 2 of the General Regulations of the Call for Tenders, the updating of the price in application, where applicable, of Article 12 of the General Regulations of the Call for Tenders as a result of the tender evaluation period, the choice of an alternative offer, the acceptance of variations deemed acceptable or any other mutually acceptable modification allowed by the Tender File, such as a change in key personnel, subcontractors, programme for the execution of the services, etc.

The Final bond and start-off advance bond models do not need to be filled at the time of bid preparation. Only the successful Bidder will be asked to provide the Final bond and the Start-off advance bond, if any, in accordance with the template provided in this document. Any failure by the service provider to comply with its obligations under this Contract shall constitute grounds for forfeiture of the Final Bond, provided that such failure has been established by the Project Manager/Project Owner. Immediately it is required that the bond should have effect, the guarantor shall be obliged to comply without any form of procedure.

Sample Table

|  |  |  |  |
| --- | --- | --- | --- |
| Annex No.1 | : | Declaration of intention to tender. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. |  |
| Appendix No. 2 | : | Model bid bond. . . . . . . . . . . . . . . . . . . . . . . . . . . |  |
| Appendix No. 3 | : | Model Final Bond. . . . . . . . . . . . . . . . . . . . |  |
| Appendix No. 4 | : | Sample start-off advance bond. . . . . . . . . . . . . . . . . . . . |

Appendix No. 5 Sample sheets for the presentation of equipment; . . . . . . . . . . . . . . . . . . .

ANNEX No.1: Declaration of intent to tender

*To be inserted as an annex to the*

I, the undersigned,

Nationality:

Place of residence

Function:

By virtue of my powers as General Manager, having taken cognisance of the National Tender File No.

[indicate the nature of the service].

Hereby declare my intention to bid for this invitation to tender.

Done at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on

Signature, name and stamp of the bidder

**Annex no.2: ModEl BID BOND**

Financial institution:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference of the bond No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addressed to [*indicate Project Owner or Delegated Project Owner and his address*] Cameroon, hereinafter referred to as *"the Project Owner or Delegated Project Owner”*

Whereas the company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "the Bidder", has submitted its offer on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for [*recall the subject of the invitation to tender*], hereinafter referred to as: "the tender") and to which must be attached

a provisional bond equivalent to [*indicate the amount in CFA francs*]

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*name and address of bank*] \_\_\_\_\_\_\_\_\_\_\_\_\_represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of [*names of signatories*] hereinafter referred to as "the bank" hereby declare to guarantee payment to the Project Owner or Delegated Project Owner of the maximum sum of [*indicate the amount*] CFA Francs that the bank pledges to pay in full to the Project Owner or Delegated Project Owner, binding itself, its successors and assignees

The conditions of this obligation are as follows:

If the Bidder withdraws his offer during the validity period specified in the Tender File;

Or if the Bidder, having been notified of the award of the contract by the Project Owner or Delegated Project Owner during the validity period.

- Fails or refuses to sign the contract though required to do so,

We commit ourselves to pay to [the Project Owner or Delegated Project Owner] an amount up to the maximum of the sum referred to above, upon receipt of his first written request, without the Project Owner or Delegated Project Owner being required to justify his request, given, however, that in his request, the Project Owner or Delegated Project Owner 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 met and he shall specify which condition(s) took effect.

This bond shall enter into force from the date limit set by the Project Owner or Delegated Project Owner for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the Project Owner or Delegated Project Owner to cause it to take effect should reach the bank by register mail with acknowledgement of receipt before the end of this validity period.

.

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

*Signed and authenticated by the bank.*

At\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*on* \_\_\_\_\_\_\_\_\_\_\_

*[Bank’s signature]*

**Annex no.3: ModEl FINAL BOND**

Financial institution:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference of the bond: No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Addressed to [indicate the Project Owner or Delegated Project Owner and his address] Cameroon, hereinafter referred to as "the Project Owner”

Whereas\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[*Name and address of the Supplier or Service provider*], hereinafter referred to as "the supplier or Service provider", has undertaken, in execution of the contract referred to as "the contract", to execute [*indicate the nature of the supplies and ancillary services*]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Whereas it is stated in the contract stipulates that the Supplier shall entrust to the Project Owner or Delegated Project Owner a final bond, on an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding contract tranche, as guarantee of the performance of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to give the Supplier this bond,

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name and address of the bank*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [names of signatories], hereinafter referred to as ", undertake to pay the Project Owner or the Delegated Project Owner within a maximum deadline of eight (8) weeks, upon simple written request from the latter stating that the Supplier has not met his contractual commitments under the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [i*n figures and words]*.

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

This Final Bond shall enter into force upon signature and upon notification of the contract. The bond shall be released within [*indicate the deadline]* from the date of provisional acceptance of the supplies.

After the deadline referred to above, the bond shall become void and should be automatically returned to us without further procedure.

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

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

*Signed and authenticated by the financial institution.*

at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.,*on* \_\_\_\_\_\_\_\_\_\_\_\_

*[Bank’s signature]*

**Annex no.4: ModEl START-OFF ADVANCE BOND**

Bank: reference, address: …………...........................……………………

We, the undersigned (bank, address), hereby declare, to guarantee, on behalf of: *……………....................................... [the contract holder]*,

For ---------------------------------the Project Owner or the Delegated Project Owner *[Address of the Project Owner or the Delegated Project Owner] (“*the beneficiary”*)*

The payment without contest and upon receipt of the first written request by the beneficiary, declaring that ………….................…….. *[the holder]* did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract………….................…….. of …………..................................…….. relating to the services *[indicate the subject of the services, the references of the invitation to tender and the lot, if possible]*, of the maximum total sum corresponding to the advance *[forty percent (40%))* of the amount all taxes inclusive of Contract No.………….......................…….., payable upon notification of the corresponding Administrative Order, that is:…………......... CFA francs

This guarantee shall enter into force and take effect upon reception of the respective parts of this advance on the accounts of …………..........................……..*[the contract holder]* open in the bank………….................……... under No. …………....................

It shall remain in force up to the reimbursement of the advance in accordance with the procedure set in the Special Administrative Conditions. However, the amount of the bond shall be reduced proportionally to the reimbursement of the advance and as it is reimbursed.

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

*Signed and authenticated by the financial body*

*at……………..........................……….., on……………..........................………..*

*[signature of the financial body]*

ANNEX no. 5: Sample SHEETS FOR THE presentation OF THE equipment

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description | Quantity | Owner/Hiring | Year of obtention | Proof |
|  |  |  |  |  |  |

## 

DOCUMENT No.10: Integrity Charter

**Note relating to the integrity charter**

The bidder must complete and present in his tender the integrity charter addressed to the Project Owner and signed by the person(s) authorised to commit him. In the case of a group, the charter must be subscribed by all its members.

**INTEGRITY CHARTER**

**TITLE OF THE INVITATION TO TENDER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**THE “BIDDER”**

**TO**

**THE “PROJECT OWNER”**

1. We acknowledge and testify that we are not and none of the members of our group and our subcontractors are concerned by the following cases:

1.1) Being in the state or have been subject of bankruptcy procedure, gone into liquidation, termination of business or been in any situation resulting from a procedure of similar nature;

1.2) Have been subject of a sentence pronounced since less than five years by a competent judge (res judicata) for an offence committed within the framework of a contract award or execution;

1.3) at the professional level, having committed during the last five years a serious offence during the award or execution of a contract or a framework agreement;

1.4) Having not fulfilled our obligations related to the payment of social security contributions or related to the payment of taxes according to the legal provisions;

1.5) Being on the list of financial sanctions passed by the United Nations and any other Technical and Financial Partner within the framework of a contract award and execution;

1.6) Being guilty of false statements by providing information required within the framework of a contract award process.

2. We testify that we are not and none of the members of our group and our subcontractors are not facing one of the following situations of conflict of interest:

2.1) Shareholder controlling the Project Owner or a subsidiary company controlled by the Project Owner, unless the conflict in its proceedings has been made known to the Authority in charge of Public Contracts and settled at his satisfaction;

2.2) Having business or family relations with a member of the Project Owner services involved in the selection process or the control of the related contract, unless the conflict in its proceedings has been made known to the Authority in charge of Public Contracts and settled at his satisfaction;

2.3) Controlled or being under the control of another bidder, being under the control of the same company as another bidder, receiving from another bidder or award to another bidder directly or indirectly subventions, having the same legal representative as another bidder, to be in contact directly or indirectly with another bidder enabling us to have and give access to information contained in our respective offers, to influence them or the decisions of the Project Owner;

2.4) To be engaged for a counselling mission which by nature might be incompatible with our missions for the account of the Project Owner;

2.5) In the case of a procedure whose subject is the award of a contract for works or supplies:

i) having prepared ourselves or have been associated to a consultant who prepared the specifications, plan, calculations and other documents used within the framework of the considered competitive bidding process;

ii) Being ourselves or one of the firms to which we are affiliated, recruited or to be recruited by the Project Owner to supervise or control the services within the under the contract or the framework agreement.

3. If we are a public establishment or a public enterprise, we testify that we are a legal entity with financial autonomy and we are managed according to the rules of public or private accounting rules respectively, that we are not under the supervisory authority of the Project Owner or Delegated Project Owner concerned, unless formal authorisation from the Authority in charge of Public Contracts.

4. We commit ourselves to communicate without delay to the Project Owner who shall inform the Authority in charge of Public Contracts, any change in the situation with regard to the preceding points 1 to 3.

5. Within the framework of the award and execution of the contract or framework agreement

5.1) We have not committed and shall not undertake unfair schemes (actions or omission) with the objective to intentionally trick someone, to intentionally hide elements, to surprise or vitiate his consent or make him get bypass the legal or regulatory obligations and/or violate its internal rules in order to obtain illegitimate profit.

5.2) We have not committed and shall not commit unfair schemes (actions or omission) contrary to our legal or regulatory obligations and/or violate their internal rules to obtain illegitimate profit.

5.3) We have not promised, offered or granted and we shall not promise, offer or grant directly or indirectly to (i) anybody holding a legislative, executive, administrative or judiciary mandate within the State, who was appointed or elected as permanent or not, who is remunerated or not and whatever his hierarchical level, (ii) any other person carrying out a public duty including for public body or public enterprise, or provide a public service, or (iii) any other person serving as public employee within the State, an undue advantage of all nature, for himself or for another person or body, in order to fulfil or abstain from accomplishing an act in the discharge of his official duties.

5.4) We have not promised, offered or granted and we shall not promise, offer or grant directly or indirectly to anybody who manages a body from the private sector or works for such a body in whatever capacity, an undue advantage of all nature for himself or for another person or body, to accomplish or abstain from committing an act in violation of his legal contractual or professional obligations.

5.5) We have not promised, offered or granted and we shall not promise any act likely to influence the contract award process or the framework agreement to the detriment of the Project Owner and notably none anticompetitive practice with the objective to prevent, restrict or distort the game of competition, especially by trying to limit access to the Contract or free practice of competition by other companies.

6. Ourselves, the members of our group and our subcontractors authorise the Project Owner to examine the documents and the accounting documents related to the Contract award and execution and to submit them at the verification of auditors appointed by ARMP.

7. Failure by us, one of the members of our group and our subcontractors to comply with the rules governing this charter, we acknowledge that we are exposed to the sanctions provided for by the laws and regulations in force.

**Name**

**Signature**

Duly authorised to sign the offer for and in the name of:

On

day of

DOCUMENT No.11:

**COMMITMENT STATEMENT TO COMPLY WITH ENVIRONMENTAL AND SOCIAL CLAUSES**

**TITLE OF THE INVITATION TO TENDER:** \_\_\_\_\_\_\_\_

**THE “BIDDER”**

**TO**

**THE “PROJECT OWNER”**

In the context of the award and execution of the Contract:

1) We undertake to respect and ensure that the members of our group and all our subcontractors comply with the environmental and social standards recognised by the international community among which are the fundamental conventions of the International Labour Organisation (ILO) and international conventions on the protection of the environment in compliance with the laws and regulations applicable in Cameroon

2) In addition, we also commit ourselves to implement environmental and social risk mitigation measures, in the environmental and social impact notice provided, if necessary, by the Project Owner.

3) Ourselves, the members of our group and our subcontractors authorize the Project Owner to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification to auditors designated by ARMP.

**Name**

**Signature**

Duly authorised to sign the offer for and in the name of:

On

Day of\_\_\_\_\_\_\_\_\_\_\_\_

**DOCUMENT No. 12: Visa OF maturitY oR**

**PROOFS OF prELIMINARY STUDIES**

[To be filled in systematically by the Project Owner or the Delegated Project Owner according to the nature of the services to be carried out and in accordance with Articles 54 to 57 of the Public Contracts Code].

## Note on the preliminary studies

In accordance with the Public Contracts Code, the Project Owner or the Delegated Project Owner, before initiating the contracts award procedure or before submitting a file to the relevant Tenders Board, must ensure that the draft Tender Files are based on preliminary studies.

These studies should be required during the review of the Tender File (TF) by the Tenders Boards.

The Project Owner or the Delegated Project Owner shall be bound to fill in the questionnaire in Annex 1 together with the supporting documents for the said studies.

## 

## PROOF OF PRELIMINARY STUDIES

1 Has this project been the subject of preliminary study:

2 If yes, attach and Indicate:

2.1. The date;

2.2. The name of the public or private Project Manager who carried them out;

2.3. The references of the contract, if a private project manager;

* 1. Description of the studies: ToR, Technical specifications

1. Are the quantities of the detailed estimate compatible with the budget allocation available?

Where the quantities are not compatible with the amount available, the Tenders Board shall require the updating of the prior study before the consultation is launched.

For lessscope services, the Project Owner or the Delegated Project Owner can equally provide calculation proof of the quantities of the TF.

***N.B:*** *The Chairperson of the Tenders Board may, before making a decision, request an expert’s opinion on the quality of the studies carried out.*

DOCUMENT No.13:

list of BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED BY THE MINISTER IN CHARGE OF FINANCE to issue bonds FOR Public contracts

***[NB: insert the list in force at the time the procedure is launched].***

**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
5. CITI Bank
6. Commercial Bank of Cameroon
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon

13. United Bank of Africa

1. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), P.O. Box 12962 Yaoundé ;
2. Bank of Africa Cameroon (BOA Cameroun), P.O. Box 4593 Douala

**II- Insurance companies**

1. Chanas assurances;
2. Activa Assurances
3. Atlantique Assurances S.A., P.O. Box 2933 Douala ;
4. Zénithe Insurance S.A.;
5. Pro-Assur S.A ;
6. Aréa Assurances S.A, P.O. Box. 1531 Douala ;
7. Bénéficial General Insurance S.A., P.O. Box 2328 Douala;
8. CPA S.A., P.O. Box. 54 Douala;
9. Nsia Assurances S.A., P.O.Box. 2759 Douala;
10. SAAR S.A., P.O Box 1011 Douala;
11. Saham Assurances S.A., P.O.Box. 11315 Douala;

**NB:** As this list is evolving, the Project Owner or the Delegate Project Owner should ensure during the preparation of the TF that it is the latest update from the Minister in charge of Finance.

**Document no.14: ONLINE BIDDING PROCEDURE**

|  |  |  |
| --- | --- | --- |
| **REPUBLIQUE DU CAMEROUN**  Paix – Travail – Patrie  **----------**  PRESIDENCE DE LA REPUBLIQUE  **----------**  **MINISTERE DES MARCHES PUBLICS**  **----------** |  | **REPUBLIC OF CAMEROON**  Peace – Work – Fatherland  **----------**  PRESIDENCY OF THE REPUBLIC  **----------**  **MINISTRY OF PUBLIC CONTRACTS**  **----------** |

**THE ONLINE BIDDING PROCEDURE**

To submit a tender online, the service provider must follow the four steps below:



Step 1: Company registration on the COLEPS platform

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “*Bidders Registration*” tab and carefully fill the application form;
* Print the filled application form generated by the system;
* Have the application form signed by the Head of Structure and stamped with the company stamp;
* Submit the duly filled and formalised form to MINMAP together with the following documents:
  1. Photocopy of an Attestation of Non-Bankruptcy (less than 3 months old);
  2. Photocopy of the Trade Register;
  3. Photocopy of the Bank Account Details (RIB);
  4. Photocopy of the Certificate of Tax Compliance (less than 3 months old).

Step 2: Acquiring the Electronic Certificate

* Collect the Certificate Request form available at MINMAP or download it from the ANTIC website at <http://www.camgovca.cm> under the heading “*Requesting Certificates (Company)” section;*
* Fill the form and submit it to MINMAP together with the following documents:
  1. Receipt for payment of the Electronic Certificate acquisition fees of an amount of 50,000 CFAF to be paid into the ANTIC account with SCB Cameroon under number 10002 00031 12493593150 94;
  2. A Photocopy of the certificate applicant’s National Identity Card.
* Register with the MINMAP operator and obtain the certificate application receipt;
* Connect to the address <http://www.camgovca.cm/fr/operations-certicats.html> and download the Electronic Certificate onto a removable medium (blank) using the information (reference number and authorisation code) contained in the receipt.

(Remember to carefully keep the password for connections to COLEPS).

Step 3: Registering the Electronic Certificate on COLEPS

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “*Bidders Registration” tab*, then the “*New Registration / Additional Certificate*” section. identify the company using the trade register number, then add the Certificate after filling in the form carefully.

**Technical assistance**

For technical assistance, in the event of a problem using the platform, please call (+237) 222 238 155 / 222 237 084/677 006 110 or send an e-mail to [dsi@minmap.cm](mailto:dsi@minmap.cm).

1. This document may not be required in the event of categorisation and open invitation to tender [↑](#footnote-ref-1)
2. Order fixing the amount of bid bond [↑](#footnote-ref-2)
3. A deadline of one hour at most after the submission of bids [↑](#footnote-ref-3)
4. This section is not compulsory. However, if necessary, the Project Owner or Delegated Project Owner may set a maximum deadline [↑](#footnote-ref-4)
5. 1 Order to set TF purchase fees [↑](#footnote-ref-5)
6. Specify how the essential criteria are validated on the basis of the number of sub-criteria met [↑](#footnote-ref-6)
7. Cette rubrique n’est pas obligatoire. Cependant, en cas de nécessité, le MO/MOD peut fixer un délai maximum [↑](#footnote-ref-7)
8. *Ces critères ont pour objet d’apprécier la conformité aux conditions fixées dans le Dossier d’Appel d’Offres, des pièces administratives, de l’offre technique et de la proposition financière en vue de l’attribution du marché soumissionnaires* [↑](#footnote-ref-8)
9. Préciser les modalités de validation des critères essentiels à partir du nombre de sous-critères respectés [↑](#footnote-ref-9)
10. Specify the modalities for validating essential criteria from the number of sub-criteria respected [↑](#footnote-ref-10)
11. 2 Months are counted from the start of the mission. For each staff member indicate separately whether they are assigned to HQ or the field. [↑](#footnote-ref-11)
12. 3 Fieldwork means work done outside the consultant's headquarters [↑](#footnote-ref-12)