&

REPUBLIC OF CAMEROON

PEACE-WORK-FATHERLAND

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

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

*[Insert name]*

***[(Internal or Special) TENDERS BOARD]***

*[Insert name]*

|  |
| --- |
| *[Open]**[National or international]* **Call for Applications File****No.**………......**/***[Type: NOIT or NRIT, IOIT or IRIT]*  */****PO or DPO****/* **ITB or RTB or DTB or STB** *[insert the financial year]* **of** *[insert date of signing of the Call for Applications Notice]*  **For** *[insert the subject of the Call for Applications]* |

**FI****NANCING: ………………………**

**BUDGET HEAD: ………………………**

**FINANCIAL YEAR …….**

**MODEL CALL FOR APPLICATIONS FILE FOR THE AWARD OF SERVICES SUBSEQUENT CONTRACTS FRAMEWORK AGREEMENT**

Monthandyear

**Table OF ACRONYMS**

ARMP: Public Contracts Regulatory Agency

BPU: Unit Price Schedule

DQE: Detailed Quantity and Estimates

MINMAP: Ministry of Public Contracts

PO/DPO: Project Owner / Delegated Project Owner

SDUP: Sub-Detail of Unit Prices

ITB: Internal Tenders Board

CCCB: Central Contracts Control Board

STB: Special Tenders Board

DTB: Divisional Tenders Board

MTF: Model Tender File

TF: Tender File

MCAF: Model Call for Application File

CAF: Call for Application File

CF: Consultation File

GRC: General Regulations for Consultation

**Preface**

*This Call for Applications Model File has been d**esigned by the Public Contracts Regulatory Agency (ARMP)* ***and put into force by the Authority in charge of Public Contracts*** *for Project Owners and Delegated Project Owners for the award of framework agreement services subsequent contracts.*

*It includes:*

***PART A FRAMEWORK AGREEMENT AWARD PROCEDURE: Call for Application File (CAF)***

|  |  |  |
| --- | --- | --- |
| *Document No. 1* | *:* | *Call for Applications notice (CAN) drafted in English and French* |
| *Document No. 2* | *:* | *Bids evaluation grid* |
| *Document No. 3*    ***PART B:*** | *:* | *Model of framework agreement*  ***Subsequent contracts award procedure: Call for Application File (CAF)*** |
| *Document No. 1* | *:* | *Letter of Invitation to bid (LIB)* |
| *Document No. 2* | *:* | *Regulations of the Consultation (RC)* |
| *Document No. 3* | *:* | *Model of subsequent order contract* |
| *Document No. 4* | *:* | *Special Administrative Clauses (SAC)* |
| *Document No. 5* | *:* | *Terms of Reference and/or technical specifications of the service* |
| *Document No. 6* | *:* | *Unit price and fixed price schedule framework* |
| *Document No. 7* | *:* | *Detailed quantity and cost estimate framework* |
| *Document No. 8* | *:* | *Unit price subdetail framework framework* |
| *Document No. 9* | *:* | *Model of table for comparing bids* |
| *Document No. 10* | *:* | *Model Forms and documents to be used by the bidder* |
| *Document No. 11*  *Document No. 12*  *Document No. 13*  *Document No. 14*  *Document No. 15* | *:* | *Form of integrity charter*  Form of commitment statement to comply with environnemental and social clauses  Visa of maturity or any other justification of preliminary studies to be filled by the Project Owner or the Delegated Project Owner  List of financial institutions and bodies authorised to issue bonds for public contract  Online bidding procedure |

***N .B****: This facilitation document designed by the Public Contracts Regulatory Agency and put into force by the* ***Authority in charge of Public Contracts*** *shall be considered as an outline aiming to guide the Project Owner (PO) or the Delegated Project Owner (DPO) in the design of their Tender files.*

*For its proper use, it is imperative to refer to the footnotes and to examples contained in it. It is available at the Public Contrac**ts Regulatory Agency (ARMP) headquarters and in its Regional Centres].*

*After inserting the specific details at the indicated positions and deletion of non-appropriate alternative provisions, the document can be used once the Project Owner or the Delegated Project Owner has ensured that there is no contradiction or conflict between clauses.*

*The general instructions that follow shall be respected by the users of this document:*

***a.******Special information*** *such as the name of the Project Owner or the Delegated Project Owner, and the address for the withdrawal of the Call for Applications File (CAF) shall be filled in the call for application notice and in the letter of Invitation to Tender. The final document shall not include blank spaces nor alternative provision.*

***b.*** *The footnotes or italic inserted in call for applications, the letter of invitation toTender, the bidding regulation, the SAC, the supply schedule, the Price Schedule and the Detailed Quantity and Estimates (DQE) represent instructions or guides to be followed by the PO or the DPO. They shall not be included in the final document;*

***c.*** *The footnotes inserted in the forms subject of Document No. 15 to be filled by the Bidder shall be preserved because they contain instructions for the latter.*

***d.*** *The criteria for the qualification of candidates and for the bid evaluation, as well as the various evaluation methods presented in the Call for Applications shall be the subject of a deep analysis in view of retaining those applicable to the consultation considered.*

***e****. It is worth recalling that Tender Files for some specific services prevail over this document only if designed and put into force in accordance with the regulations in force.*

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PART A: SUBSEQUENT CONTRACTS FRAMEWORK AGREEMENT AWARD PROCEDURE: Call for Application File

Document No.1:

Call for Applications Notice (CAN)

***Note relating to the call for applications***

*The call for application notice drafted in Engli**sh and French provides the information needed by the potential bidders to consult or decide to acquire or consult the Call for Application File (CAF) in order to eventually make an offer. It notably contains the criteria for the evaluation of bids.*

*As general scope document, the information contained in the call for application notice shall concord with the information provided by other documents of the call for application file, in particular, the regulations of the consultation*

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

L’Avis d’Appel à candidature, 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 à Candidatures (DAC), en vue de présenter une offre le cas échéant. Il contient notamment les critères d’évaluation des offres.

Les pièces de portée générale, les informations contenues dans l’avis d’appel à candidature doivent concorder avec celles fournies par les autres pièces du Dossier d’appel à Candidatures et, en l’occurrence, le règlement de la consultation.

*[Open]* ***Call for Applications Notice No****. …..../*

*[Type: ONIT/OIIT] [Project Owner or Delegated Project Owner]* ***/ [Type of TB: ITB or STB]*** *[Financial year]* **of** *[Date of signature of call for applications notice]* **for** *[the signature of a Framework-Agreement subject of the call for applications]*

1. **Subject of the call for applications**

Within the framework of *[to be specified]* the *[*Project Owner or the Delegated Project Owner*] [to be specified]* hereby launches a call for applications for the selection of suppliers *[type of call for applications]* for *[subject of the call for applications]*.

1. **Nature and execution period of the Framework-Agreement**

2.1 This is Subsequent contracts Framework-Agreement and awarded with (at least three (3) suppliers to be specified if applicable*)*. 

2.2 The execution period of the Framework-Agreement shall be … *[to be specified taking into account the fact that the duration of the Agreement cannot exceed 3 years]* from the date of notification of the Framework-Agreement.

1. **Consistency of services**

The services covered by this consultation comprise ….. [*Brief description of* ***the supplies*]**, (transport, handling (local), commissioning and acceptance as appropriate to be specified by [*Project Owner or the Delegated Project Owner*] and **ancillary** **services *[****installation,**training, initial maintenance ….] (****to be quantified)***

1. **Tranches/Allotment**

This call for applications comprises: [specify the number of lots]. The related supplies shall be executed in [specify the number of tranches if applicable].

1. **Participation and origin**

Participation in this call for applications is open to [specify, if applicable, the quality of the service providers concerned].

1. **Financing**

The services subject of this call for applications shall be financed by ……………… [funding source of ……………………. financial year, budget head No. \_\_\_\_\_\_ .

1. **Submission method**

The submission method chosen for this consultation is ………………….. [specify one of the three submission methods below: online, offline, online and offline].

However, where both options are available, a bidder may not use both online and offline methods.

1. **Consultation of the call for applications file**

The hard copy form of the file may be consulted free of charge at the services of PO/DPO during working hours at [place of consultation of the File (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 platform** [**http://www.marchespublics.cm**](http://www.marchespublics.cm) **and** [**http://www.publiccontracts.cm**](http://www.publiccontracts.cm)**,** on the ARMP website ([www.armp.cm](http://www.armp.cm)), or on any other electronic means of communication indicated by the Project Owner (to be specified)

**9 Compiling application files**

The bidder shall produce an offer grouped in three volumes inserted in different separate envelopes and submitted in a sealed envelope, presented as follows:

***Envelope A–Volume I: Administrative documents***

They shall comprise notably:

a. Declaration of intention to tender;

b. The group agreement, and the power of attorney of the representative where applicable;

c. The power of signature, if applicable;

d. A certificate of non-bankruptcy issued by the Court of First Instance or any other document issued by the competent institution of the foreign bidder's country of residence dated less than three (3) months preceding the date of submission of tenders;

e. A certificate of non-exclusion from public contracts issued by the body in charge of regulating public contracts;

f. A clearance certificate issued by the National Social Insurance Fund certifying that the bidder has fulfilled his obligations to the said fund, dated less than three months from the date of signature of the said certificate;

g. A clearance certificate issued by the competent authority of the tax administration certifying that the bidder has made the statutory tax declarations for the current financial year, dating less than three months;

**For foreign candidates:** They shall be required to produce the equivalent documents, in particular: those relating to their tax situation, compliance with regard to social security and non-bankruptcy or non-suspension of payments. [to be filled where applicable].

**NB: The originals or copies of the required administrative documents must be certified as true by the issuing department or the competent administrative authority, failing which they shall be rejected. They must be valid on the original date limit for the submission of applications.**

**Envelope B-Volume II:** Technical file

The technical file shall contain the following documents:

The list of documents to be provided by candidates to justify their qualification includes, in particular, references, equipment and personnel:

**A list of references *[to be specified]* accompanied by supporting documents, in this case**:

* The list of the contracts executed (project owners, subject, amount, date of acceptance) by the bidder as main service provider (or sub-contractor) during the *[to be specified] past years.*
* *These references shall be accompanied by supporting proofs, notably:*
* Copies of the first and last pages of the contract;
* Final or provisional acceptance report, performance certificate, if applicable;
* Other supporting documents, if applicable and to be specified.

1. **A list of personnel to be mobilized** *[to be completed]* within the framework of ancillary services (installation of equipment and users training) in accordance with the model annexed to the Call for Applications File (DAC).

*The candidate must establish that he possesses the required personnel for the required key positions, notably:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed position** | **Minimal qualification** | **Years of general experience** | **Specific years of experience in terms of similar projects executed** | **Position or function occupied for each project** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

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

*[Insert in the table above: (i) the list of key positions (e.g. Works manager, Works Supervisor, Engineering structures site foreman, Head of Technology Lots, etc.), (ii) the number of years of experience in works requested for each of the key personnel (from \_\_\_ to \_\_\_ years), and (iii) the number of years of experience in similar works requested for each of the key personnel (from \_\_\_\_ to \_\_\_ years)].* 

**NB: Require a copy of the diploma and proofs of experience for the proposed personnel, that is.:**

* certified true copy of diploma *[to be filled]* of less than three (3) months old;
* certificate of registration with the national orders, if applicable;
* dated and signed curriculum vitae;

signed and dated attestation of availability;

* Labour certificates or labour contracts, where applicable.

**NB: All the above-mentioned documents must be certified true copies, signed and dated less than three months from the original date limit set for the submission of offers by the issuing departments or authorised authority*.***

1. ***After sale service (where necessary)***

* a list of small material required for the execution of the quantifiable services, [to be completed] if applicable.
* Proof of repair workshop
* Training of the users where necessary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be specified whether the number and the method of designation of the users to be trained)

**NB: the justification of this list shall be evidenced by the production of** certified copies of the registration documents for the rolling stock and the purchase invoices for the other equipment, where applicable, accompanied by a signed equipment hiring commitment, pictures, identification information of the officials of the repair storage location (join the localization of the storage location, pictures (internal and external), phone number of the officials and the technicians, the list of material of the storage location.

1. **The model Framework Agreement initialled on all pages and signed on the last page.**
2. **Integrity charter**
3. **Commitment statement to comply with social and environmental clauses;**
4. **A sworn statement for not having abandoned a contract during the last three (3) years.**
5. **Financial capacity (to be specified).**

The different parts of the same file must be separated by dividers of a colour other than white, both in the original and in the copies, so as to facilitate its examination.

**10-Submission of application files**

*Each tender shall be drafted in English or French.*

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

*“[Open or Restricted] [National or International] call for applications No.…..../*

*[Type: ONIT, RNIT, OIIT, RIIT] [Pr**oject Owner or Delegated Project Owner] / relevant TB /CCCB-AG as appropriate/ [Financial year] of [Date of signature of the call for applications notice] for [Subject of the call for applications]*

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

* If the submission is done electronically, the offer shall be transmitted, by the bidder on COLEPS platform *or any other official electronic communication means* indicated by the Project Owner no later than [date limit for receipt of bids] at [time limit]. 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 indication, within deadlines set.

**NB:** File size and format

For online submission, the maximum sizes of the documents 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 application files**

Administrative documents and the technical file must be inserted in different separate sealed envelopes and submitted in sealed envelope.

The following shall be inadmissible by the Project Owner,

* *Bids revealing the identity of the bidder;*
* *Bids submitted after the date and time limits for submission;*
* *Bids without indications on the identity of the call for applications*;
* *Bids non-compliant with the bidding method;*
* *Failure to produce the number of copies specified in the Call for Application Notice or offer only in copies.*

Any incomplete tender in accordance with the requirements of the Applications File shall be declared inadmissible.

1. **Opening of bids**

Bids shall be opened in one phase and shall take place on \_\_\_\_\_\_\_\_\_\_\_ [to be specified] at \_\_\_\_\_\_\_\_\_\_\_\_ o’clock [to be specified] by the Project Owner or the Delegated Project Owner’s Tenders Board in room…………located at ........................ [to be specified].

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 in the administrative file required must be produced in originals or in copies certified as true by the issuing department/service or the competent administrative authority, in accordance with the stipulations of the Call for Application Notice. 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 call for applications notice.

In case of absence or non-conformity of a document in the administrative file at the opening of bids, after a period of forty-eight hours granted by the Board, the offer shall be rejected.

*[The opening of the bid-opening session must be done not later than one hour after the time-limit for the submission of bids as specified in the call for applications file]*

1. **Evaluation criteria**

*[The evaluation criteria are of two types: the eliminatory criteria and the essential criteria[[1]](#footnote-1).* No criterion shall be both eliminatory and essential*].*

* 1. **Eliminatory criteria**

*[The eliminatory criteria set the minimum c**onditions to be fulfilled in order to be admitted to the evaluation according to the essential criteria. They should not be subject of scoring. Failure to comply with these criteria shall lead to the bidder’s offer being rejected].*

*These include:*

* Failure to produce, after the deadline of 48 hours following the opening of offers, a document in the administrative file that is deemed to be non-compliant or missing;
* False declarations, fraudulent schemes or forged documents;
* Failure to comply with X essential criteria (X referring to the qualification threshold of technical offers) ;
* Failure to provide a sworn statement that no service has been abandoned in the last three years;
* Failure to comply with offers file format;
* Absence of the integrity charter
* Absence of the Commitment statement to comply with social and environmental clauses

NB: Depending on the specific nature of the service, other relevant criteria may be added when drafting the Call for Applications File.

**13.2. Essential criteria**

*[The so-called essential criteria are chief or key criteria used to assess the technical and financial capacities of candidates to execute the services subject of the call for applications. 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.*]*

The essential criteria for qualifying bidders shall include, for example, the following:

* presentation of the file;
* Bidder’s references ;
* after-sales service (availability of small material needed for the provision of services, repair workshop, user’s training), where applicable;
* qualification and staff experience;
* Financial capacity (access to a credit line or other financial resources, turnover, attestation of solvency).
* proof of having accepted the terms and conditions of the Framework-Agreement.

*NB: - [Specify the main qualification criteria that show the tenderer has the technical capabilities and resources required to successfully carry out the contract.]*

*[The point system of marking shall not be applied, only the binary scoring system (yes or no) shall be applied]*.

1. **Award**

The Project Owner or Delegated Project Owner shall award the Framework-Agreement to the bidders submitted a bid that essentially complies with the Applications File, meeting the required technical qualification criteria.

1. **Maximum number of lots**

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

1. **Duration of validity of bids**

Bidders shall remain committed by their bids for *[indicate the period between 60 and 90 days]* from the initial closing date set for the submission of bids.



**17 - Validity period of the Framework-Agreement**

The Framework-Agreement shall remain valid until the provisional acceptance and possibly the final acceptance of supplies, resulting from the execution of the last subsequent contract signed within the normal timeframe of the execution of the Framework-Agreement defined in Article 2 of the call for applications notice.

No subsequent contract shall be signed after the allocated execution timeframe.

**18- Further information**

Complementary information can be obtained during working hours from [(SIGAMP) service, door number, PO 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.

Clarifications may be required [indicate the number] of days before the bids opeining date. Requests for clarifications may be sent through the following address

Les demandes d’éclaircissement doivent être expédiées à l’adresse suivante : [Insert full address] Fax P.O Box \_\_\_\_\_\_\_\_E-mail : \_\_\_\_\_\_\_\_\_

1. **Fight against corruption and malpractices**

To report corrupt practices, facts or acts, please call CONAC on 1517, the Authority in Charge of Public Contracts (MINMAP) (SMS or call) on (+237) 673 20 57 25 and 699 37 07 48, ARMP on ....................... or the PO/DPO on ……………….......

*[Place and date of signature]*

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

***Copies:***

* + **Authority in charge of Pubic Contracts (MINMAP);**
  + **ARMP;**
  + **Project Owner or Delegated Project Owner concerned, if applicable;**
  + **Chairperson of TB, as app****ropriate;**
  + **Notice board/file**

**Avis d’Appel à Candi****datures [***Ouvert] N°…..../*

*[Type : AONO/AOIO] [Maître d’Ouvrage ou Maître d’Ouvrage Délégué]* ***/ [Type de commission : CIPM ou CSPM]*** *[Exercice budgétaire]* ***du*** *[Date de signature de l’Avis d’Appel à candidatures]* ***pour*** *[la conclusion d’un Accord-cadre Objet de l’Appel à candidatures]*

1. **Objet de l'Appel à candidature**

Dans le cadre de [contexte à préciser], le [Maitre d’Ouvrage ou Maitre d’Ouvrage délégué] [A préciser] lance un Appel à Candidatures pour la sélection des fournisseurs [Type d’appel à candidatures] [Objet de l’appel à candidatures].

1. **Nature et durée d’exécution de l’Accord-Cadre**

2.1 Le présent Accord-Cadre est à Marchés subséquents et est passé avec (A préciser au moins trois (03) Fournisseurs le cas échéant).

2.2 La durée d’exécution de l’Accord cadre est de … [à préciser en tenant compte de ce que la durée de l’accord ne saurait dépasser 3 ans] à compter de la date de notification de l’Accord cadre.

1. **Consistance des prestations**

Les prestations objet de la présente consultation comprennent : [description succincte des services**, [**transport, manutention (locale), mise en service et réception selon le cas et à préciser par le maitre d’Ouvrage ou le Maître d’Ouvrage Délégué] et les **services connexes [**installation, formation et maintenance initiale… (les **quantifier)**.]

1. **Tranches /Allotissement**

Le présent appel à candidatures comporte [Préciser nombre de lot]. Les fournitures y afférentes s’exécuteront en [préciser nombre de tranches le cas échéant].

1. **Participation et origine**

La participation au présent appel à candidatures est ouverte à [préciser le cas échéant, la qualité des prestataires concernés].

1. **Financement**

Les prestations objet du présent appel à candidatures sont financées par ….......................…….. [Source de financement] de(s) l’exercice (s)….........….............….. sur la ligne d’imputation budgétaire n°….........……..

1. **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 et hors ligne.

Toutefois, lorsque les deux possibilités sont ouvertes, un soumissionnaire ne peut utiliser à la fois le mode en ligne et le mode hors ligne.

**8. Consultation du Dossier d'Appel à candidatures**

Le dossier physique peut être obtenu gratuitement dans les services du MO / MOD aux jours et heures ouvrables à [Lieu de consultation du Dossier (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 indiqué par le Maître d’Ouvrage (à préciser).

1. **Constitution des dossiers candidatures**

Le soumissionnaire devra produire une offre regroupée en trois volumes placés dans des enveloppes différentes séparées et remises sous un pli scellé, présentée comme suit:

**Enveloppe A–Volume I : Pièces administratives**

Elles comprendront notamment:

a. La déclaration d’intention de soumissionner ;

b. L’accord de groupement, et le pouvoir du mandataire le cas échéant ;

c. Le pouvoir de signature le cas échéant ;

d. Une attestation de non-faillite établie par le Tribunal de Première Instance ou tout autre document établi par l’institution compétente du pays de résidence du soumissionnaire étranger datant de moins de trois (3) mois précédant la date de remise des offres ;

e. Une attestation de non exclusion des Marchés Publics délivrée par l’organisme chargé de la régulation des marchés publics ;

f. Une attestation délivrée par la Caisse Nationale de Prévoyance Sociale certifiant que le soumissionnaire a satisfait à ses obligations vis-à-vis de ladite caisse datant de moins de trois mois à compter de la date de signature de ladite attestation;

g. Une attestation délivrée par l’autorité compétente de l’administration fiscale certifiant que le soumissionnaire a effectué les déclarations réglementaires en matière d'impôts pour l'exercice en cours, datant de moins de trois mois ;

**Pour les candidats étrangers**: ils seront astreints à la production des pièces équivalentes notamment : celles relatives à leur situation fiscale, la régularité vis-à-vis de la sécurité sociale et à la non faillite ou à la non cessation de paiement. [à compléter le cas échéant]

**NB : 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. Elles doivent être valides à la date limite originelle de dépôt des candidatures**

**Enveloppe B-Volume 2** : Dossier technique

Le dossier technique contiendra les pièces ci-après:

[La liste des documents à fournir par les candidats pour justifier leur qualification comprend, notamment les références, le matériel et le personnel]

1. **Une liste de références [A préciser] accompagnées des pièces justificatives, en l’occurrence** :

* La liste des marchés réalisés (Maître d’Ouvrage, Objet, Montant, Date de réception) par le soumissionnaire en tant que prestataire principal (ou sous-traitant) au cours des [à préciser] dernières années.
* Ces références devront être accompagnées des pièces justificatives, en l’occurrence :
* Copies des premières et dernières pages du contrat ;
* PV de réception définitive ou provisoire ou Attestation de bonne fin, le cas échéant ;
* Autres justificatifs le cas échéant et à préciser.

1. **Une liste du personnel à mobiliser** [A préciser] dans le cadre de la prestation et services connexes (installation du matériel et formation des utilisateurs) selon le modèle annexé au DAC

Le Candidat doit établir qu’il dispose du personnel requis pour les postes-clés exigés, notamment :

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Nom** | **Fonction proposée** | **Qualification minimale** | **Années**  **D’expérience**  **Générale** | **Années d’Expérience Spécifique**  **En**  **Terme de projets similaires réalisés** | **Poste ou fonction**  **Occupé (e) pour**  **Chaque projet** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**NB** : Tout agent public listé parmi le personnel et qui n’a pas présenté tous les documents susceptibles de justifier sa libération de l’Administration sera considéré dans l’évaluation.

[Insérer dans le tableau ci-dessus :(i) la liste des postes-clés (par ex : Directeur des travaux, conducteur de travaux, Chef chantier ouvrage d’art, Responsable des lots technologiques, etc. (ii) le nombre d’années d’expérience en travaux demandé pour chacun des personnels clés (de \_\_\_ à \_\_\_ ans), et (iii) le nombre d’années d’expérience en travaux similaires demandé pour chacun des personnels clés (de \_\_\_\_ à \_\_\_ ans)].

**NB : Exiger une copie du diplôme et les justificatifs de l’expérience pour le personnel proposé, à savoir :**

* copie certifiée conforme du diplôme [A préciser] datant de moins de trois(03) mois ;
* attestation d’inscription aux ordres nationaux le cas échéant;
* curriculum vitae daté et signé ;
* attestation de disponibilité signée et datée ;
* attestations ou contrats de travail le cas échéant.

**NB : Toutes les pièces citées ci-dessus devront être conformes, signées et datées de moins de trois mois pour compter de la date limite originelle de dépôt des offres par les services émetteurs ou une autorité habilitée.**

1. **Service après-vente (le cas échéant)**

* une liste de petits matériels nécessaires à l’exécution des services quantifiables, [A préciser] le cas échéant.
* Justificatif de l’atelier de réparation
* Formation des utilisateurs le cas échéant \_\_\_\_\_\_\_\_\_\_\_[à préciser si oui, le nombre et le mode de désignation des utilisateurs à former]

**NB : la justification de cette liste se traduit par la production des** copies certifiées des cartes grises pour les matériels roulants et les factures d’achat pour les autres, le cas échéant, accompagnées d’un engagement de location de matériel signé, les photos et éléments d’identification du responsable de l’atelier de réparation (joindre localisation du magasin, photos (interne et externe), contacts téléphoniques du responsable et des techniciens, la liste du matériel en magasin)

1. **le modèle d’Accord-Cadre paraphé sur toutes les pages et signé à la dernière page**
2. **La Charte d’intégrité**
3. **La Déclaration d’engagement au respect des clauses sociales et environnementales**
4. **La déclaration sur l’Honneur de n’avoir pas abandonné un marché au cours des trois dernières années**
5. **La capacité financière [A préciser]**

Les différentes parties d’un même dossier doivent obligatoirement être séparées par les intercalaires de couleur autre que le blanc aussi bien dans l’original que dans les copies, de manière à faciliter son examen.

**10. Remise des dossiers de candidatures**

Chaque offre est rédigée en français ou en anglais.

* Pour la soumission hors ligne, le dossier administratif, 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 à candidatures [National ou International] [Ouvert ou Restreint] N°…..../

[Type : AONO, AONR AOIO, AOIR] [Maître d’Ouvrage ou Maître d’Ouvrage Délégué] /CPM compétente/CCCM-AG le cas échéant/

[Exercice budgétaire] du [Date de signature de l’Avis d’Appel à candidature]

pour [Objet de l’Appel à candidature]

"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.]

**11- Recevabilité des dossiers de candidature**

Les pièces administratives et le dossier technique doivent être placés dans des enveloppes différentes séparées et remises sous plis scellé.

Seront irrecevables par le Maître d’Ouvrage :

* Les plis portant les indications sur l'identité du soumissionnaire ;
* Les plis parvenus postérieurement aux dates et heures limites de dépôt;
* les plis sans indication de l’identité de l’Appel à Candidature ;
* les plis non-conformes au mode de soumission
* Le non-respect du nombre d’exemplaires indiqué dans l’AAC ou offre uniquement en copies;

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel à Candidature sera déclarée irrecevable.

**12- Ouverture des plis**

L’ouverture des plis se fait en un temps et aura lieu le\_\_\_\_\_\_[à préciser] à\_\_\_\_\_\_\_\_[à préciser]heures par la Commission de Passation des Marchés du Maître d’Ouvrage ou du Maître d’Ouvrage Délégué dans la salle de \_\_\_\_\_\_[à préciser] sise à\_\_\_\_\_\_[à préciser]

Seuls les candidats 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’entreprises.

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 de l’Avis Appel à candidatures. 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 Appel à candidatures.

En cas d’absence ou de 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 à candidatures].

1. **Critères d’évaluation**

[Les critères d’évaluation sont de deux types : les critères éliminatoires et les critères essentiels[[2]](#footnote-2).Un critère ne peut être à la fois éliminatoire et essentiel].

**13.1 Critères éliminatoires**

[Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l’évaluation selon 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 la non-production au-delà du délai de 48h après l’ouverture des plis, d’une pièce du dossier administratif absente ou jugée non conforme
* des fausses déclarations, manœuvres frauduleuses ou des pièces falsifiées ;
* du non-respect de X critères essentiels (X renvoyant au seuil de qualification des offres techniques) ;
* de l’absence de la déclaration sur l’honneur de non abandon des prestations au cours des trois dernières années ;
* du non-respect du format de fichier des offres ;
* de l’absence de la charte d’intégrité
* de l’absence de la déclaration d’engagement social et environnemental

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

**13.2. Critères essentiels**

[Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technique des candidats à exécuter les prestations, objet de l’appel à candidatures. 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 respectés.]

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

* la présentation du dossier ;
* les références du soumissionnaire ;
* le service après-vente (disponibilité de petit matériel nécessaires à l’exécution des services, atelier de réparation, formation à l’utilisation), le cas échéant ;
* Qualification et expérience du personnel
* la Capacité Financière (l’accès à une ligne de crédit ou autres ressources financières, le chiffre d’affaires, attestation de solvabilité financière).
* la preuve d’acceptation des conditions de l’Accord Cadre.

NB :- [Indiquer les principaux critères de qualification qui montrent que le soumissionnaire dispose des capacités techniques et des ressources requises pour mener à bien l’exécution du marché.]

[Le système de notation des offres par attribution des points est proscrit au profit du mode binaire (oui ou non)].

1. **Attribution**

Le Maitre d’Ouvrage ou le Maitre d’Ouvrage Délégué attribuera l’Accord-cadre aux soumissionnaires ayant présenté une offre conforme pour l’essentiel au Dossier d’Appel à Candidatures, remplissant les critères de qualification technique requis.

1. **Nombre maximum de lots :**

Un candidat peut soumissionner pour un ou plusieurs lots, mais ne peut être attributaire de plus de \_\_\_\_\_\_\_\_\_\_\_\_\_ lots.

1. **Durée de validité des offres**

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

1. **Période de validité de l’Accord-Cadre**

L’Accord-Cadre reste valable jusqu’à la réception provisoire et éventuellement définitive des fournitures, issues de l’exécution du dernier marché subséquent conclu dans la période règlementaire de la durée d’exécution de l’Accord-Cadre définis à l’article 2 de l’Avis d’Appel à candidatures.

Aucun marché subséquent ne peut être conclu après la durée d’exécution définie.

1. **Renseignements complémentaires**

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à [service (SIGAMP), numéro de porte, BP, téléphone, fax, e-mail] ou en ligne sur la plateforme COLEPS aux adresses <http://www.marchespublics.cm> et <http://www.publiccontracts.cm>, ou tout autres moyens de communication électronique indiqué par le Maître d’Ouvrage.

Des éclaircissements peuvent être demandés [indiquer le nombre] jours avant la date d’ouverture des offres.

Les demandes d’éclaircissement doivent être expédiées à l’adresse suivante : [Insérer l’adresse complète] Télécopie BP \_\_\_\_\_\_\_\_E-mail : \_\_\_\_\_\_\_\_\_

1. **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 Maître d’Ouvrage ou du Maître d’Ouvrage Délégué]

**Copies:**

* **Autorité chargée des Marchés Publics (MINMAP)**
* **ARMP**
* **Maître d’Ouvrage** **ou MOD concerné, le cas échéant ;**
* **Président CPM concerné**
* **Affichage chrono**



Document No. 2:

Evaluation grid

1-**Eliminatory criteria**

| **No.** | **Heading** | **Yes/No** |
| --- | --- | --- |
| 1. **Elimination criteria relating to the administrative file** | | |
| 1 | Failure to produce beyond the deadline of 48 hours after the opening of bids, a document from the administrative file absent or deemed non-compliant | Yes/No |
| 1. **Eliminatory criteria relating to the technical bid** | | |
| 1. **General eliminatory criteria** | | |
| 2 | false declarations, fraudulent schemes or forged documents | Yes/No |
| 3 | Failure to comply with at least X essential criteria (X referring to the qualification threshold of technical bids) over X(Y referring to the total number of essential criteria); | Yes/No |
| 4 | Failure to comply with the file format for offers submitted online; | Yes/No |
| 5 | Absence of a sworn declaration for not having abandoned services over the last three years | Yes/No |
| 6 | The model of Framework agreement initialled on all pages and signed on the last page | Yes/No |
| 7 | Absence of the Integrity charter | Yes/No |
| 8 | Absence of the Commitment statement to comply with social and environmental clauses | Yes/No |

**2-Essential criteria**

The technical bids shall be evaluated using the binary method (yes/no) according to the essential criteria, for information purposes, on the following:

***[Tobe formally specified for each criterion, or sub criteria]***

* ***Essential criteria and sub-criteria detailed for each lot***
* ***The validation modalities of a criterion from the number of sub-criteria recpected***

The conditions to validate each criterion and sub-criterion of evalution are as follow:

1. **Bid presentation**

(Legibility, documents in RC order, summaries, colour dividers, pagination…)

***[To specify validation of ……………………..sub-criteria******by criteria to obtain a yes]***

1. **Experience**
2. **General experience**

Experience in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ contracts (to be specified according to the type of service and intellectual sevice provision) X \_\_\_\_\_\_\_\_ number of contracts carried out \_\_\_\_\_\_\_\_ over the last [three to five] years prior to the closing date for the submission of offers.

[*To be specified validation of ……………………..* *sub-criteria by criterion to obtain a yes]*

1. **Specific experience in similar services (to those in the Call for Applications)**

Have actually performed satisfactorily at least X \_\_\_\_\_\_\_\_ number of similar services contracts (specify activities similar to those subject of the Call for Applications) [1] over the last X \_\_\_\_\_\_\_\_ [*three to five*] [2] years with a minimal value of \_\_\_\_\_\_\_\_\_ [3].

The similarity shall concern the nature, the physical size, the complexity, methods/technologies or other characteristics.

**[To be specified validation of ……………………..** **sub-criteria to obtain a yes]**

[The nature of the supporting documents for this experience shall be objectively appreciated

These references shall be provided with supporting documents, that is:

1. Copies of the first and last pages of the contract;
2. Provisional or final acceptance report or performance certificate signed by the Project Owner;
3. Other supporting documents if applicable and to be specified.

*[1. The number of contracts shall be from one to three, depending on the size and complexity of the contract in subject, the risk for the Project Owner, and failure from the contractor. For example, for small to medium-sized contracts, a Project Owner may take the risk of awarding a contract to a candidate who has executed only one similar contract. This number shall also be set in a discriminatory way but taking into account the number of services of similar nature executed in the country.*

*2. The period covered shall normally be three to five years.*

*3. The amount specified may be roughly 75% of the estimated contract value, rounded up.]*

*4. For contracts in which warranty period has not yet expired, the report of provisional acceptance shall be considered authentic; where applicable, the report of final acceptance shall be considered authentic].*

1. **After-sales service :**

Bidders shall produce

1. Proof of availability of required equipment necessary for the execution of the service and/or mandatory consumables

A list of small equipment required for the service or execution of complex services, as the case may be. **[To be specified by the Project Owner or the Delegated Project Owner (type, characteristics, minimum number, other specific detail...)]**

***NB:*** Attach copies certified by the issuing services or any other authorized authority, of the registration documents for rolling stock and the purchase invoices indicating the taxpayer number of each issuer for the others, as appropriate, with a signed equipment hiring commitment.

1. supporting document for a representation or stores,

attach store location, photos (internal and external), telephone contacts of the manager and technicians, list of equipment in store.

1. User training if necessary\_\_\_\_\_\_\_\_\_\_\_\_ [to be specify if yes, the number and method of designation of users to be trained]
2. **Qualification and staff experience**

The candidate shall establish that he possesses the qualified personnel for the key positions required, notably:

* A qualified technical personnel for the service\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(to be specified the number and profile of the staff needed),

The personnel to be mobilised for services and ancillary services [ ***to be specified by the Project Owner or Delegated Project Owner, number and profile of personnel required (names, qualifications, general experience, specific experience…)]***

* **The proof of the proposed staff, a copy the diploma and proof of experience, namely:**
  + - 1. certified true copy of diploma less than three months;
      2. Certificate of registration with national orders, if applicable;
      3. Signed curriculum vitae;
      4. Signed availability attestation;
      5. Attestations or employment contracts.

***[To be specified the validation of X................. sub criteria per criterion to obtain a yes]***

NB: Any public agent listed among the staff who has not presented all the documents likely to justify his release from the Administration will be considered as non-valid. The presence of the file of the same expert in two separate bids must give rise to a request for clarification in order to establish the bid of the bidder to be considered. In this case, the expert in question will not be evaluated in the competing Bid or taken into account in the bid not validated by the expert.

1. **Financial capacity**

Bidders shall present, notably:

1. The attestation of financial capacity of an amount of.......... CFA francs issued by an approved bank,
2. The annual turnover according to the balance sheet or the statistical and tax returns;
3. Access to a credit line or other financial resources.

**[**to be specified the validation of X................. sub criteria per criterion to obtain a yes]

**NB** *(5)(1) [*The specified period is generally 3 years; it may be increased to a maximum of 5 years. The financial information provided by a candidate should be carefully examined to give an informed judgment. Any information of an abnormal nature, which may cause difficulties of financial nature during the execution of the Contract, should prompt the chairperson of the Board considered to seek the advice of a financial expert when evaluating the bid.]

**For newly created companies**, this situation may be assessed objectively by reference to the financial capacity of the candidate (appropriate declarations from banks or authorized financial institutions, or as the case may be, proof of professional risk insurance) and the financing needs of the contract.

1. The amount entered (financial capacity) shall normally not be less than 30% of the annual turnover or cash flow of the proposed service contract (based on a projection in identical monthly payments of the cost estimated by the Project Owner, including contingencies, for the duration of the contract).

2. The period shall normally be three years.

3. In the case of a group of enterprises, it may be indicated that each member of the group must satisfy 25 or 30% of the total amount required and that the representative of a group must satisfy 50 or 60% of the total amount required

4. The amount of turnover may not be set at too high level as to prevent companies which have the required technical and financial capacity to meet the qualification criteria.]

1. **Proof of acceptance of contract conditions**

Bidders shall submit duly initialed and signed copies with the words read and approved, of the administrative and technical documents governing the following contract :

* The model Framework Agreement initialed on all pages and signed on the last page;

**[To be specified the validation of X................. sub criteria per criterion to obtain a yes]**



**Document No.3:**

**Model Framework Agreement**

REPUBLIQUE DU CAMEROUN

Paix–Travail–Patrie

---------

*[Indiquer le Maitre d’ouvrage]*

---------

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

---------

*[Indicate the Project Owner]*

---------

**Subsequent contrac****ts framework agreement No …………… /ACMS//PO/ ou DPO/TB/20**

Awarded after the call for application No.\_\_\_\_\_\_\_\_\_/AC/PO/ or DPO/TB/CCCB-20XX of\_\_\_\_\_\_ for the supply of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROJECT OWNER OR DELEGATED PROJECT OWNER: [ indicate his full address]

FRAMEWORK AGREEMENT HOLDERS: [indicate holders and their full addresses]

|  |  |  |
| --- | --- | --- |
| **Framework agreement holder**  **[**indicate the holders and their complete addresses] | **Subscribed on** | **Notified on** |
| **Service provider No.1**  P.O.Box:\_\_ Tel:\_\_; Fax:\_\_  R.C.C.M No.:\_\_; UIN:\_\_ |  |  |
| **Service provider No.2**  P.O Box:\_\_; Tel:\_\_; Fax:\_\_  R.C.C.M No.:\_\_; UIN:\_\_ |  |  |
| **Service procider No.3**  P.O Box:\_\_; Tel:\_\_; Fax:\_\_  R.C.C.M No.:\_\_; UIN:\_\_ |  |  |

**SUBJECT OF FRAMEWORK AGREEMENT SUBJECT**: [indicate the full subject of the service]

**VALIDITY PERIOD OF THE FRAMEWORK AGREEMENT: [to be indicated]**

**PLACE(S) OF EXECUTION:**

**FINANCING:**

SIGNED ON: \_\_\_\_\_\_\_\_\_\_\_\_

**Between**:

The Republic of Cameroon represented by hereinafter referred to as the Project Owner or the Delegated Project Owner hereby

**On the one hand:**

And the **services providers**:

Entreprise No.1 Corporate name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P.O. Box:\_\_\_\_\_\_\_\_\_\_\_\_\_Tel/Fax\_\_\_\_\_\_\_\_\_ E-mail\_\_\_\_\_\_\_\_

R.C.C.M No.: \_\_\_\_\_\_\_\_\_\_\_\_\_Taxpayer’s number\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*indicate the service provider’s name, his full adressse and the names and capacities of the competent signatory]*

Entreprise No.2 Corporate name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P.O.Box:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tel/Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R.C.C.M No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Taxpayer’s number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*indicate the service provider’s name, his full address and the names and capacity of the competent signatory]*

Enterprise No. 3 Corporate name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P.O.Box:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tel/ Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R.C.C.M No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Taxpayer’s number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*indicate the service provider name, his full address and the names and capacities of the competent signatory]*

Hereinafter referred to as the “Service providers”

**On the other hand,**

It was agreed and decided as follows:

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**Cha****ptEr I: GEnEralitiEs**

**Article1: Subject of the Framework agreement**

1.1. The subject of this framework agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [indicate the subject of the supply] to the Project Owner or Delegated Project Owner according to the characteristics defined in the terms of reference.

1.2 Services consistency [to be specified]

**Article 2**: **Framework agreement award procedure**

This framework agreement is awarded through a call for application [indicate the references of the call for application]

**Article 3**: **Duration of the Framework agreement**

This Framework agreement in concluded for a period of [to be specified] from the date of its notification to all the holders.

**Article 4**: **Duties**

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

* **The Project Owner or the Delegated Project Owner** is: [to be specified]. He signs the framework agreement, orders the payment of services, keeps the original of related documents and forwards copies to the Authority in charge of public contracts and to the public contracts regulatory body.
* **The Contract Manager** is: [To be specified]. He shall ensure compliance with the administrative, technical, and financial clauses and with contractual deadlines. He provides the Project Owner or Delegated Project Owner with general administrative, financial, and technical assistance at the definion, preparation, execution and acceptance stages of the services covered by the Framework Agreement.
* **The Framework Agreement Engineer** shall be: [to be specified]. He shall be accredited by the Project Owner or the Delegated Project Owner for the monitoring of the execution of the framework agreement. He assesses, decides and gives instructions having no financial incidence.
* **The Framework agreement external control body**shall be: the Ministry in charge of public contracts. It ensures the compliance control of the execution of the contract and endorses the general and final detailed account (last invoice)
* **Framework agreement holders are:** [to be specified]. They are the service providers selected by the Project Owner to apply for the award of the subsequent contracts relating to the execution of the services covered by this Framework-Agreement.

**Article 5**: **Language, law and applicable rules**

5.1. The language used shall be English or French.

5.2. The contracting partner or the framework agreement holder undertakes to observe the law and regulations in force in the Republic of Cameroon, both within his own organisation and in the execution of the framework agreement.

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

**Article 6: Standards**

6.1 The supplies delivered or the services provided in execution of this framework agreement shall comply with the standards set the Technical Specifications or in the Terms of Reference as the case may be, and where no applicable standard is mentioned, they shall comply with the authoritative standard applicable in Cameroon, which standard shall be the most recently approved by the competent authority.

6.2. The co-contractor shall study, execute and guarantee the supplies of this contract taking into consideration the best implementation practice in Cameroon for operations of similar technology.

**Article 7: Framework agreement constituent documents**

The contractual documents constituent of this framework agreement are complementary. They are classified byorder of priority [ to be adapted as the case may be]

1. Bids or commitment letters of holders;
2. The bid of the co-contractor and its appendixes in all provisions not contrary to the Special Administrative Clauses (SAC), to the Terms of Reference (ToR), nor to the Technical Specifications of the services, as the case may be;
3. Additional bids of framework agreement holder;
4. Special administrative clauses (SAC);
5. Terms of Reference (ToR) or Technical Clauses (TC) of the services, as the case may be
6. General Adminitrative Clauses (GAC) to which they are specifically subject;
7. Integrity charter
8. Statement commitment to comply with social and environmental clauses.

**Article 8:** **General applicable instruments**

This framework agreement is subject to the following general instruments: [non-exhaustive list, to be adapted as appropriate]. Instruments to be put in order:

1-Law No. 92/007 of 14 August 1992 on the Labour Code;

2-Law No. 2015/018 of 21 December 2015 governing commercial activity in Cameroon;

3-Law No. 2018/012 of July 11, 2018 on the financial regime of the State;

4-Financial law of the year concerned;

5-Decree No. 2001/048 of February 23, 2001 relating to the organization and functioning of the Public Contracts Regulatory Body and its subsequent amending instruments;

6- Decree No. 2011/408 of December 9, 2011 to organise the Government, as amended and supplemented by Decree No. 2018/190 of March 2, 2018;

7- Decree No. 2012/075 of March 8, 2012 organizing the Ministry of Public Contracts in its provisions not contrary to the Public Contracts Code;

8- Decree No. 2018/366 of June 20, 2018 to institute the Public Contracts Code and its implementing instruments;

9- Order No.007/A/MINMAP of Jnauary 31, 2022 laying down modalities for the award and execution of framework agreements;

10- Order putting into force General Administrative Clauses (GAC) applicable to Public Contracts of Supplies in force;

11- Circular No.001/PR/MINMAP/CAB of April 25, 2022 relating to the implementation of Public Contracts Code;

12- Circular [To be indicated as necessary] instructions on the execution, follow-up and control of the execution of the budget of the State, Public Administrative Establishments, Local and Regional Authorities and other subsidized bodies for the financial year [To be indicated as necessary];

13- Other instruments specific to the field concerned by the framework agreement

14- The standards in force

**Article 9: Communication**

All communications under this framework agreement shall be in writing and the notifications shall be made to the following addresses :

If the contracting partner is the addressee: Sir/Madam: [To be specified]..................

1. Sir/Madam: [to be specified] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* P.O Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Dear Sir/Madam: [to be specified] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* P.O Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Dear Sir/Madam: [to be specified] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* P.O Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beyond the 15-day period set out in the GAC to make known to the Project Owner or Delegated Project Owner, the Contract Manager their place of residence, correspondences shall be validly addressed to the town hall of [to be specified, this should be within the geographical area of the project].

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

Dear Sir/Madam: [to be specified] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* P.O Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Chapter II: AWARD OF A subsequent contract**

**Article 10: Subsequent contract award procedure**

Over the validity period of the framework agreement, subsequent contracs will be awarded after competitive bidding among all the framework agreement holders.

For the award of a subsequent contract, the Project Owner shall launch a restricted request for quotation to the holders of the framework agreement and shall notify to the latter, a letter of invitation to tender.

**Article 11: Award modality**

11.1 The request for quotation shall be done in the conditions specified in the regulations of the consultation specific to each subsequent contract to be launched, based on criteria and sub-criteria.

11.2 The framework agreement holders should submit a complementary bid at every competitive bidding, without any obligation to reproduce constituent elements of his initial technical bid, this being an integral part of the framework agreement.

11.3 The competitive bidding of the subsequent contracts shall deal among others with: [list the different terms]

* Prices;
* Deadlines;
* Quantities;
* The configuration of complementary materials;
* The profile of the complementary personnel;
* The technological evolution...
* Execution methodology.

**Article 12. Deadline for the submission of bids**

The deadline set for the submission of offers shall be at least \_\_\_\_ [number of days to be specified] days following the notification of the letter of the invitation to tender to holders of the framework agreement.

**CHAPTER III: EXECUTION OF SUBSEQUENT CONTRACTS FRAMEWORK AGREEMENTS**

**Article 13: Consistency of a subsequent contract framework agreement**

The subsequent contract exhaustively specifies the services to be executed and indicates the quantities, characteristics, (unit and total) amounts of the order, norms, and deliverables. It includes an Administrative Order to commence the said services.

**Article 14: Place and duration of the mobilisation of the enterprise for the execution of the framework agreement**

14.1. The place of the execution of services of the framework agreement is: *[To be specified] (in figures and words),* the place of execution of the services *set in each subsequent contract shall not be different from the place indicated in the framework agreement.*

14.2- The duration of the mobilisation of the enterprise for the execution of this framework agreement is of [*To be specified in figures and words, and might not exceed three (3) years] Days/*Months

14.3. The deadline for the execution of services under the framework agreement shall run from the date of notification of the subsequent order contract and shall not be extended beyond the date limit of validity of the framework agreement *[or the one set in that administrative order-To be specified]*

**Article 15: Obligations of the Project** **Owner or the Delegated Project Owner**

Th Project Owner or the Delegated Project Owner shall be responsible for the definition of the services to be executed, quantities, characteristics, (unit and total) amounts of the order. He has the obligation to conclude with the allotee of the Framework agreement, the minimum of the expected order.

The Project Owner or the Delegated project Owner shall be responsible for the acquisition and the provision of the site as well as its access, the possession, the use and the access to all other areas reasonably necessary for the properexecution of the Framework agreement, including all correspondent rights of passage.

The Project Owner or the Delegated Project Owner should obtain at his own costs, authorisations, approvals and licenses from local, regional or national authorities or competent government services necessary for the Framework agreement execution, and which are under his obligations.

**Article16: Subsequent order contracts**

**16.1.** Each order by the Project Owner shall be carried out in accordance with the terms and conditions for the performance of the services requested in the subsequent order contract, without negotiation or without going back to competitive bidding and in accordance with the terms and conditions expressly provided for in the framework agreement.

**16.2.** The subsequent order contract shall specify exhaustively the services to be performed and indicate the quantities, the value of the orders, the characteristics and the amounts (unit and total) of the order. It shall be accompanied by an Administrative Order to commence the said deliveries**.**

**16.3.** The subsequent order contract must specify exhaustively the services to be executed and indicate the quantities, the value of the orders, the characteristics and the amounts (unit and total) of the order. He shall be accompanied by an Administrative Order to start the said deliveries.

**Article 17: Period of validity of the Framework Agreement**

The Framework Agreement shall remain valid until the provisional and, as the case may be, final acceptance of the supplies resulting from the execution of the last subsequent contract concluded within the regulatory period of the execution duration of the Framework Agreement as defined in Article 2 of the Call for applications Notice.

No subsequent contract may be concluded after the defined execution period.

**Article 18: Supplier’s equipment and personnel**

**18.1. The personnel**

The supplier shall use the personnel proposed in the offer (initial and complementary) within the framework of the execution of the service.

**18.2. Replacement of the key personnel (if necessary)**

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

In any case, the lists of equipment put in place and management personnel to be mobilised must be submitted for the prior written approval of the Contract Manager within the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (days to be specified) following the notification of the administrative order to commence services. Beyond this deadline, the lists will be considered approved.

Any unilateral modification of the proposals in terms of equipment and management personnel in the technical offer, before and during the services constitutes a ground for termination of the contract as referred to in Article 37 below or for the application of penalties *[To be specified]*.

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

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

**18.3. Withdrawal of personnel (if applicable)**

After the written approval of the Project Owner or the Delegated Project Owner, the Contract Manager may, in line with the proposal of the contract engineer, after formal notification, ask the co-contractor to withdraw a member of his staff, by giving the reasons of his request, the co-contractor shall make sure that the said person leaves the site within fifteen (15) 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.

In any of the events, the replacement shall be done follwing the provisions of Paragraph 18.2 above.

**18.4 Contracting partner’s representative**

Upon notification of the contract, the contracting partner shall appoint a natural person to represent him vis-à-vis the Administration in all matters relating to the execution of the project.

The person in charge of coordinating the tasks relating to the services must have sufficient powers to immediately take the decisions necessary for the smooth running of the project

**18.5 Labour legislation**

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

The contracting partner shall provide accommodation, medical assistance, food and sanitary facilities for the personnel living in the contracting partner’s base camp, in accordance with the requirements of the Specifications relating to the social and health conditions of the workforce.

In his relations with his personnel and the personnel of his subcontractors, who will be employed or will participate in the execution of the Contract, the co-contractor shall respect national holidays, legal public holidays, religious holidays or other customs, as well as all applicable local laws and regulations in terms of labour law.

Unless otherwise provided in the Contract, if the supplier deems it necessary to perform services at night or on public holidays in order to respect the Service Levels and the Contractual Completion Period, and if he requests its consent from the Project Owner or to the Delegated Project Owner for this purpose (if such consent is required), the Project Owner shall not refuse this consent without valid reason.

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

The Contracting partner shall, at his cost, provide the necessary means for the repatriation of all his personnel and the personnel of his subcontractors working on the Site to the countries where they were respectively recruited for the execution of the Contract, and shall equally take in charge, at his own cost, their temporary stay there between the date on which they cease to be employed for the execution of the Contract and the date scheduled for their repatriation.

**18. 6. Equipment proposed in the offer**

The contracting partner shall use the appropriate material proposed in the offer for the provision of services in compliance with standards.

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

**Article 19: Supplier’s roles and responsibilities**

19.1 The contracting partner’s mission is to provide the services under the supervision of the Engineer and to fulfil his obligations diligently, efficiently and economically, as described in the Terms of Reference or the technical clauses, and to do so 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 shall employ all useful personnel, whether specialised or not.

19.2 The contracting partner is responsible vis-à-vis the Project Owner or the Delegated Project Owner for the quality and the perfect execution of the services. He must comply with the legislation in force in Cameroon concerning respect for the environment. He shall execute all the services specified in the Terms of Reference and in the instruments and directives mentioned in Article [to be specified] of the said ToR.

Over the duration of the contract, the contracting partner shall not engage directly or indirectly in any professional or contractual activities likely to compromise his independence in relation to the tasks assigned to him.

19.3 In case of conflict of interest due to a member of the mission team, the contracting partner shall inform the Project Owner in writing and shall replace the expert in question who is involved in the project or contract.

Conflict of interest refers to any situation in which the contracting partner could derive direct or indirect profit from a contract awarded by the Project Owner with whom he is consulted or any situation in which he has sufficient personal or financial interests to compromise his impartiality in the discharge of his duties or likely to adversely affect his judgement.

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

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

On submission of the final report, the contracting partner is required to return all documents borrowed to the Project Owner

19.5 The contracting partner and his associates or sub-contractors shall refrain during the term of the contract, and at its end for [six (6) months], from supplying goods, services or utilities intended for the Project Owner arising from or closely related to the services (with the exception of the execution of the services or their continuation).

The contracting partner must bear professional expenses and cover all risks of illness and accident in connection with his mission.

The contracting partner may not modify the composition of the team proposed in his technical bid without the written approval of the Project Owner.

19.6. The subsequent contract may give rise to subsidiary orders following the terms and conditions laid down by the Code and the Supplies General Administrative Clauses if there is authorisation from the Project Owner.

19.7 Notwithstanding the use of a subsidiary order, the main enterprise remain responsible for the execution of all the obligations resulting from the subsequent contract.

19.8- The services subject of subsidiary order shall be granted in priority to national Small and Medium Size Enterprises which at least fifty one percent (51%) of the capital belongs to nationals, and in case of insufficiency or deficiency, to SMEs and Large Enterprises which at least thirty three percent (33%) of the capital belongs to nationals.

**Article 20: Patent rights**

The supplier shall guarantee the Project Owner or the *Delegated Project Owner* against any claim from third parties relating to counterfeiting or unauthorized exploitation of a patent, trademark or industrial creation rights resulting from the services or of the use of the supplies or their components.

**Article 21 Framework agreement with conditional tranches**

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

At the end of a tranche, the Project Owner or Delegated Project Owner shall proceed with the acceptance of the services for the tranche in question and issue a performance certificate to the Contracting partner for the year in which the contract was executed. This acceptance shall be a condition for the start of the next conditional tranche*.*

21.2. The period from the date of provisional acceptance of the previous tranche for the signature and notification by the Project Owner or the Delegated Project Owner of the administrative order to start a conditional tranche is: *[number of days to be specified where necessary].*

21.3. 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 22: Insurance and civil liability**

The supplier shall, at his own costs, take out and maintain in force within fifteen (15) days from the notification of the subsequent contract, insurance for the entire duration of the execution of the subsequent contract. The identity of the insurers and the form of the policies shall be subject to the approval of the Project Owner.

The following insurance shall be provided, at the amounts, deductible and under the other conditions stipulated in the technical specifications: [at the discretion of the Project Owner considering the nature and scope of the services of the subsequent contract].

1. **Assembly works comprehensive insurance:** covering loss or damage to the facilities on the site, occurring before the completion of the installations, with an extended warranty covering the contracting partner’s liability for loss or damage occurring during the warranty period, as long as the supplier remains on site to discharge his obligations during the guarantee period.
2. **Third-party liability insurance:** covering the risks of bodily injury caused to third parties or the risks of death of third parties (including the Project Owner's staff) and the risks of loss or damage caused to goods, arising in connection with the supply and erection of the facilities, where applicable.
3. **Other insurance**

Any other assurances which may be specifically agreed between the parties to the contract are presented, as listed in the appendix mentioned above.

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

The supplier shall ensure that his sub-contractor(s) take out and maintain in force, to the full 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 supplier.

**Chapter IV: MISCELLANOUS provisions**

**Article 23: Exclusive rights**

The holder of the Framework Agreement has exclusive rights with the Project Owner or the Delegated Project Owner for the needs covered by the Framework Agreement.

**Article 24:** **Termination of subsequent contracts Framework Agreement**

**24 -1 Automatic Termination of the framework agreement**

The Framework Agreement shall be terminated automatically in one of the following cases:

* + 1. Death of the framework holder. 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 framework agreement holder. In this case, the Project Owner or Delegated Project Owner may, where applicable, accept proposals that could be made by creditors to continue service provision;
    3. judicial liquidation, if the Administration’s contracting partner is not authorized 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 to the latter by the Project Owner or the Delegated Project Owner by administrative order serving as formal notice;
    6. Failure to comply with labour laws and 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.

24.2 **The framework agreement may also be terminated under the conditions stipulated in the GAC, in particular in one of the following cases:**

1. Delay in services resulting in penalties of more than 10% of the amount all taxes inclusive of the services;
2. Postponement or interruption of services decided by the Project Owner or Delegated Project Owner;
3. Persistent non-payment for services;
4. Refusal to repeat poorly executed services;
   1. **Termination of the framework without fault from the holders**:
5. In the event of force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of any liability on the part of the administration's contracting partner without prejudice to any compensation to which the latter may be entitled;
6. Persistent non-payment for services;
7. Reason of general interest.

This termination shall not give right to the holder to benefit from any prejudice allowance.

* 1. **Termination of the framework agreement to the detriment of the holder**
  2. The Contracting Authority shall terminate the framework agreement against the holder: *[List the various cases].*
* who does not subscribe the subsequent contract which he has been awarded following the reopening of competition, without prejudice for the Project Owner or the Delegated Project Owner to seize his bid bond;
* whose subsequent contract is terminated to his detriment.

The subsequent contract may be terminated following a fault by the holder in the performance of the services in accordance with the GAC-SPI.

**Article 25: Force majeure**

The framework agreement holder shall not be liable for delays in a case of force majeure. In such a case, the contract holder shall inform the Project Owner or Delegated Project Owner in writing in the (specify the number of days) following the occurrence of force majeure and shall give an estimation of the resulting delay. Each time a case of force majeure shall cause delay, the contract holder shall have the deadline extended, if the Project Owner thinks the delay is real.

For the purposes of this contract, “force majeure” shall mean [*Specify the provisions of the GAC and certain specific situations where applicable*].

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

**Article 26: Disputes and litigation**

Any disputes or litigation arising from the execution of this contract may be settled amicably. Where no amicable solution can be found, the dispute shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[To be filled, if applicable]*

**Article 27. Production and dissemination of this framework agreement**

The Project Owner is responsible for drafting or putting into good shape the framework agreement constituent documents.

Twenty (20) copies of this framework agreement to be subscribed by the contracting partners shall be produced at the cost of the Project Owner or Delegated Project Owner.

**Article 28 and last: Validity and entry i****nto force of the framework agreement**

This framework agreement shall only become final once it has been signed by the Project Owner or Delegated Project Owner. It shall enter into force as soon as it is notified to the service providers.

Page X and Last of the Subsequent Contract Framework agreement No. -----.................................. /ACMS/PO orDPO/TB/20XX-----.................

Awarded through call for applications *[specify references of the call for application]*

for the execution of ………………………………………

PROJECT OWNER or DELEGATED PROJECT OWNER: [Indicate his full address]

HOLDER OF THE FRAMEWORK AGREEMENT: [Indicate holder and his full address]

|  |  |  |  |
| --- | --- | --- | --- |
| **Framework agreement holder**  **[**indicate the holders and their full addresses] | **Subscribed on** | **Notified on** | **Registrered on** |
| **Service provider No.1**  P.O Box:\_\_ Tel:\_\_; Fax:\_\_  R.C.C.M No.:\_\_; UIN:\_\_ |  |  |  |
| **Service provider No.2**  P.O Box:\_\_; Tel:\_\_; Fax:\_\_  R.C.C.M No.:\_\_; UIN:\_\_ |  |  |  |
| **Service procider No.3**  P.O Box:\_\_; Tel:\_\_; Fax:\_\_  R.C.C.M No.:\_\_; UIN:\_\_ |  |  |  |

**SUBJECT OF FRAMEWORK AGREEMENT**: [*indicate the full subject of the supply*]

**VALIDITY PERIOD OF THE FRAMEWORK AGREEMENT: [***to be indicated]*

**PLACE(S) OF DELIVERY:…………………………**

|  |  |  |  |
| --- | --- | --- | --- |
| **Read and approved by the service providers** | | | |
| **Service provider No. 1** | **Service provider No. 2** | **Service provider No. 3** | **Service provider No. 4** |
| ***Signed by*** *The Project Owner or the Delegated Project Owner*  **Place, on………………………………………………………** | | | |

**PART B**

**SUBSEQUENT or****der CONTRACTS AWARD PROCEDURE: CONSULTATION FILE**

PREFACE



This *model consultation file has been prepared by the Public Contracts Regulatory Agency (ARMP) et made enforceable the Authority in charge of Public Contracts for Project Owners and Delegated Project Owners for the award of subsequent orders contracts* after the signing of framework agreements.

It describes the services to be carried out, sets out the procedures and stipulates the conditions of the contract. It comprises the following documents:

(a) Document No. 1: Letter of invitation to tender;

(b) Document No. 2: Regulations of the consultation (RC) ;

(c) Document No. 3: Model Subsequent contract.

(d) Document No. 4: Special Administrative Conditions (SAC) ;

(e) Document No. 5: Terms of Reference (ToR) an/orTechnical proposals

(f) Document No. 6:– *Unit price and fixed price schedule framework*

(g) Document No. 7: *Detailed quantity and cost estimate framework*

(g) Document No. 8: *Unit price subdetail framework framework*

(h) Document No. 9: The model table for comparing quotations;

(i) Document No. 10: Models or standard forms to be used by the bidder;

Appendix No.1: Declaration of intention to bid

Appendix No. 2: Model bid bond

Appendix No. 3: Model final bond

Appendix No. 4: Model of start-up advance bond;

Appendix No. 5: Model performance bond in replacement of the retention bond

Appendix No.6: Model manufacture’s certificate or authorisation

Appendix No.7: Delivery planning framework

Appendix No.8: Model information sheet on the essential material, if applicable

Appendix No. 9: Model of the list of the personnel to be mobilised within the framework of

the ancillary services

Appendix No.10: Technical Proposal – model tables

Appendix No.11: Financial Proposal – model tables

(j) Document No. 11: Integrity charter

(k) Document No. 12 Declaration of social and environmental commitment

(l) Document No. 13: Maturity approval or any other proof of prior studies

(m) Document No. 14: List of banks and financial institutions authorized to issue guarantees in connection with public contracts.

(n) Document No. 15: Online bidding procedure

The Bidder shall examine the instructions, models, conditions and technical specifications contained in the Consultation File.

Document No.1

Letter of Invitation to Tender (LIT)

**Letter of invitation to tender**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: *[name and address of service provider].*

Reference: *[Indicate subject of the project, re**ference of the framework agreement, and source of funding].*

Sir/Madam,

1. We are pleased to invite you to tender for the execution of the subsequent contract relating to the project referred to above (or contracts referred to above). You may tender for one, several or all the lots for which you have been selected.

2. The estimated cost of the project following preliminary studies is ............... [In case of division into lots, indicate the estimated cost for each lot].

3. Participation in this consultation file is restricted to holders of Framework Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

4. The file may be obtained from [Place of withdrawal of the Consultation File ((SIGAMP) department), door number, PO box, telephone, fax, e-mail)] upon notification of invitation to bid, against payment of a non-refundable sum of ........................................ CFA Francs [In figures and words], payable to [Place of payment of the Consultation File purchase fees at the Public Treasury for Public Administrations and in the CAS- ARMP Special Account for other Project Owners, unless expressly waived].

5. All bids shall be accompanied by a bid bond of [amount in CFA francs (4)] or an equivalent amount in a freely convertible currency, and shall be submitted at [indicate exact address and location] no later than [time] on [date].

6. The parties to the Framework Agreement [may or may not] come into a business group.

7. The bids will be opened at once and will take place on \_\_\_\_\_\_ [to be specified] at \_\_\_\_\_\_\_\_[to be specified between 10 to 15 days after notification of this letter of invitation to tender] o’clock by the Tenders Board of the Project Owner or Delegated Project Owner in room \_\_\_\_\_\_[to be specified] located at \_\_\_\_\_\_[to be specified].

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

8. The Project Owner or the Delegated Project Owner shall award the subsequent contract to the bidder who has submitted a file that essentially complies with the Consultation File and whose bid has been evaluated as the lowest/best bid (if applicable).

Yours sincerely /-.

*[Place and date of signature]*

*[Signature, name and stamp of the Contracting Authority].*

***Copies****:*

- MINMAP

- ARMP

- Chairmen TB

Document No.2

Regulations of the Consultation (RC)

**Note on the Regulations of the Consultation**

The purpose of Document No.2 is to help the Project Owner or the Delegated Project Owner to provide the specific information corresponding to the articles of the GRC corresponding to the type of service concerned; the data shall be established for each contract.

Document No.2 also provides candidates with the information they need to prepare bids that comply with the conditions laid down in the regulations in force.

The Project Owner or the Delegated Project Owner shall specify in the Regulations of the Consultation for Quotation the information and conditions specific to his situation, the contract award process, the rules applicable to the amount and currency of the bid, the submission of bids, the opening of bids and the bid evaluation criteria that will be used.

When preparing this document, particular attention should be paid to the following aspects:

a. The information which specifies and supplements the articles of the GRC corresponding to the type of service concerned shall be included;

b. Any clarifications and/or additions to the articles of the GRC corresponding to the type of service concerned, dictated by the specific conditions of the contract in question, shall also be included.

c. The provisions of the GRC not included in the Regulations of the Consultation remain applicable.

d. The articles of the GRC included in the Request of the Consultation must keep the same numbers.

This document shall be filled by the Project Owner or the Delegated Project Owner before publication of the Quotation File. The following provisions, which are specific to the supplies covered by the consultation, supplement or clarify the provisions of the General Regulations of the invitation to tender.

In case of conflict, the provisions below shall take precedence over those of the General Regulations of the Consultation.

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**A- PREPARATION OF BIDS**

**Article 1. Language of the consultation**

The consultation, including all correspondence relating thereto, shall be drafted in English or French.

**Article 2. Constituent documents of the bid**

Offers submitted by the bidder shall comprise the following documents duly completed and grouped in two (2) volumes:

**(a) Volume 1: the administrative comprising the following documents:**

1. The bid bond (according to the attached model) of an amount of \_\_\_\_ CFA francs and valid for \_\_\_\_\_\_\_\_ months, issued by a first rate bank or a first category financial body authorised by the Minister in charge of Finance in Cameroon to issue bonds for public contracts or any other form provided for by the regulations in force (certified cheque, bank cheque, legal mortgage);
2. The certificate of the bidder’s bank domiciliation, issued by a banking establishment approved by the Cameroon Minister in charge of Finance;
3. The receipt for the purchase of the Tender File for a non-refundable sum of....................................... CFA Francs of....................................... CFA Francs [insert amount in figures and in words] payable to [Place of payment of the fees for the purchase of the TF: [to the Public Treasury for public administrations and to the CAS- ARMP Special Account for other contracting authorities unless expressly exempted].
4. A copy of the trade register certified by the competent authority of the relevant legal administration.
5. A certified and valid plan and attestation of location;
6. The certificate of categorisation, if applicable;

NB: Under pain of rejection, the documents in the administrative file required must be produced in originals or in copies certified as true by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Regulations of the Consultation. They shall be valid on the original closing date for submission of bids.

**(b) Volume 2: Technical Proposal**

i) A submission letter of the Technical Proposal (Table Apendix 10A);

ii) A team of complementary specific key personnel proposed, per speciality, as well as the tasks that are assigned to each of its members and the calendar (table Appendix 10E) as appropropriate;

*[*The list of complementary specific key personnel for the service necessary for executing the subsequent order contract should be specified*]*

**NB**: Proof of experience must be provided for the proposed personnel, that is.:

* Certified copy of diploma less than three (3) months old;
* Certificate of registration with the national orders, if applicable;
* Signed and dated curriculum vitae of the expert;
* Attestation of availability signed and dated by the expert;
* A certificate or employment contract, if applicable.

***NB: All the above-cited documents shall be in tue copies, signed and dated less than three months from the original closing date set for the submission of bids.***

***iii).*** Eventually, the Curiculum vitae signed recently by the proposed specialised personnel and the representative of the candidate authorised to submit the proposal (Table Appendix 10 6F). among the key information, shall appear, for each, the number of years of experience of the candidate, the scope of duties discharged within the framework of the various missions during the last [to be specified] years.

iv). The estimates of the contribution of the personnel (management staff and support staff , time necessary for the accomplishment of the mission) justified by bar charts indicating work time provided for each staff of the team(Table Appendix 10 6F and Appendix 6G);

v). A detailed description of the method, staffing and monitoring envisaged for the training, if the RC specifies that it constitutes a major element for the assignment.

**vi). The form for specific complementary** **equipment** for the service, with supporting documents, if necessary;

a list of the specific complementary equipment to be used, which must include at least: (to be specified).

**NB:** Attach certified copies of the vehicle registration documents for rolling stock certified by the relevant issuing authorities, and the purchase invoice(s) for rolling stock certified by a competent authority and showing the vendor's taxpayer number, accompanied by the equipment hiring commitment signed by both parties, if applicable.

vii) **A description of the methodology** and the workplan proposed to accomplish the mission (Table Appendix 10 6D)

The bidder shall produce a descriptive or methodological note setting out in detail the constituent elements of its technical proposal, including, as the case may be:

1. Organisation as well as the schedule he plans to put in place to efficiently carry out the services;
2. The timetable, schedule and delivery date for services [to be specified];
3. Other elements, [*to be specified]*
4. ***Proofs of acceptance of the terms of the contract***

The bidder shall submit copies duly initialled on each page and signed on the last page preceded by the words "read and approved", of the following documents:

* The Special Administrative Clauses (SAC), initialled on all pages, sealed, dated and signed on the last page with the words "read and approved";
* The Special Technical Clauses (STC) initialled on all pages, sealed, dated and signed on the last page with the indication “read and approved”; of the supplies.

NB: Failure to accept the clauses of the contract will cause the elimination of the tenderer.

1. **Volume3: Financial offer**

The financial proposal shall include two envelopes placed in a sealed envelope carrying the indication “**FINANCIAL OFFER”**

* A first envelope carrying the indication “**FINANCIAL OFFER** ” and comprising the following documents:

1. The tender letter stamped and established according to the model, dated and signed following the standard model or form attached;
2. The description schedule of unit prices duly filled, dated and signed;
3. Detailed Quantity and Estimate duly filled, dated and signed;
4. The subdetail of unit prices duly signed and dated ;
5. The tables of unit costs of the personnel, repayable charges and miscellaneous charges signed and dated;
6. The beakdown of costs and remunerations per activity, signed and dated;
7. The provisional payment schedule, as the case may be.

To this effect, bidders shall use standard model documents or forms provided for in the Tender File.

* A second envelope with the indication“**SAMPLE FINANCIAL OFFER**” and comprising a sample copy of the financial offer marked as such (SPI as the case may be).

In case of submission for several lots, the bidder shall present his financial offer in separate documents for each lot (to be specified).

[Specify if applicable, if the bidder should attach the soft copy of the offer in case of physical submission of the offer].

In case of discrepancy between the information in the hard copy of the offer and the soft copy, the information in the hard copy of the offer shall be authentic.

N.B: The different parts of the same file should absolutely be separated by colour dividers in the original as well in the copies, to facilitate its examination.

**Article 3 Mention of prices**

3.1 The tenderer shall specify in the bidding letter, the place of execution and the nature of the prices:

1. Excluding value added tax (EVAT)

b. and all taxes inclusive(ATI).

3.2 The bidder shall complete the descriptive and quantitative schedule provided in the consultation file indicating the unit prices and the total price for each task in execution of the contract to be drawn up at the end of this consultation.

**Article 4. Currency of the offer**

Prices shall be expressed in CFA FRANCS.

**Article 5. Validity period of bids**

Bids shall be valid for the period stipulated in the letter of invitation to tender.

The period of validity of bids is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert period in days] from the closing date for submission of bids.

[Insert the number of days following the closing date for submission of bids. This period shall be realistic and allow sufficient time to assess the bids, taking into account the complexity of the Works, and to obtain the necessary references, clarifications and authorisations (including the "no objection" of the financial donor) and to notify the award of the contract. Normally, the validity period should not exceed one hundred and twenty (120) days].

1. **SUBMISSION OF BIDS**

**Article 6: Submission method**

The method of submission selected for this Consultation is [*Indicate one of the three metthods of submission below:*

* ***online;***
* ***offline;***
* ***online or offline* (at the bidder's choice**)].

**(However, where both options are open to the bidder, he may not use both the online and offline methods).**

**Article 7: Preparation and submission of bids**

[File size and format:

**For online submission**, the maximum sizes of the documents that shall transit on the platform and constitute the bidder's quotation are as follows:

* 5 MB for the Administrative Quotation;
* 15 MB for Technical Quotation;
* 5 MB for Financial Quotation.

The following formats are accepted:

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

Applicants must use compression software to reduce the size of files to be transmitted].

**For electronic submission**, the offer shall be submitted by the bidder on the COLEPS platform available at http://www.marchespublics.cm or http://www.publiccontracts.cm]. A back-up copy of the offer recorded on a USB key or CD/DVD must be deposited with the relevant MO/MOD in a sealed envelope clearly and legibly marked "back-up copy" and indicating the consultation references within the specified deadline].

**Offline submission**

Each tender drawn up in French or English in ------------------- (number of copies to be specified) of which one original and [ indicate the number of copies and take account of the copy to be sent immediately after the opening of the bids to the focal point designated by the body responsible for regulating public contracts] of each proposal marked as such, shall be received at [Place of registration of bids], no later than [Deadline for receipt of bids] at [Deadline] and shall be marked as follows on the sealed envelopes:

***Offline submission***

*The three envelopes shall be placed in a sealed envelope, carrying the Number and the subject of the invitation to tender concerned, and carrying no indication on the bidder’s name.*

*Each offer drafted in English or French ------------------- (specify number of copies) including an original [indicate the number of copies taking into account the copy of the financial sample offer to be forwarded on the spot after the opening of bids to the focal point designated by the public contracts regulation body] of each proposal marked as such*, shall reach *[place of registration of offers]*, latest on *[Date limit for the receipt of bids] at* *[time limit] and shall carry*  the following indication on the sealed envelopes:

Consultation No: *[Restricted] No….... /*

*[Type : RQ, RRQ] [The PO/DPO*

*TB/* *[Financial year]* **of** *[Date of signature of the tender notice]*

For the submission of bids, the Project Owner or Delegated Project Owner’s address to be used for sending offers is the following :

* Project Owner or Delegated Project Owner services : [to be specified]
* Address : [insert the name of street and building No]
* Postal code : [insert postal code number]
* Floor/Office number : [insert floor and office number]

**Article 8. Closing date and time for the submission of bids**

Bids shall be received at the address, time and date indicated in the Letter of Invitation to Tender.

* Date: [insert day, month, year; for example: 15 June 2005]
* Time: [insert time;] *the reference time zone is the local time (GMT/UTC + 1) visible on the submission page*.
* and to the address specified in the letter of invitation to tender.

1. **OPENING OF BIDS**

**Article 9- Opening of bids by the Tenders Board**

9.1 For quantifiable services, bids shall be openedonce and will take place on\_\_\_\_\_\_ [to be specified] at\_\_\_\_\_\_\_\_o’clock [to be specified] by the Tenders Board of the *Project Owner or Delegated Project Owner* in room \_\_\_\_\_\_ [to be specified] located at \_\_\_\_\_\_ [to be specified].

Or (to be chosen depending on the type of service)

For non-quantifiable services and intellectual services (technical assistance concerning software)

Bids are opened in two stages. The opening of administrative offer and technical offer shall take place on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (location to be specified) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (time to be specified) by the Tenders Board of the PO/DPO in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hall to be specified) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be specified).

The opening of the financial offer of the candidates who obtained the minimal technical note shall take place on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (location to be specified) by the Tenders Board of the PO/DPO in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hall to be specified) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be specified) on (to be specified) as from (time and location to be specified) in the presence of bidders or their duly authorised representatives.

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

**Under pain of rejection, the documents in the administrative file required shall be produced in originals or in copies certified as true by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Rules governing the Invitation to Tender. They shall be valid at the submission of bids and dated less than three (3) months from the original closing date for the opening of bids and date of bids or shall have been established after the date for the signing of the letter of invitation to tender.**

In case of absence or non-conformity of a document in the administrative file when the bids are opened, a period of forty-eight (48) hours is granted to the bidders concerned to produce or replace the document in question.

Is declared inadmissible and rejected by the Tenders Board:

* Any bid submitted in insufficient number or in copies only;
* envelopes bearing details of the identity of bidder;,
* bids received after the submission closing date and time;.
* bids without indication of the identity of the invitation to tender;
* bids that do not comply with the submission method;
* any tender that does not comply with the provisions of the Consultation File;
* The absence of a bid bond issued by a body or financial institution of the first category 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, will cause the outright rejection of the tender without any recourse. A bid bond produced but having no connection with the consultation concerned is considered to be absent. A bid bond submitted by a bidder during the bid opening session is inadmissible.

In case of a restricted invitation to tender, failure to submit one of the copies of the financial offer in a sealed envelope marked "sample offer" and intended for the body responsible for regulating public contracts shall result in the inadmissibility of the offer of the candidate concerned, as soon as the bids have been opened by the Tenders Board.

***[The start of the bid opening session shall take place no later than one hour after the closing date of the receipt of bids set in the Tender File].***

9.2 The Tenders Board shall draw up minutes of the bid opening session, a copy of which will be given to all bidders.

**Article 10- Evaluation and comparison of bids**

The Tendres Board shall evaluate the offers in the following order:

* 1. **. Verification of the conformity of the offers based on the following criteria for each lot selected by the tenderer**: It is being understood that a criterion cannot be both eliminatory and essential].

**10.1-a - Eliminatory criteria**

[The eliminatory criteria set out the minimum conditions to be met in order to be admitted to the evaluation according to the essential criteria. They shall not be the subject of scoring. Failure to comply with these criteria will result in the rejection of the tenderer’s bid].

These include: *[for information]:*

* + - * Absence of the bid bond when bids are opened;
      * failure to produce, within 48 hours after the opening of bids, a document in the administrative file deemed to be non-compliant or missing, other than the bid bond;
      * false declarations, fraudulent schemes or forged documents;
      * failure to comply with X essential criteria (X referring to the qualification threshold for technical offers) on Y (Y referring to the total number of essential criteria) or technical note less than X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be specified) points on 100 (X referring to the threshold of qualification of technical bids (for non-quantifiable services and intellectual services: technical assistance concerning software) (choose one depending on the type of service);
      * non-compliance with the file format for bids submitted online;
      * the absence of a quantified unit price in the DC;
      * the absence of an element of the financial offer (tender, BPU, DQE);
      * non-conformity of the submission model;
      * Failure to comply with the Head of Mission profile as the case may be that is:
* Diplomas *[to be indicated by the POor DPO] (GCE/AL+X, in Computer Sicences or telecom, …)*
* Experiences *[Number of years of experience, management of at least x similar projects, …]*
* Certifications *[Project management, Good practices, IS security, …]* if applicable;
  + - * Others, [To be specified if applicable].

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

**10.1-b-Essential criteria**

[The "essential" criteria are chief or key criteria used to assess the technical and financial capacity of the candidates to execute the services that are the subject of the Consultation. These must be determined according to the nature and consistency of the services to be provided.

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

The essential criteria for the qualification of bidders shall focus on the following, for information:

* + - presentation of the bid;
    - bidder’s reference in the execution of similar services;
    - after-sell services where necessary (availability of spare parts, repair shop, technical personnel;
    - access toa credit line or other financial resources (as appropriate);
    - financial capacity
    - execution deadline;
    - Proofs of acceptance of the contract terms;
    - Proposed material with prospectus and technical sheet where necessary.

Or [For non-quantifiable services and intellectual services: software technical assistance]. The technical offers will be evaluated out of one hundred (100) points according to the essential criteria which will relate, by way of indication, to:

 presentation of the offer;

 the tenderer's references for similar services;

 the qualifications and skills of the additional specific key experts;

 the specific additional logistical resources, if any;

 the proposed methodology in line with the ToR or TS;

 the deadline for completion;

 Proof of acceptance of the terms of the contract;

The tenderer must submit copies of the following documents, duly initialled on each page and signed on the last page preceded by the words ‘read and approved’:

- The Special Administrative of Clauses (SAC), initialled on all pages, sealed, dated and signed on the last page with the words ‘read and approved’;

The ToR or TS where applicable, marked ‘read and approved’.

*NB: [Depending on the specific nature of the service, other relevant criteria may be added or removed when the Consultation File is drawn up].*

Electronic bids will be evaluated after downloading under the same conditions as physical bids.

***10.1-C- Detailed assessment criteria and sub-criteria***

* ***Eliminatory criteria***

The eliminatory criteria shall be evaluated on an indicative basis according to the following sub-criteria:

*[to be specified formally for each criterion, the procedures for validating a criterion from the number of sub-criteria met].*

*[For information, they include]*

| **No.** | **Heading** | | | **Yes/No** |
| --- | --- | --- | --- | --- |
| 1. **Eliminatory criteria relating to the administrative file** | | | | |
| 1 | Absence of a bid bond when bids are opened, issued by a first-class financial institution authorised by the Ministry 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 | The failure to produce, beyond the 48-hour deadline, an administrative document deemed to be non-compliant or missing when the bids were opened (with the exception of the bid bond). | | | Yes/No |
| 1. **Eliminatory criteria relating to the technical offer** | | | | |
|  |  | | |  |
| 8 | Non-compliance with the Head of mission profile that is. | | | Yes/No |
| **Diplomas *[to be indicated by the PO or DPO]***  *(GCE/AL+X, Computer of Telecommunications,…)*  *[Obligatory characteristics]* | | Yes/No |
| Characteristic No.1 | Yes/No |
| Characteristic No.2 | Yes/No |
| **Diplomas *[to be indicated by the PO or DPO]***  *(BACC+X, Computer of Telecommunications,…)*  *[Obligatory characteristics]* | | Yes/No |
| Characteristic No.1 | Yes/No |
| Characteristic No.2 | Yes/No |
| **Certifications 3**  [Management of projects, good practices, IS security, …] as the case may be  *[Obligatory characteristics]* | |
| Characteristic No.1 | Yes/No |
| Characteristic No.2 | Yes/No |
| **Others**  *[To be specified, as the case may be].*  *[Obligatory characteristics]* | |
| Characteristic No.1 | Yes/No |
| Characteristic No.2 | Yes/No |
| 1. **III- Eliminatory criteria relating to the financial offer** | | | | |
| 9 | Absence of a quantified unit price in the financial offer | | | Yes/No |
| 10 | Absence of an element of the financial offer (tender, BPU, DQE)  Absence of the sample offer | | | Yes/No  Yes/No |
| 12 | Absence of the financial sample offer | | | Yes/No |
| 1. **General eliminatory criteria** | | | | |
| 14 | False statements, fraudulent schemes or forged documents | | | Yes/No |
| 15 | Non-compliance with at least X essential criteria (X referring to the qualification threshold for technical offers) out of Y (Y referring to the total number of essential criteria); | | | Yes/No |
| 16 | Non-compliance with the file format of bids submitted online; | | | Yes/No |
| 17 | non-conformity of the model of submission | | | Yes/No |

* ***Essential criteria***

The evaluation of essential criteria or relating to the qualification of bidders shall relate, for information purposes, to:

[Out of one hundred (100) points for non-quantifiable services and SPI].

[or binary (yes/no) for quantifiable services***].***

***[To be specified formally for each criterion or sub-criterion]***

*- The essential criteria and sub-criteria detailed for each lot:*

*- The number of points awarded for each evaluation criteria and subcriteria ,(indicative values);[evaluation in points for non quantifiable services and SPI];*

*- And/or Validation of x..........................sub criteria by criteria to obtain a yes;*

*The evaluation using point est forbidden in favour of the binary evaluation (yes/no)];*

The number of points awarded (indicative values) or the conditions for validating each criterion and sub-criterion as approriate are given below.

1. presentation of the bid[Yes/no]

- (Legibility, documents in the order of the RC, contents, colour divider other the white colour or the main colour of the offer, pagination, summary, binding…) [0 - 5] or [Yes/no]

*[To be specified the number of points per criterion or subcriterion for non-quantifiable services and SPI and/or validation of X……………………..subcriteria per criteria to obtain a yes for quantifiable services]*

1. Tenderer's references [10 - 20] and/or [0ui/non] if applicable

2-1-General experience

Experience acquired in carrying out activities similar to those covered by the framework agreement X \_\_\_\_\_\_\_\_ number of contracts executed during the X \_\_\_\_\_\_\_\_ [three to five] years preceding the deadline for submission of bids. [Supporting documents to be specified]

Sub-criterion [to be completed] [number of points to be completed where applicable].

Sub-criterion [to be completed] [number of points to be completed, if applicable] [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 non-quantifiable services and SPI and/or the validation of X..........................sub-criteria per criterion to obtain a yes for quantifiable services].

2-2-Specific experience in similar services

To have effectively carried out satisfactorily and substantially completed, as a service provider or subcontractor, at least X \_\_\_\_\_\_\_\_ number of contracts [1] carried out in the execution of \_\_\_\_\_\_\_\_ (specify activities similar to those covered by the framework agreement) over the last X \_\_\_\_\_\_\_\_ [three to five] [2] years with a minimum value of \_\_\_\_\_\_\_\_\_[3].

The similarity will relate to 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] [to be completed] [number of points to be completed if applicable].

[specify number of points for non-quantifiable services and SPI and/or validation of X..........................sub-criteria per criterion to obtain a yes for quantifiable services].

[The nature of the supporting documents for this experience must be assessed objectively.

These references must be accompanied by supporting documents, in this case :

b) Copies of the first and last pages of the contract ;

c). Provisional or final acceptance report or certificate of performance bond signed by the project owner.

d). Other supporting documents, if applicable and to be specified

[1. The number of contracts must be between one and three, depending on the size and complexity of the contract in question and the risk to the project owner of default by the contractor. For example, for small and medium-sized contracts, a project owner may be prepared to take the risk of awarding a contract to a candidate who has only carried out one similar contract. This number should also be set in a discriminatory manner but taking into account the number of works of the same nature carried out in the country.

2. The period covered is normally three to five years.

3. The amount indicated could be approximately 75% of the estimated value of the contract, in rounded amounts].

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].

2) Qualifications and skills of specific personnel - additional key [30 - 50] or [yes/no].

- Minimum qualification: Diploma [to be completed] [yes/no] or [x points] Experience [to be completed] [yes/no] or [x points] [yes/no] or [yes/no].

- Experience [to be completed] [yes/no] or [x points] [Number of years experience

[Number of years of general experience, having been involved in at least x\_\_\_\_\_\_\_\_\_\_\_\_ similar projects in the X \_\_\_\_\_\_\_\_ [three to five] years preceding the deadline for submission of bids. [Supporting documents to be specified] [yes/no] or [x points].

[Number of years of specific experience, having participated in at least x\_\_\_\_\_\_\_\_\_\_\_\_ similar projects in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [to be completed] during the X \_\_\_\_\_\_\_\_ [three to five] years preceding the deadline for submission of bids. [Supporting documents to be specified] [yes/no] or [x points].

- Certification [to be completed] [to be completed] [yes/no] or [x points] Other [to be completed] [to be completed] [yes/no] or [x points

- Other [to be completed] [to be completed] [yes/no] [yes/no] or [x points] [to be specified the number of points per bid

[specify the number of points per criterion or sub-criterion for non-quantifiable services and SPI and/or the validation of X..........................sub-criteria per criterion to obtain a yes for quantifiable services].

Or Quality of the knowledge transfer programme (if applicable for non-quantifiable services) [0 - 10] or [yes/no].

Sub-criteria [to be completed] [to be completed]

sub-criteria [to be completed] [to be completed]

sub-criteria [to be completed] [to be completed] or

or An after-sales service (where applicable for quantifiable services) :

Bidders should provide

(i) the cost of mandatory spare parts and/or consumables [to be specified by the PO or the Subcontractor] for a period [to be specified],

(ii) local representation including,

(iii) qualified personnel to ensure commissioning and warranty follow-up (Engineer from \_\_\_\_\_\_\_\_\_\_ [to be specified],

(iv) Training of users \_\_\_\_\_\_\_\_\_\_\_ [specify if yes, the number and method of designation of users to be trained] [binary (yes/no) for quantifiable services]

[specify the number of points per criterion or sub-criterion for non-quantifiable services and SPI and/or the validation of X..........................sub-criteria per criterion to obtain a yes for quantifiable services].

NB: Any public servant listed among the staff and who has not presented all the documents likely to justify his/her release from the Administration will be considered in the evaluation.

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

3) Additional specific logistical resources required [yes/no] or [0 - 10].

The bidder must justify that it has its own or leased equipment as follows

- Sub-criterion [to be completed] [yes/no] or [x points] Sub-criterion [to be completed] [yes/no] or [x points

- sub-criterion [to be completed] [yes/no] or [x points] [yes/no] or [x points

- sub-criterion [to be completed] [yes/no]] or [x points]

[Insert: (i) the list of the most important items of equipment required to carry out the work (ii) the minimum number required of each type of equipment (iii) it may be possible to provide these items of equipment on hire, in which case an undertaking to hire the equipment must be signed and authenticated by the relevant authorities. Where appropriate, a discount could be applied at the time of evaluation].

[specify the number of points per criterion or sub-criterion for non-quantifiable services and SPI and/or the validation of X..........................sub-criteria per criterion to obtain a yes for quantifiable services].

NB: Attach copies, certified by the issuing authorities or any other authorised authority, of the registration documents for rolling stock and the purchase invoices showing the taxpayer number of each issuer for other equipment, if applicable, accompanied by a signed equipment hire agreement.

The PO/DPO may specify a certain type of equipment to be owned. In this case, this provision must be included in the eliminatory criteria.

N.B. The project owner/delegated project owner may specify a certain type of equipment to be owned. In this case, this provision must be included among the eliminatory criteria.

4) Proposed work plan and methodology in relation to the STS [yes/no] or [0----10].

- The organisation and scheduling to be put in place to carry out the work efficiently [yes/no] or [x points].

- the schedule or timetable for carrying out the work [to be completed] [yes/no] or [x points].

- Relevance of the methodology [to be completed] [yes/no] or [x points].

- Preliminary project for carrying out the work, if applicable [yes/no] or [x points] Other, if applicable [to be completed] [yes/no] or [x points

- Other, if applicable [to be completed] [to be completed] [yes/no] or [x points]

[specify the number of points per criterion or sub-criterion for non-quantifiable services and SPI and/or validation of X..........................sub-criteria per criterion to obtain a yes for quantifiable services].

5) the execution period [yes/no] or [0---------5]

- the schedule or timetable for carrying out the work [to be completed] [yes/no] or [x points]

- completion time less than or equal to \_\_\_\_\_\_\_\_\_ [to be completed] [yes/no] or [x points]

[specify the number of points per criterion or sub-criterion for non-quantifiable services and SPI and/or the validation of X..........................sub-criteria per criterion to obtain a yes for quantifiable services].

6) Proof of acceptance of the conditions of the contract [yes/no] or [0-------5]

 The Special Conditions of Contract (SAC), initialled on all pages, sealed, dated and signed on the last page marked ‘read and approved’.

 The technical specifications for the service or the ToR where applicable, marked ‘read and approved’.

[specify the number of points per criterion or sub-criterion for non-quantifiable services and SPI and/or the validation of X..........................sub-criteria per criterion to obtain a yes for quantifiable services].

The formula used to establish the financial scores is as follows: [i.e. Sf = 100 x Fm/F, where Sf is the financial score, Fm is the lowest bid proposal and F is the amount of the proposal in question, or any other linear formula].

NB: electronic bids will be evaluated after downloading under the same conditions as physical bids.

(page 92) L = M x (n/360) x (i) where :

M = Amount including tax of the sums due to the contractor; N = Number of calendar days of delay ;

i = BEAC business lending rate plus one (1) point or discount rate applied by the Bank of Issue of the currency in question plus a maximum of one (1) point, as the case may be.

**10.2. Examination of justifications and reporting of results the corresponding table No.\_\_\_\_\_\_**

**10.3. Verification of arithmetic operations, by multiplying as the case may be unit prices by the quantities and by using the price in words to make the necessary corrections;**

**10.4. Preparing the comparison table of offers based on the corrected amount of arithmetic errors and possible rebates;**

**10.5. Preparing the summary table of offers**.

***Detailed evaluation grid***

*A detailed evaluation grid consistent with the requirements of the Special Regulations of the Consultation (RPC) may be attached in annex to these RPC. The said grid and the criteria detailed below should formally specify the modalities for validating a criterion from the number of subcriteria met.]*

**In case of any discrepancy between the content of documents in the Consultation File, the elimination of an offer for non-compliance with the prescriptions of the DC shall be based on the criterion contained in the RPC whose provisions prevail over those of other documents.**

* In case of discrepancy between the prices in figures and those in words, the price in words shall be authentic.

**Article 11: Award of the subsequent order contract**

* **For quantifiable services**

The subsequent order contract shall be awarded to the bidder whose bid complies substantially with the provisions of the Tender File and who has the required technical and financial capacity to perform the contract satisfactorily and whose bid has been evaluated as the lowest after application of any rebates proposed, where necessary.

* **For non-quantifiable services**

The Project Owner or Delegated Project Owner will award the contract to bidder presenting the offer evaluated as the best by the combination of the the technical, financial and or aesthetic criteria, considering as the case may be, the rebates proposed.

[(In case of division into lots, indicate the maximum number of lots a candidate may be awarded)].

The combination to be applied in case 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].

**Article 12. Publication of the consultation result**

The Project Owner or Delegated Project Owner shall decide on the award and shall publish the result of the consultation in the Public contracts journal published by the Body in charge of Regulation, in the press and/or by posting and/or online on the COLEPS platform at http://www.marchespublics.cm and http://www.publiccontracts.cm, giving details of:

1. Successful bidder’s name;
2. The subject of the subsequent order contract;
3. The value of the contract and that of each lot (in case of a consultation giving rise to allotment);
4. Execution deadline.

##### **Article 13: Signing of the subsequent order contract**

Within fifteen (15) days from the award of the subsequent order contract, previously subcribed by the successful bidder, shall be signed by the Project Owner or the Delegated Project Owner and shall be notified to him for registration in accordance with the procedure in force.

##### **Article 14: Ethical principles**

Board Chairpersons and Members, bidders hall observe in all respects, the strict rules of professional ethics at all times. They shall notably refrain from corruption or any other form of fraudulent schemes. In accordance with this principle, the above expressions are defined as follows:

(i) Whoever offers, gives, solicits or accepts any form of benefit in order to influence the action of a public employee during the award or execution of a jobbing order shall be guilty of “corruption”.

1. Whoever submits, solicits or accepts several quotations prepared by the same bidder under different corporate names and/or different registration numbers shall be guilty of “corruption”.
2. Whoever deforms or distorts facts in order to influence the award or execution of a jobbing order in a detrimental manner to the Project Owner or Delegated Project Owner shall be indulging in “fraudulent schemes”.

“Fraudulent schemes notably include any agreement or collusive practice by bidders (before or after the submission of bids) who connive to artificially keep bid prices at a level not commensurate with those that would result from competition, and thus, to deprive the Project Owner or Delegated Project Owner of the benefits of the latter.

Document No.3:

Model of Subsequent Order Contract

REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

*[Indiquer le Maître d’Ouvrage]*

-----------

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

*[Indicate the Project Owner]*

-----------

 *[*

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**SUBSEQUENT CONTRACT No. \_\_\_\_\_\_\_\_/SC/PO or DPO/TB/20**

Awarded through consultation file ........................................ No.\_\_\_\_\_\_\_/CF/PO **or DPO/TB/CCCB-AG** if applicable/of ............................relating to the framework agreement No. ……………./FA/PO or DPO/TB/CCCB-AG as the case may be…………………………….

**PROJECT OWNER OR DELEGATED PROJECT OWNER**: *[indicate the holder and his full address].*

**HOLDER OF THE SUBSEQUENT ORDER CONTRACT**: *[indicate the holder and his full address].*

P.O Box: , Tel Fax:

T R. No: ; Taxpayer’s No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; RIB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBJECT OF THE SUBSEQUENT ORDER CONTRACT** *[indicate the full subject of the supply].*

**PLACE OF DELIVERY :[**To *be indicated]*

**AMOUNTS IN CFAF** :

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | FINANCIAL YEAR N | FINANCIAL YEAR N+1 | FINANCIAL YEAR N+2 | TOTAL | Amount in words |
| .ATI |  |  |  |  |  |
| EVAT. VAT |  |  |  |  |  |
| V.A.T. |  |  |  |  |  |
| AIR |  |  |  |  |  |
| TSR |  |  |  |  |  |
| Net to be paid |  |  |  |  |  |

**DURATION OF THE SUBSEQUENT ORDER CONTRACT [**To *be completed in days, weeks, months or years].*

**FINANCING [***Indicate source of funding]*

**BUDGET CHARGE :[***To be completed]*

SUBSCRIBED, ON \_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED, ON\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTIFIED, ON\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REGISTERED, ON\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Between**:

The Republic of Cameroon, represented by

Hereinafter referred to as *the Project Owner or the Delegate Project Owner*

**On the one hand**,

And the enterprise or **Co-contractor**

P.O. Box:\_\_\_\_\_\_\_\_\_ Tel Fax:\_\_\_\_\_\_\_\_\_ E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

T.R No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_Taxpayer No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented by Mr/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, his General Manager or his representative

hereinafter referred to as "the service provider”

**On** the **other hand**, 

The following has been agreed and decided:

**Contents**

Part I : Special Administrative Clauses (SAC)

Part II *Terms of Reference and/or technical specifications of the service* (STC)

Part III Schedule of unit prices (BPU)

Part IV Detailed Quantity and Estimate (QDE)

Page…….at last of the SUBSEQUENT ORDER CONTRACT No\_\_\_\_\_\_\_\_/SC/PO or DPO/TB/20

Awarded through Consultation File ........................................ No\_\_\_\_\_\_\_/CF/PO **or DPO**/TB/CCCB-AG as appropriate / of..................................... relating to the framework agreement No.\_\_\_\_\_\_\_\_\_\_\_\_\_/FA/PO/DPO/TB/CCCB-AG as appropriate

**PROJECT OWNER OR DELEGATED PROJECT OWNER:** [indicate the holder and full address]

**HOLDER OF THE SUBSEQUENT CONTRACT**: [indicate the holder and its full address].

P.O.Box Tel Fax:

T.R: No; Taxpayer’s No: ; RIB : \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBJECT OF THE SUBSEQUENT ORDER CONTRACT**: [state the full subject of the works].

**PLACE OF DELIVERY**: [To be indicated]

**AMOUNTS IN FCFA**: [To be indicated in CFA Francsn inclusive of taxes, in words and in figures]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | FINANCIAL YEAR  N | FINANCIAL YEAR  N+1 | FINANCIAL YEAR  N+2 | TOTAL | Amount in words |
| ATI |  |  |  |  |  |
| EVAT |  |  |  |  |  |
| VAT |  |  |  |  |  |
| AIR |  |  |  |  |  |
| TSR |  |  |  |  |  |
| Net to be paid  mandated |  |  |  |  |  |

|  |
| --- |
| **Read and approved by the Supplier**  **City, date** |
| **Contracting Authority**  *The project owner or the delegated project owner*  **City, date** |
| **Registration** |

**DURATION OF SUBSEQUENT CONTRACT:** [To be completed in days, weeks, months or years].

**FUNDING:** [Indicate source of funding]

**BUDGET CHARGE:** [To be completed]

**Document 4  
Special Administrative Clauses (SAC)**

**Note on the Special Administrative Clauses**

The provisions of these Special Administrative Clauses (SAC) lay down the rights and obligations of the parties to the contract with subsequent contract. These rights and obligations shall comply in all respects with the General Administrative Clauses (GAC), which already sets out the regulatory framework applicable to the execution of works contracts.

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

Unless a special provision refers to the SAC, the provisions of the GAC remain applicable.

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

The number of the article of the GAC to which the article of the SAC refers is indicated, where applicable, in brackets. The other clauses of the GAC not included in the SAC will of course remain in force during the execution of the contract.

The model clauses of the SAC constitute an outline of the provisions that the Project Owner or the Delegated Project Owner must follow to prepare each draft subsequent contract.

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Chapter I: GeneralITIES

Article 1: Subject of the subsequent order contract

The purpose of this Subsequent Contract is to *[Specify purpose]* to the *[Project* Owner or *Delegated Project Owner]* in accordance with the characteristics defined in the terms of reference and the quantities and cost estimates defined in the cost estimate.

*In case of division into lots, the subject of the subsequent contract shall relate to the lot concerned].*

Article 2: Subsequent order contract award procedure

This subsequent order contract is awarded *through Consultation file No .............................relating to Framework agreement No……………..of…………...*

It is concluded for a period of *[To be specified]* from the date of notification of the Administrative Order to commence the services subject of this subsequent order Contract.

**Article 3: Definitions, award and security**

* 1. **Award**

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

* **The Project Owner or the Delegated Project Owner** is: [to be specified]. He signs the subsequent order contract, orders the payment of services, ensures that the originals of related documents are preserved 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 service;
* **The Contract Manager** is: [To be specified]. In that capacity, he shall ensure compliance with the administrative, technical, and financial clauses and with contractual deadlines. He provides the Project Owner or Delegated Project Owner with general administrative, financial, and technical assistance at the definion, preparation, execution and acceptance stages of the services covered by the subsequent contract.
* **The Contract Engineer** shall be: [to be specified]. He shall be accredited by the Project Owner or the Delegated Project Owner for the monitoring of the execution of the contract. He assesses, decides under the supervision of the Subsequent Contract Manager to whom he reports and gives instructions having no financial incidence.
* **The project manager for this subsequent order contract** is: *responsible for guaranteeing the interests of the Project owner or the delegated project owner* at the definition, preparation, execution, and acceptance of the subject of the contract*.* He is responsible for guaranteeing the permanent execution of the works;
* **The body in charge of public contracts external control of this subsequent contract** is: the Ministry in charge of public contracts; The Ministry of Public Contracts or its competent devolved service ensures the compliance control execution of the framework agreement as well as this subsequent order contract compliance, issues the required prior approvals and endorses the final detailed account (the last invoice).
* **The Petitions Review Committee:** Makes proposals to the Authority in charge of Public Contracts regarding non-jurisdictional petitions by contracting partners;
* **The Administration's contracting partner or the holder of the subsequent contract is:** *[To be specified]* He is in charge of the execution of services provided for in this contract.
  1. **Security**

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

* The authority in charge of ordering payments shall be: *[To be specified]*;
* The authority in charge of the clearance of expenses shall be: *[To be specified]*;
* The body or official in charge of payment shall be: [*To be specified];*
* The official competent to provide information within the context of the execution of this contract shall be: [*To be specified].*

Article 4: Constituent documents of the subsequent order contract

The contractual documents making up this contract are complementary. They are listed in order of priority*: [To be adapted as appropriate].*

1. The bid or commitment letter;
2. The contracting partner’s offer and its annexes in all the provisions not contrary to the Special Administrative Clauses(SAC), the Terms of Reference(ToR), the specifications of the supply (SF) or the technical clauses of the services, as appropriate.
3. The Special Administrative Clauses (SAC);
4. The Terms of Reference (ToR) or the Technical Specifications (ST) as the case may be;
5. The detailed Quantity and estimate (DQE) ;
6. The statement of all-in prices or the unit price schedule (BPU);
7. The price sub-detail (SDP) and, where applicable, the breakdown of all-in prices;
8. The General Administrative Clauses (GAC) applicable to the public contracts for contracts he is specificially subject;

The project/programme execution etc (insert and indicate, where necessary, the names);

1. Any other useful documents (Minutes of Negotiations, CST, Plans, Management Strategies and Environmental, Social, Health and Safety (ESHS) Implementation Plans, ESHS Code of Conduct, project value analysis as the case may be, etc.).
2. The integrity charter;
3. The declaration of the statement to comply with social and environmental clauses;
4. *The framwork agreement No.\_\_\_\_\_\_\_\_\_\_\_of……………….....*

**Article 5: Communication**

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

1. If the contracting partner is the addressee: Madam/Sir: *[To be specified]* ............... ...

Madam/Sir: *[To be specified]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

- Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

After the 15-day period set out in the GAC to make known to the Project Owner or the Delegated Project Owner, the Contract Manager their address, correspondence will be validly sent to the Council of : *[To be specified, this shall be within the geographical area of the project].*

1. If the Project Owner or Delegated Project Owner is the addressee:

Madam/Sir: *[To be specified*]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

- Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

With a copy sent within the same timeframe to the Project Manager and to the Engineer.

Chapter II: execution of services

Article 6. Nature of the supplies

The services to be provided within the frame of this subsequent contract shall contain: (description of the main headings or services provided in the detailed quantity and cost estimates).

Article 7: Place and deadline of delivery or execution

7.1. The place of delivery or execution of the services is: *[To be specified].*

7.2. The deadline for delivery or execution of the services covered by this subsequent Contract is : [*To be specified (for each tranche if applicable)]* Months, *(in figures and in words)*

7.3. This deadline runs from the date of notification of the administrative order to commence services under the subsequent contract, issued by the Project Owner, unless otherwise stipulated *[To be specified] and cannot be extended beyond the validity deadline of the framework agreement.*

*7.4 [specify if the contract includes one or more tranches].*

For conditional tranche contracts, the period for each tranche, which runs from the date of notification of the administrative order to begin services on the tranche considered, is:

|  |  |
| --- | --- |
| Tranche | Deadline (in months) |
| Firm tranche |  |
| Conditional tranche 1 |  |
| Conditional tranche n |  |

**Article 8: Administrative orders**

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

8.1. Once the subsequent contract is notified to the contract holder, the Project Owner or the Delegated Project Owner shall have a period of fifteen (15) calendar days to sign the administrative order for the start of the services. A copy of the said administrative order is sent to the Minister in charge of Public Contracts, to the Body in charge of the Regulation of Public Contracts, to the Contract Manager, to the Contract Engineer, to the Paying Agency and to the Project Manager where applicable.

8.2. The administrative order to commence services on the subsequent contract is signed by the Contracting Authority and notified to the contracting partner by the Contract Manager, with a copy to the Engineer, the Project Manager and the Paying Body.

8.3. Administrative orders affecting the amount and/or the deadline are signed by the Project Owner or the Delegated Project Owner under the following conditions:

1. When an administrative order is likely to cause the contract amount overrun, its signing is subject to proof of finances by the Project Owner;
2. When the maximum of services set by the Project Owner has been reached, any increase envisaged over the period of validity of the framework agreement shall be the subject of an amendment, and the additional services can only be paid for after this contract amendment has been signed by the Project Owner or the Delegated Project Owner.
3. Administrative orders for additional services may be signed by the Project Owner or the Delegated Project Owner and regularised later through an amendment, as long as their financial impact is less than ten (10%) percent of the contract amount. Their signing is subject to justification of the additional financing by the Project Owner.
4. The overall amount of the contract amendments is capped at twenty per cent (20%) of the amount of the initial Framework Agreement.

The prior approval of the Paying Body may be required prior to the signing of administrative orders that have an impact on the amount.

In any case, any change affecting the technical specifications or special technical clauses must be the subject of a prior study on the scope, cost, and deadlines of the contract.

8.4. Administrative orders of a technical nature relating to the normal provision of the services shall be signed directly by the Contract Manager and notified to the supplier by the Contract Engineer with copy to the Ministry in charge of public contracts, the body responsible for regulating public contracts, to the Project Manager (as the case may be).

8.5. Administrative orders serving as formal notice will be signed by the Project Owner Delegated Project Owner and notified to the supplier by the Contract Manager, with a copy to the Ministry in charge of Public Contracts, to the body in charge of regulating public contracts, to the Engineer and to the Project Manager as appropriate.

8.6 Administrative orders for the suspension and resumption of services due to bad weather or any other case of force majeure shall be signed by the Project Owner or the Delegated Project Owner and notified to the supplier by the Contract Manager, with copy to the Ministry in charge of Public Contracts, to the body responsible for regulation, to the Contract Engineer, to the Project Manager as appropriate. [*To be adapted according to the type of service*].

8.7 The Administrative orders prescribing the services necessary to remedy malfunctions not arising from normal use, which appear during the guarantee period, shall be signed by the Contract Manager, on the proposal of the Engineer and notified to the Co-contractor by the Engineer.

8.8. The supplier has a period of fifteen (15) days to express reservations about any administrative order received. Expressing reservations does not exempt the supplier from executing the administrative orders received.

8.9. The administrative order to commence services on the conditional tranche may only be notified once the previous tranche has been completed and provisionally accepted. However, in case the suspensive condition of the execution of the conditional tranche is the availability of financing, notification of the start-off administrative order is given as soon as proof of the availability of financing is established.

Article 9: Tests and ancillary services

*[Specify any special provisions, if applicable notably on]* :

1. *The implementation operation ;*
2. *Technical documentation to be provided;*
3. *Staff training.*

Article 10: After-sales service and consumables

The Supplier shall maintain in the Republic of Cameroon for a period of\_\_\_ *[to be specified]* from the date of final acceptance:

1. *A duly authorised permanent representative ;*
2. *Repair workshops, where appropriate;*
3. *Qualified staff capable of carrying out all repairs necessary for the proper operation of the equipment and/or accessories supplied;*
4. *Sufficient stocks of spare parts and consumables where necessary.*

**Article 11: Execution programme**

Within a maximum period of [ten (10) days] from the date of notification of the administrative order to start executing the services, the contracting partner shall submit [five (5) or six (6)], for approval by the Contract Manager after obtaining the opinion of Contract Engineer, of the programme for the execution of services, his execution timetable, his draft Quality Assurance Plan (PAQ) and his Environmental Management Plan, if applicable.

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

Two (2) copies of these documents shall be returned within eight (8) to fifteen (15) days from the day of receipt with:

- Or the approval indication "GOOD FOR EXECUTION";

- Or the rejection indication, together with the reasons for the rejection.

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

The approval given by the Contract Manager shall in no way reduce the Contracting partner's liability. However, services carried out before the programme has been approved shall not be recorded or remunerated. The updated and approved planning shall become the contractual planning.

The Contracting partner shall constantly update the planning of the services taking into account the actual progress of the services. Substantial modifications on the contractual programme may only be made with the approval of the Contract Manager. Once the execution programme has been approved by the Contract Manager, the latter shall send it to the Project Owner within five (5) days, without the suspensive effect of its execution.

However, if major changes are noted which alter the subject of the contract or the content of the services, the Project Owner shall return the execution programme together with the reservations to be lifted within fifteen (15) days from the date of receipt.

Chapter III: Financial clauses

Article 12: Amount of the subsequent order contract

The amount of this subsequent order Contract, as shown in the detailed estimate, is the price fixed in the bidding letter as shown in the *[detailed or cost estimate]* attached.

This amount is *(in figures) (in words)* CFA *francs all taxes* inclusive, that is. :

- Amount of VAT : \_\_\_\_\_\_\_\_ (\_\_\_) CFA francs

- Amount AIR: \_\_\_\_ (\_\_\_) CFA francs

- Amount of the TSR, if applicable: ------------- (\_\_\_) CFA francs is applicable only for contracts awarded to holders whose head office is based abroad;

- Net amount to be paid = Net amount after deduction of all taxes and dues: \_\_\_ (\_\_\_) CFA francs.

Article 13: Guarantees or bonds

The contracting partner shall provide the guarantees described below from financial institutions approved by the Minister in charge of Finance in favour of the Project Owner or the Delegated Project Ownerwithin the deadlines, for the amount, in the manner and in the form indicated below:

***13.1. Final bond***

1. The final bond shall be constituted and sent to the Contract Manager within a maximum period of twenty (20) calendar days from the date of notification of the contract and in any case before the first payment.

Its amount is set at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[between 2 and 5% maximum at the appreciation of the Project Owner or* the *Delegated Project Owner]* of the minimum amount of the Framework Agreement all taxes inclusive plus, where applicable, the amount of any amendments.

1. The guarantee shall be expressed in the currency or currencies of the subsequent Order Contract, or in a freely convertible currency satisfactory to the Project Owner or the Delegated Project Owner and shall follow one of the models provided in the Consultation File [bank guarantee, certified cheque, bank cheque, legal mortgage].
2. The final bond shall be returned following a release order issued by the Project Owner or the Delegated Project Owner from the date of acceptance of services or within a deadline of one month following the date of acceptance of the services, following a release order issued by the Project Owner or Delegated Project Owner after request by the service provider.
3. The methods of substituting the bond are set out in Article 140 of the Public Contracts Code.
4. Small and medium-sized enterprises with national share capital and managed by nationals, as well as civil society organisations 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 authorised in accordance with the instruments in force.

***13.2 Start-up advance bond***

*[Specify if applicable, the rates (maximum 40% of the initial price all taxes inclusive of the contract for services contracts and quantifiable services and maximum 20% of the initial price all taxes inclusive of the contract of services and non quantifiable services and SP, and 100% guaranteed by a banking establishment under Cameroonian law or a first-rate approved financial institution in accordance with the regulations in force)].*

The modalities for refunding the bond are set out in Article 159 of the Public Contracts Code.

Article 14: Place and method of payment

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

The Project Owner shall make payments under this contract by bank transfer in the name of the contracting partner as follows: [*The bank domiciliation shall be the same as that of the final bond].*

1. For payments in CFA francs, that is. *(net amount to be mandated in figures and words)*, by crediting account No. \_\_\_\_\_\_\_\_\_ opened in the name of the service provider at\_\_\_\_\_\_\_\_\_\_\_\_\_\_bank.
2. For payments in foreign currencies, *(if applicable)* that is *(net amount to be mandated in figures and words)*, by crediting account No. \_\_\_\_\_\_\_\_\_ opened in the name of the service provider at \_\_\_\_\_\_\_\_\_\_\_\_\_\_bank.

Article 15: Variation of prices

15.1. Prices are firm or revisable *[To be specified in accordance with the terms of the Code].*

a. Down payments made to the supplier as advances are not revisable.

b. The revision is "frozen" at the expiry of the contractual period, except in the event of a price drop.

15.2. Price updating modalities (if applicable)

Modalities for updating prices are those provide 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 16: Price revision or updating formulae

The prices in the unit price schedule may be revised by applying the following formula: *[Insert the formula and define the parameters and indices to be applied, if applicable].*

For each of the parameters, the index "0" indicates the "basic value" at the date of the month preceding that of bid opening.

*[Comply with the Public Contracts Code].*

Article 17: Price updating formulae

The prices in the unit price schedule are revisable by applying the following formula: *[Insert the formula, if applicable, and define the parameters and indices to be applied].*

The indices are, as appropriate, those defined for the price revision formulae.

Article 18: Advances

18.1. The Project Owner or the Delegated Project Owner *shall [grant or not grant]* a start-up advance *[equal to % of the amount of the subsequent Contract issued] (the advance shall not exceed forty percent (40%) of the initial all taxes inclusive of the contract for services or quantifiables services contracts), or twenty percent (20%) of the initial all taxes inclusive of the contract for services or non quantifiable services and SPI contracts),*

18.2 The start-up advance may be obtained by the administration's contracting partner on simple request to the Project Owner or the Delegated Project Owner without justification.

18.3 The repayment of the start-up advance shall begin when the value of the services performed under the contract, expressed in basic price, reaches or exceeds forty per cent (40%) of the initial amount of the contract or of the tranche concerned and ends at the latest when the value in basic prices of the services performed reaches eighty per cent (80%) of the amount of the contract.

If the contract does not give rise to down payments, and is the subject of a single payment, the start-up advance shall be deducted once from the single payment.

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

18.4 The advance shall be reimbursed in full at the latest when the value in basic price of the services provided reaches eighty per cent (80%) of the amount of the Framework Agreement.

18.5 As and when the advances are repaid, the Project Owner or the Delegated Project Owner shall give a release order for the corresponding part of the bond, at the express request of the administration's contracting partner.

18.6 The administration’s contracting partner shall use the Start-up Advance exclusively for mobilization expenses specifically required for the purpose of the execution of the Contract as specified in his request.

Article 19: Payment methods

*[Set deadlines for approval of invoices or detailed accounts by theProject Manager and the Contract Manager before transmission to the accounting officer in charge of payment;*

*Payments shall be done by \_\_\_\_\_\_\_\_ within a maximum period of\_\_\_\_\_ calendar days upon receipt of the invoices or detailed accounts approved (Ninety (90) days maximum);*

**A – Settlement of supplies contracts**

***(For unit price payment contracts, for information purpose only)***

***19.1. Establising the services executed***

*Before the 30th each month, contracting partner and the Enginer shall jointly establish a job cost sheet summarising and setting the quantities executed and recorded for each item on the schedule during the month and that may give right to payment.*

**19.2. *Provisional detailed account***

**Provisional detailed accounts**

When delivery can be made, each partial delivery, unless otherwise stipulated in the framework agreement, or each provisional delivery shall give right to a payment equal to the value of the (to be specified of the lot or contract) from which is deducted, if applicable, the retention bond and repayment of the advance granted. Provisional detailed accounts or invoices must be drawn up (a detailed account EVAT and a detailed account of the amount of taxes) following the model approved and establishing the total of the sums he may be entitled to under the execution of the contract, from the beginning of the contract in seven copies at a frequency of: [To be specified either single or partial between one (1) and three (3) months] depending on the arrangements for partial acceptance].

*Only the invoice excluding VAT shall be paid to the contracting partner. The detailed account of the amount of taxes shall be the subject of a journal entry between the budgets of the\_\_\_\_\_\_\_\_ [To be specified] and the Ministry in charge of finance.*

*The amount EVAT of the down payment to be made to the service provider shall be paid as follows:*

* *EVAT - AIR or TSR] paid directly to the administration's contracting partner's account;*
* *VAT at the current rate;*
* *AIR or TSR] paid to the Treasury as the AIR or TSR due by the contracting partner;*

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

*The payment clause must provide for the submission of invoices corresponding to each delivery, drawn up in accordance with the detailed quantity and estimate and the technical specifications.*

*The Engineer has a period of: [To be specified (a period of zero (0) to seven (7) days)] to forward to the Contract Manager the draft detailed account or invoice that he has approved.*

*The Contract Manager has a period of: [To be specified, (from zero (0) to twenty-one (21) days) to proceed with settlement and transmission to the accounting officer responsible for payment, with copy to the body responsible for external control.*

*Copies of the provisional detailed accounts must be sent to the Ministry in charge of public contracts and to the body responsible for regulating public contracts.*

*Or*

***(For all-in payment contracts, for information purpose only)***

*Payment schedule*

*The amount of down payments to be settled is scheduled as follows:*

*Approval of the provisional report:*

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

*- 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 or en currencies if applicable) to the Engineer accompanied by a payment request.*

*The payment request shall contain the total amount of the contract, the amount of the sums already collected, the amount of the invoice concerned, as well as the amount of the repayments made under start-up advance.*

*The Engineer has a period of: [To be specified (a period of zero (0) to seven (7) days)] to forward to the Contract Manager the draft detailed account or invoice that he has approved.*

*The Contract Manager has a period of: [To be specified, (from zero (0) to twenty-one (21) days) to proceed with the settlement and transmission 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 down payments is ninety (90) days from the date of receipt of the detailed accounts or invoices sent by the Contract Manager.*

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

**19.3. Final detailed account- statement of the balance after approval of the final report**

After completion of the services and within a maximum period of [To be specified] days after the date of acceptance of the services, *[Indicate, if applicable the period of time the contracting partner has to send the draft to the Contract Engineer after the date of acceptance of the services]* the contracting partner shall draw up, on the basis of the joint observations and send to the Project Owner et request for the balance in the form of a final detailed account which summarises the total amount of the sums already collected as well the balance to be paid which summarises the total amount of sums he may claim as a result of the execution of the full contract. This summary constitutes the final detailed account.

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

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

*[Indicate the period of time within which the Contract Manager must notify the Project Manager or Engineer of the rectified and accepted draft (maximum 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.

In case the contracting partner signs with reservations or does not sign the final detailed account, the reasons for this refusal or these reservations must be set out by the contracting partner in a statement summarising all the claims for which he is claiming payment, accompanied by the necessary supporting documents, and sent to the Project Manager within the same deadline as above, under pain of foreclosure.

The dispute shall then be settled in accordance with the provisions of the Public Contracts Code and the GAC applicable.

**19.4. Settlement in case of group of enterprises and subcontracting (GAC Article 29)**

In case of a several group of enterprises, payments are made into the account indicated in the tender either in the name of the group or in the name of the authorised representative *[to be specified if applicable]*.

In the case of a joint group of enterprises, payments shall be made to the different accounts of the co-contractors as follows: *[to be specified if applicable].*

Any settlement of down payments for services executed by subcontractors shall be subject to the execution of the services provided for in the contract, and accepted subject to proof of payment by the Administration's contracting partner to the subcontractors.

The main enterprise has a maximum period of thirty (30) working days from the date of payment of the invoice for the services executed and accepted to pay the subcontractor.

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 coercive measures against the contract holder, in particular direct payment of the subcontractor

**Article 20. General and final detailed account**

*20.1 [Indicate the period of time available to the Contract Manager or the Contract Engineer to draw up the general and final detailed account to the contracting partner (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 and have it jointly signed by the contracting partner and the Project Owner or Delegated Project Owner. This detailed account includes:

- The final detailed account,

- The down payment for balance,

- A summary of the monthly down payments.

**The signing of the general and final detailed account without reservation by the contracting partner definitively binds the parties and terminates the contract and releases the contracting partner and the Project Owner or Delegated Project Owner from all their obligations, except with regard to interest on overdue payments.**

***20.2*** Indicate the deadline for the contracting partner to return the signed general and final detailed account*.*

***20.3*** *The transmission of the general and final detailed account to the Paying Body for payment is subject to prior approval by MINMAP. To this end, a copy of the corresponding job cost sheet and all the provisional detailed accounts must be sent to the Ministry beforehand or given to his representative on the site, where applicable.*

The deadlines and procedures for signing and managing disagreements are the same as those for the final detailed account.

Article 21: Default interests

Any default interests shall be paid by statement of amounts due in accordance with the provisions of Articles 166 and 167 of Decree No. 2018/366 of 20June 2018 to institute the Public Contracts Code and obtained through the following formula:

I = M x (n/360) x (1) where:

M = Amount inclusive of taxes, owed to the holder; N = Number of calendar days of default;

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

Article 22: Penalties

1. **Penalties for delay**

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

1. 1/2000th (one two thousandth) of the initial contract and its possible amendments tax-inclusive amount per calendar day of delay from the first to the thirtieth day beyond the contract period;
2. 1/1000th (one thousandth) of the initial contract and its possible amendments tax-inclusive amount per calendar day of delay beyond the thirtieth day.

22.2 For conditional tranche contracts, the periods and amounts to be taken into account shall be those of the tranche under consideration.

**B- Special penalties (amount to be indicated)**

22.3 Irrespective of penalties for contractual period overrun, the contracting partner shall be liable to the following special penalties for failure to comply with the provisions of the contract, among others:

* Late designation of the official that has to represent the enterprise;
* Late election of domicile;
* Late submission of the final bond;
* Late submission of insurances;
* Late submission of the execution draft as long as the delay is attributable to the Contracting partner;
* Others to be specified by the Project Owner(amount or modalities to be defined).

22.4 In any case, the cumulative amount of the penalties (delay and special) may not exceed ten per cent (10%) of the amount tax-inclusive of the initial contract and its possible amendments, under pain of termination of the contract.

Any remission of contract delay penalties may be decided by the Project Owner or the Delegated Project Owner only after the opinion of the public contracts regulatory body.

**Article 23:** **Tax and customs regime**

The contract is subject to the tax and customs regime in force in the Republic of Cameroon. The contract is concluded all taxes inclusive, in accordance with Law No. ............... of ............. Finance law of the Republic of Cameroon for the ...... financial year and the General Tax Code, which defines the procedures for implementing the tax system for public contracts.

The tax system applicable to this contract shall include in particular:

* 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:
* Dues and taxes of entry into Cameroonian territory (customs duties, VAT, IT tax);
* Council dues and taxes,
* Dues and taxes relating to the extraction of materials and water.

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

The price all taxes inclusive means VAT included.

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

**Article 24. Stamp duty and registration of subsequent order contracts**

Seven (7) original copies of the contract will be stamped and registered by and at the cost of the supplier, in accordance with the regulations in force in Cameroon.

**CHAPTER IV: ACCEPTANCE OF SERVICES**

***(Or Follow-up and technical validation Committee for the technical assistance for software, in this case see the SPI model TF.)***

**Article 25: Documents to be provided before technical acceptance**

The co-contractor shall, within a period of at least ten (10) days before the provisional acceptance of the subsequent order contract, transmit to the Project Owner or the Delegated Project Owner the following documents

[Specify special provisions if applicable]:

1. Copy of the invoice describing the supplies indicating their quantities, price and total amount;
2. Delivery notification;
3. Service report;
4. Copy of final bond;
5. Copy of insurance, if applicable;
6. Other to be specified.

**Article 26: Provisional acceptance**

**26.1. Operations prior to acceptance**

Before provisional acceptance, the contracting partner shall send a written request to the Project Owner or the Delegated Project Owner, with copy to the Engineer, to organise a technical visit prior to acceptance. This visit includes, among other operations: [List operations]

**26.1.1 The Acceptance Committee** or a technician appointed for this purpose, shall carry out quality and quantity checks, (to be specified either in the manufacturing plants and the modalities if applicable, test workshops, shops or places where the contracting partner's services are carried out, test workshops of the State's public structures, or on the Project Owner's or Delegated Project Owner's sites).

These operations shall be marked by a report drafted on the spot and signed by the Project Manager, if applicable, the Engineer and the Contracting partner.

**26.1.2** When these operations are carried out by a technician, the latter draws up a report containing a proposal for acceptance, repair, improvement or rejection, which is forwarded to the committee for decision.

**26.1.3** **The Technical Acceptance Committee o**r the technician assigned to this task must restrict himself to checking compliance with the technical specifications.

As concerns technical acceptance, the Committee shall take one of the following decisions concerning all or part of the service:

a. It accepts the quality and quantity of the service and, in this case, its decision is immediately enforceable;

b. It notices that the service does not comply and rejects it. However, in this case, it may accept either that the service be brought into conformity or that it be subject to a reduction. The Contracting partner shall be notified of the rejection of the service by registered mail or by simple letter against receipt if it has not signed the report leading to this decision.

**26.2. Provisional acceptance**

The contracting partner must make known to the Contract Manager latest [to be specified] days before the expiry of the contractual deadline, the date on which he wishes the supplies acceptance exercise should take place.

Provisional acceptance shall be pronounced as soon as the supplies covered by this contract have been delivered and the pre-acceptance operations have been conducted.

After verifying technical specifications and ensuring that the equipment is functioning properly, the Committee shall examine the minutes of the pre-acceptance operations and, if necessary, provisionally accept the services.

For contracts comprising several tranches, the Project Owner or the Delegated Project Owner shall provisionally accept the supplies for the tranche in question. This acceptance shall be a prerequisite for the start of the next conditional tranche.

The acceptance visit is marked by the signing, on the spot, by all the participants of an acceptance report stating whether or not acceptance has been granted and, where necessary, the reservations to be lifted, together with deadlines, before acceptance is granted.

In case acceptance is not pronounced, the acceptance minutes shall specify the reservations to be lifted, together with the deadlines before granting acceptance.

**26.3. The Acceptance Committee** shall be composed as follows, just by indication**:**

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

* + - 1. The Project Owner or the Delegated Project Owner or his representative **Chairperson**;
      2. The Project Manager or the Contract Engineer,  **Members**;
      3. The representatives of the the Ministry in charge of public contracts, **observers**
      4. The Contract Engineer, Rapporteur;
      5. The Project Owner’s or Delegated Project Owner’s stores-accountant in accordance with the circular implementing the finance law for the year [To be specified], **Member**.
      6. The Contracting partner, **Guest**;
      7. External members, **Guest.**

The members of the acceptance committee are convened at least ten (10) days before the acceptance date. The Contracting partner or the Service Provider is convened for the acceptance exercise by mail at least ten (10) days before the acceptance date. He must attend (or be represented) by (Quorum to be specified). His absence shall mean unreserved acceptance of the conclusions of the Acceptance Committee.

**26.4. Partial acceptance** *[Indicate if partial acceptance is planned].*

The contracting partner may, if the nature of the services or force majeure so requires, request partial acceptance. In this case, the committee responsible for partial acceptance shall be the same as the one responsible for provisional acceptance. A partial acceptance report shall be drafted and signed by all the parties and at least 2/3 of the members present *[Indicate if partial acceptance is planned].*

**26.5. Taking possession of services**

Any possession taking of the deliverables before any acceptance, for exceptional circumstances requiring their immediate use or exploitation shall be preceded by the prior establishment of a joint report on the actual situation signed by Project Owner or his representative, the Contract Manager, the Contract Engineer and the Contracting partner and of partial acceptance. However, if there is an emergency, possession taking may take place before acceptance, subject to drafting of joint report on the actual situation.

**Article 27: Postponement**

28.1 When the acceptance Committee feels that the services cannot be accepted until some adjustments are made, the Project Owner may decide to postpone the acceptance of services through a reasoned decision.

27.2 The Contracting partner has ten (10) days from notification of the adjournment decision, to make known its acceptance. In case of refusal by the Contracting partner or of no reaction during this period, the Project Owner has the choice to pronounce the acceptance of services with reduction or to reject them, under the conditions laid down in Articles 57 and 58 of these GAC, within a period of fifteen (15) days from the notification of the refusal by the holder or from the expiry of the ten (10) day period mentioned above. The Project Owner’s silence beyond the fifteen (15) says period means rejection of services.

27.3 If the Contracting partner present once again adjusted services, after the postnement decision of the services, the Project Owner once again has the full period provided for to make the verifications on the services, from their new presentation by the Contracting Partner.

27.4 When the Project Owner orders the adjournement of the execution of the contract for a duration of more than two (2) months, the Contracting partner has the right to terminate the contract. The same thing in case of successive adjournments for a cumulative duration beyond two (2) months. In both cases, adjournment gives right to payment to the Contract holder of compensation covering the cost of the prejudice suffered, except case of force majeure or for reasons attributable to the Contract holder.

**28: Rejection**

28.1 Where the Follow-up and Technical Validation Committee feels that the services call for reservations such that it does not seem possible to pronounce neither adjournment nor the partial acceptance nor the acceptance with a reduction, the Contract Manager shall notify a reasoned decision to reject. The same holds when, in the absence of the obligation of results, the Contracting Partner has not fulfilled his obligations mentioned in the GAC

28.2 The Contracting partner has fifteen (15) days to submit his observations. Beyond this period, he is deemed to have accepted the decision of the Contract Manager. If the Contracting partner submits observations, the latter then has fifteen (15) days to notify a new decision, after receiving the opinion of the Follow-up and Acceptance Committee, where necessary; in the absence of such notification, the Contract Manager is deemed to have accepted the co-contractor’s observations.

28.3 In case of rejection, the Contracting partner is obliged to reimburse the advances and down payments already received.

**Article 29: Documents to be provided after provisional acceptance**

*[Indicate if the list of documents to be provided within a period of 30 days after provisional acceptance]*

**Article 30: Final acceptance**

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

30.2. The final acceptance procedure is the same as that of provisional acceptance.

30.3. The framework agreement and order contract and releases the co-contractor shall be definitely concluded following the provisions in article 19 paragraph 1 of the present SAC on the general and final detail account.

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**CHAPTER V. MISCELLANEOUS PROVISIONS**

**Article 31. Termination of the contract**

1. The subsequent order contract shall automatically be terminated in one of the following cases:
2. Death of the framework agreement holder. 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;
3. Bankruptcy of the framework agreement holder. In this case, the Project Owner or Delegated Project Owner may, where applicable, accept proposals that could be made by creditors to continue service provision;
4. judicial liquidation, if the Administration’s contracting partner is not authorized by the court to continue operating his business;
5. In case of sub-contracting, co-contracting or subsidiary orders, without the prior authorization of the Project Owner or the Delegated Project Owner;
6. Default by the Administration’s contracting partner duly established and notified to the latter by the Project Owner or the Delegated Project Owner by administrative order serving as formal notice;
7. Failure to comply with labour laws and regulations;
8. 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;
9. Duly established fraudulent schemes and corrupt practices.

31.2 The subsequent order contract may also be terminated under the conditions stipulated in the GAC, in particular in one of the following cases:

* + - * 1. Delay in services resulting in penalties beyond 10% of the amount of the services;
        2. Postponement or prolonged interruption decided by the Project Owner or Delegated Project Owner;
        3. Persistent non-payment for services;
        4. Refusal to repeat poorly executed services.

31.3 The subsequent order contract may also be terminated for no fault attributable to the holder, in particular in one of the following cases:

In the event of force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of any liability on the part of the administration's contracting partner without prejudice to any compensation to which the latter may be entitled

Persistent non-payment for services;

Reason of general interest.

**Article 32**: **Case of force majeure**

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

For the purposes of this contract, the “force majeure” means [specify the provisions of the GAC and certain specific situations, if necessary]

If the contracting partner invokes force majeure due to weather conditions, the thresholds below which no claim shall be accepted are as follows:

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

**Article 33**: **Disputes and litigation**

Any disputes or litigation arising from the execution of this contract may be settled amicably. Where no amicable solution can be found, the dispute shall be brought before the competent Cameroonian court, subject to the following provisions:

[To be filled, if applicable]

**Article 34:** **Drafting and dissemination of this contract**

The Project Owner is responsible for drafting or putting in good shape the contract constituent documents. The Project Owner or Delegated Project Owner is responsible for reproducing [Twenty (20)] copies of this contract to be subscribed by the contracting partner.

**Article 35 and the last:** **Validity and entry into force of the contract**

This contract shall only become final once it has been signed by the Project Owner or the Delegated Project Owner. It shall come into force as soon as it is notified to the contracting partner.

**Document No. 5:**

**Term of Reference and/or Technical Specifications of the service**

1. **Technical Specifications**

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Services and ancillary Services requested by the Project Owner. These specifications should be detailed taking into account that:

1. The TS constitute a base for the verification of the compliance of the services and their evaluation. Consequenly, well defined TS facilitate the preparation of compliant tenders by bidders, as well as the preliminary examination, evaluation and comparison of bids by the evaluation sub-committee.
2. The TS require that all services, as well as the materials constituting them, be new, not used, of the most recent or current model, and that they incorporate all improvements in design and materials, unless the contract stipulates otherwise.
3. The TS take into account practices considered to be best by experience.

The use of specifications prepared in the same country and applying to the same sector can provide a sound basis for drafting TS.

1. The use of the metric system is strongly recommended.
2. The standardisation of TS may have advantages and depend on the complexity of the Services and the repetitive nature of the award of contract considered. The STs should be sufficiently general to avoid difficulties in the use of labour, materials and equipment generally used in the manufacture of similar services.
3. The standards with regard to equipment, materials and labour specified in the tender file shall not be restrictive. International standards should be used wherever possible. References to brand names, catalogue numbers, or other details which limit materials or items to a particular Manufacturer should be avoided wherever possible. Such a description of an item, where unavoidable, should always be accompanied by the words ‘or substantially equivalent’.
4. TS should describe in detail the requirements for, but not limited to, the following:
5. Standards required for the execution of the Services.
6. Complementary services/ancillary services, necessary to ensure an execution in good and due form;;
7. Detailed activities to be carried out by the bidder, and any involvement of the Buyer in these activities;
8. List of functioning guarantees (details) covered by the Guarantee and details of damages applicable in the event of failure to comply with these functioning guarantees.
9. The TS specify the main technical and operating characteristics required, as well as other requirements, such as maximum or minimum guaranteed values, as the case may be. If necessary, the Project Owner or the Delegated Project Owner includes an ad hoc form (attachment to the Tender Letter) in which the bidder provides detailed information on the acceptable or guaranteed values of the operating characteristics.

When the Project Owner requires the bidder to provide some or all the TSs, technical documents or other technical information in his bid, the nature and amount of information required as well as their description have to be presented in the bid.

*[If a summary of the TSs is to be provided, the Project Owner shall insert the information in the Table below. The bidder shall prepare a similar table showing that the requirements are met].*

1. **The supplies and ancillary services must conform to the following specifications and standards:**

|  |  |  |
| --- | --- | --- |
| **Articles (No.)** | **Names of ancillary services** | **Applicable technical specifications and standards** |
| *[Insert the number of the article]* | *[Insert the name]* | *[Insert the TS and the standards]* |

|  |
| --- |
|  |
| 1. **List of Services and Delivery Schedule** |

*[The Project Owner or Delegated Project Ownershall fill this table, except for the column “Delivery date offered by the Bidder” which shall be filled by the Bidder. The list of items shall be identical to the list that appears on the price schedule]*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description of services** | **Quantity (Number of units)** | **Unit** | **Site (project) or final destination as indicated in the RC** | **Delivery date** | | |
| **Earliest delivery date** | **Latest delivery date** | ***Delivery date offered by the bidder [to be specified by the bidder]*** |
|  | *[Insert description of services]* | *[Insert quantity of articles to be provided]* | *[insert unit of measurement]* | *[Insert place of final delivery according to the RC]* | *[Insert date]* | *[Insert date]* | *[Insert date offered by the bidder]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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**3 List of ancillary services and execution schedule or as the case may be**

*[This table is to be filled by the Project Owner or the Delegated Project Owner. The dates of execution of the services should be realistic and consistent with the dates of final delivery or final execution]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Article**  **Service No.** | **Description of Service** | **Quantity3[[3]](#footnote-3)** | **Unit or flat-rate** | **Site or place where services shall be executed** | **Final date of execution of services** |
| *[Insert number of services* | *[Insert description of the service]* | *[Insert number of service to be provided]* | *[measurement unit]* | *[place of execution of the services]* | *[Insert date]* |
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**4-Plans**

This Consultation File has *[insert ‘includes the following plans, sketches, drawings, etc.’ or ‘includes no plan]*, as the case may be.

**5-List of plans**

*(If the request for consultation file includes plans, insert them in the table below]*

|  |  |  |
| --- | --- | --- |
| **Numbers** | **Titles** | **Objectives** |
|  |  |  |
|  |  |  |
|  |  |  |

**5. Inspections and Tests**

*The following inspections and trials shall be carried out: [insert the list of inspections and trials].*

**2- TERMS OF REFERENCE (ToR)**

**NOTE RELATING TO THE PREPARATION OF THETERMS OF REFERENCE (TOR)**

Terms of Reference generally include the following sections:

I. Background and justification

II. Purpose of the service

III. Expected results

IV. Methodology

V. Organisation of the work

VI. Duration of the service

VII. Consultant profile

VIII. Data, Services and Facilities to be provided by the Project Owner

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

**CONTENTS**

I Background / justification

II Objectives of the assignment (overall and specific objectives)

III Scope of the service provider's assignment

IV Basic documentation

V Methodology

VI Reports to be produced by the service provider

VII Mission timetable

VIII Service provider’s profile

Annexes

**TERMS OF REFERENCE**

**I. Background / justification**

- Provide a brief background and justification for the project;

- Briefly describe the current situation;

- Indicate the problems encountered;

- Underline the problems that need to be addressed in this service;

- Recall the regulatory, economic and social context, etc.

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

- Specify the overall objective, if possible giving a description of the final situation;

- Focus on the specific objective(s).

**III. Nature of the applicant's mission**

- 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 a preliminary design phase highlighting different solutions and outline tentative scenarios for each of them, and provide 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 chosen solution (costs and deadlines, advantages and disadvantages, economic profitability);

- After approval by the Project Owner, draft the final documents to implement the decisions made.

**IV. Basic documentation**

- List the basic documents available;

- Indicate which would be useful and which may not be available.

**V. Methodology**

The Service Provider's mission is structured around three main phases:

- Before the beginning of his services, the service provider will have finalised his work plan, the methodology used and the timetable for its intervention. Beforehand, he will have obtained from the Project Owner all the documentation required to carry out his assignment;

- During the assignment, the Service Provider will work with the stakeholders appointed by the Project Owner. He will carry out surveys among the various stakeholders in order to gather their opinion on the efficiency of the measures envisaged.

- At the end of his assignment, 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 will 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 his observations on the provisional report for each phase. Beyond this deadline, the Service Provider may consider that his proposals have been accepted;

- The final report will highlight the service provider's conclusions and recommendations, details of the methodology and procedures followed and the evidence supporting his conclusions. Precisions on the recommendations will be treated in the annexes.

- The Project Owner will go through the final provisional report, examine all the conclusions and recommendations before commenting on this document, in particular 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 will be submitted to the Project Owner within the deadlines provided for in the study schedule;

- The Project Owner shall provide his comments in writing on the provisional report within [*15 calendar days*] upon receipt of the report;

- The final/provisional report will be submitted to the Project Owner within [*the prescribed deadline]* ;

- The Project Owner must approve the final report within [*thirty (30) days*], if it is accepted, the service provider has [*10 calendar days*] to submit the final report;

- The assignment is due to start on \_\_\_\_\_\_\_.

**VIII. Consultant's profile**

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

**Annexes**, if applicable.

**Document No.6:**  
**UNIT PRICE AND FIXED PRICE SCHEDULE FRAMEWORK**

**Note on the preparation of the Framework Schedule of Unit Prices and all-in Prices**

The Framework Schedule and the Delivery schedule must be included in the Tender File by the Project Owner or those who will prepare and finalize them, and must include, in minimum the description of the services subject of the Framework Agreement.

They are intended to provide bidders with the information necessary to enable them to prepare their bids efficiently and accurately, in particular as regards the Price Schedule, a model of which is set out in Appendix 7. Together with the Price Schedules, they provide in addition the basic information required by the Project Owner or Delegated Project Owner if he modifies the quantities at the time of awarding the contract, in accordance with Article 39 of the RGAO.

The date or period of execution must be specified, taking into account the date specified here, on which the service provider's obligations begin (notification of the award or signature of the Contract, issuing or confirmation of the letter of credit).

[The bidder must fill in all blank spaces in the Price Schedule forms in accordance with the instructions below. The list of items in Column 1 of the Price Schedule must be identical to the list of services provided by the Project Owner].

|  |  |
| --- | --- |
| **Price schedule for services** | |
|  | Date [insert date (day, month, year) of submission of the offer]  AAO number: *[insert Name of the Call for Tender]*  Variant number: *[insert identification number if this tender is proposed for a variant].* |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | |
| No. of reference | Description[[4]](#footnote-4) | Minimum quantities[[5]](#footnote-5) | Maximum quantities[[6]](#footnote-6) | Unit price[[7]](#footnote-7) | Total minimum Price  (col.3 x col.6) | Total minimum price  (col.4 x col.6) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Name of Bidder [insert name of Bidder] Signature [insert signature], Date [insert date]

Date [insert date of bid].

**Note relating to the Price Schedule and Time schedule for Execution of ancillary Services**

The Quantities Schedule and the Delivery Schedule must be included in the Tender File by the Project Owner or those who will prepare and finalize them, and must include, as a minimum, a description of the services that are the subject of the contract.

They are intended to provide bidders with the information necessary to enable them to prepare their bids efficiently and accurately, in particular as regards the Price Schedule, a model of which is set out in document No.6. Together with the Price Schedules, they also provide the basic information required by the Project Owner or Delegated Project Owner if he changes the quantities at the time of Contract award, in accordance with Article 38 of the RGAO.

The date or period of execution must be specified, taking into account the date specified here, on which the Contractor's obligations begin (notification of the award or signature of the Contract, issuing or confirmation of the letter of credit).

|  |
| --- |
| **Price Schedule for ancillary Services** |
| |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | |  | | Currency of tender in accordance with  Article 16 of the RGAO | | | Date [insert date (day, month, year) of submission of the offer]  AAO number:  *[Insert the name of the Tender Notice]*  Variant number: *[insert identification number if this tender is proposed for a variant].* | | 1 | 2 | 3 | 4 | 5 | | | | Reference number[[8]](#footnote-8) | Description of Services[[9]](#footnote-9) | Unit of measure[[10]](#footnote-10) | Unit price [[11]](#footnote-11) | Specify, if applicable, the factors that could lead to a significant variation in the unit price beyond the ratio proposed in the bidders' offer, and which could lead to a possible amicable termination of the contract after having established the veracity of the arguments presented by the bidder. | | | | 1 | Man-power | Lump sum | 1,000;000 |  | | | | 2 | Preventive maintenance | Hour | 100,000 |  | | | | *Total tax exclusive* | | | |  | | | *Taxes (VAT)* | | | |  | | | *Total Price (TTC)* | | | |  | | | Name of Bidder [insert name of Bidder] Signature [insert signature] Date [insert date] | | | | | | |

Document No. 7:  
  
Detailed Quantities and Cost Estimates Framework

**Note on the Detailed Quantity and Estimate Framework**

*This note on the preparation of the Detailed Quantity and Estimate is provided for the Project Owner or Delegated Project Owner or to the persons who will prepare and finalise the Tender File for information purposes only. It must not be included in the final documents].*

**Objectives**

The purpose of the detailed quantity and estimate is to provide sufficient information as to the nature and volume of the services to be executed to enable bidders to prepare their offers correctly and accurately.

To achieve these objectives, the Price Schedule and the Detailed Quantity and estimate must list the services with sufficient details to distinguish between different types of service of the same nature executed in different locations or between any other conditions likely to give rise to variations in costs. Once these requirements have been met, the framework and content of the Schedule of Prices and the Detailed Quantity and Estimate should be as simple and concise as possible.

**Detailed Quantity and Estimate**

The detailed quantity and estimate will generally include the following headings.

a. The units according to the metric system used;

b.The quantities of services to be executed by category;

c. Unit prices consistent with those of the price schedule;

d. The sub-total by category;

|  |  |  |  |
| --- | --- | --- | --- |
| e. | The total excluding VAT; |  | |
| f. | VAT equal to | % of the amount excluding VAT; | |
| g. | IR (Income tax) is at | | % of the amount excluding VAT; | |
| h. | The total all taxes inclusive. | |  | |

**Detailed Quantity and Cost Estimate Framework**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Unit** | **Minimum qty** | **Maximum qty** | **UP** | **minimum total price EVAT** | **maximum total price EVAT** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total EVAT** | | | | | |  |  |
| **VAT** | | | | | |  |  |
| **AIR** | | | | | |  |  |
| **Total ATI** | | | | | |  |  |

Name of bidder.......................................................[insert the name of bidder]

Signature................................................[insert signature], Date...................................................[insert date]

Document No. 8:  
Unit Price Sub-Detail Framework

**Unit Price Sub-Detail Framework (quantifiable services)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Cost price** | **Transport** | **Order cost** | **Delivery fees** | **Other services required** | **Margin** | **Unit price EVAT** |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

Bidder's name [insert Bidder's name] Signature [insert signature], Date [insert date].

**Framework for the sub-detail of unit prices (SPI)**

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

**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 proposed by a bidder.**

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

**a. Details of the sales coefficient in accordance with the model shown at the end of this note;**

**b. Cost price of materials required for the service;**

**c. Cost price of supplies required for the service;**

**d. Cost of local and expatriate human resources;**

**e. For each price in the schedule, a sheet derived from points a, b, c and d above, indicating the yields leading to the unit prices;**

**f. The precise sub-details of the lump sums for the fitting out and maintenance of the premises and the supply of the resources made available, where applicable;**

**g. Sub-details of taxes and duties.**

**2. Framework for presenting the sales ratio, also known as the overheads ratio.**

**A. Service overheads**

**- .....**

**- ... .....**

**- ...**

**Total C1**

**B. General head office expenses**

**- Head office expenses .....**

**- Financial expenses .....**

**- ... .....**

**- Uncertainties and profit .....**

**Total C2**

**Sales ratio k = 100/(100-C)**

**where C=C1+C2**

**The project owner may propose a framework for the sub-detail of unit prices including the elements set out in point 1 above.**

Document No.9:

Model of Bids Comparison Table

## Table of bids comparison

## (Each member of the Tenders Board shall have at his disposal a copy of the form to be filled himself)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No** | **Names of bidders** | **Total amount all taxes inclusive of the offer**  **read at the opening of bids** | **Conformity of the offer**  **(Y/N)** | | **Appreciation** | **Total amount all taxes inclusive of the offer**  **corrected** | **[[12]](#footnote-12)Observations** |
| At the administrative level | At the technical level |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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**Members of the Tenders Board:**Name

Position Signature

**DOCUMENT No. 10:**

**FORMS AND MODEL DOCUMENTS TO BE USED BY BIDDERS**

**Note relating to the model of documents to be used**

The Bidder shall complete and present in his offer, the tender Model in accordance with the provisions contained in the Call for applications File.

He shall provide a bid bond using the template presented in this document. The draft contract shall include all corrections or modifications made to the accepted offer resulting from the correction of errors, in accordance with Article 30.2 of the GRIT, from the updating of the price in application, where necessary, of Article 11.4 of the GRIT due to the duration of the evaluation of offers, the choice of an alternative offer, the acceptance of variations deemed acceptable or any other mutually acceptable modification permitted by the Call for applications file, such as a change in key personnel, subcontractor, service execution program, etc.

The Final Bond and Start-Up Advance Bond models should not be completed at the time of bid preparation. Only the successful Bidder shall be asked to provide the Final Bond and the Start-Up Advance Bond, if applicable, in accordance with the template presented in this document. Any failure by the supplier or service provider to fulfill his obligations under this contract constitutes a cause for seizure of the final bond provided that said failure has been established by the Project Manager/Project Owner or Delegated Project Owner. As soon as the said bond is needed, the guarantor is required to comply without any form of procedure.

**Table of models**

Appendix No. 1. : Declaration of intention to bid………….

Appendix No. 2. Model of bid bond ……………………………………..………................

Appendix No. 3. Final bond model ………………….………………………………………

Appendix No. 4. Start-up advance bond model ………………………..…………………………….

Appendix No. 5. Model of performance bond in replacement of the retention bond …………….

Appendix No. 6. Model of manufacturer’s certificate …………………………………….

Appendix No. 7. Delivery planning framework ………………………………….…………………..

Appendix No. 8. Model information sheet of presentation of equipment …………………

Appendix No 9: Model list of personnel to be mobilized for ancillary services……………….

## Appendix No. 10: Technical proposal – Model tables………………………………………

## Appendix No. 10: Financial proposal – Model tables………………………………………

**APPENDIx nO. 1: DEclaration OF INTENTION TO BID**

## *To be attached to the appendix*

I, the undersigned,

Nationality:

Domicile:

Position:

By virtue of my capacity as Managing Director, after having taking cognisance of Tender File No. *[indicate the nature of the service].*

Hereby declare the intention to tender for this Call for Application File.

Done at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, name, and stamp of the bidder

**Appendix No. 2: Model of bid bond**

Financial body:

Bond reference: No.*……………..................................………..*

Addressed to *[indicate the Project Owner or Delegated Project Owner and his address]* Cameroon, hereinafter referred to as “the Project Owner”

Whereas the Service Provider ……………...................... , hereinafter referred to as “the bidder”, submitted his bid on ……………......................for……….. *[recall the subject of the service provision]*, hereinafter referred to as “the bid”, and to which it shall be attached a provisional bond equivalent to *[indicate the amount]* in CFA francs.

We…………....................…........................ ..… ……. . *[name and address of the financial body],* represented by……………...........................……….. *[names of signatories]*, hereinafter referred to as “the financial body”, declare to guarantee payment to the Project Owner *or* Delegated Project Ownerof the maximum sum of [*indicate the amount*] CFA Francs, that the financial body pledges to pay in full to the Project Owner or the Delegated Project Owner, binding himself, his successors and assignees.

The conditions of this commitment are as follows:

If the bidder withdraws his bid during the validity period specified for in the Call for Application;

or

If the bidder, having been notified of the award of the contract by the Project Owner or the Delegated Project Ownerduring the period of validity:

- fails to sign or refuses to sign the contract, even though required to do so;

- fails or refuses to provide the framework agreement final bond (final bond) for the contract, as provided therein.

We commit ourselves to pay to the Project Owner or the Delegated Project Owner an amount up to the maximum of the sum stipulated above, upon receipt of his first written request, without the Project Owner or the Delegated Project Owner being required to justify his request, given , however, that in his request the Project Owner or the Delegated Project Ownershall note that he is due the amount he is claiming because one or the other of the conditions above, or both, has/have been met, and that he shall specify which condition(s) took effect.

This bond shall come into force from the deadline set by the Project Owner *or* the Delegated Project Owner for bids submission. It shall remain valid till the thirtieth day inclusive following the deadline for bids validity. Any request from the Project Owner *or* the Delegated Project Ownerto cause it to take effect shall reach the bank by registered mail with acknowledgment of receipt before the end of this validity period.

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

*Signed and authenticated by the financial body*

*at……………..........................………..,on ……….....................………..*

*[signature of the financial body]*

**Appendix No. 3: Final bond model**

Financial body:

Bond reference: No. *……………..................................………..*

Addressed to *[indicate the Project Owner or the Delegated Project Owner and his address] Cameroon, hereinafter referred to as “the Project Owner“*

Whereas *…………….................................. .............................… ……. . [name and address of Supplier or service provider]*, hereinafter referred to as “the Supplier *or service provider*”, committed himself, in execution of the contract referred to as “the Contract “, to be executed *[indicate the nature of the services provision and ancillary services]*

Whereas it is stipulated in the contract that the Supplier shall entrust to the Project Owneror the Delegated Project Owner a final bond, of an amount equal to [*indicate the percentage included between 2 and 5 %*] of the amount of the tranche of the corresponding contract, as guarantee of execution of his obligations of good end in accordance with the terms of the contract,

Whereas we have agreed to give the Supplier this guarantee,

We,*……………............................................[name and address of the bank]*, represented by *……………......................................................................................................... [names of signatories]*, hereinafter referred to as “the financial body”, we commit ourselves to pay to the Project Owner or the Delegated Project Owner, within a maximum deadline of eight (8) weeks, upon simple written request of the latter declaring that the Supplier or service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to differ the payment nor raise any contests for whatever reason, any sum up to the sum of *……………........................................... [in figures and in words]* .

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

This final bond shall enter into force as soon as it is signed and upon notification of the contract. The bond shall be released within a deadline of (*indicate the deadline*) from the date of the provisional acceptance of the supplies.

Beyond the deadline referred to above, the bond shall be baseless and should be automatically returned to us without any form of procedure.

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

This final bond shall, for the purpose of its interpretation and execution be subject to Cameroon Law. Cameroon courts shall be the sole jurisdictions competent to rule on this commitment and its consequences.

*Signed and authenticated by the financial body*

*at……………..........................………..,on ………..........................………..*

*[signature of the Bank]*

**Appendix No.4: Start up advance bond model**

Financial body: …………...........................……………………

Bond reference: No. …………...........................……………………

Addressed to *[Indicate the Project Owner or the Delegated Project Owner]*

*[Address of the Project Owner or the Delegated Project Owner]*

Hereinafter referred to as “the Project Owner or the Delegated Project Owner”

We, the undersigned (financing body, address), hereby declare, to guarantee, on behalf of: *…………............................. [the contract holder]*, to the benefit of …………………...…………

Project Owner or the Delegated Project Owner *[Address of the Project Owner or the Delegated Project Owner] (“*the beneficiary”*)*

The payment without contest and upon receipt of the first written request by the beneficiary, declaring that ………….................…….. *[the holder]* did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract………….................…….. of …………..................................…….. relating to the supplies and ancillary services *[indicate the call for application subject and references and the lot, if possible]*, of the maximum total sum corresponding to the advance *[forty (40%)*] of the amount all taxes inclusive of Contract No.………….......................…….., payable upon notification of the corresponding Administrative Order, that is:…………......... CFA francs

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

It shall remain in force up to the reimbursement of the advance in accordance with the procedure set in the Special Administrative Clauses. However, the amount of the bond shall be reduced proportionally to the reimbursement of the advance and as it is reimbursed.

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

*Signed and authenticated by the financial body*

*at……………..........................……….., on……………..........................………..*

*[signature of the financial body]*

**Appendix No. 5: Model of performance bond in replacement of the retention bond**

Financial body: …………...........................……………………

Bond reference: No. …………...........................……………………

Addressed to *[Indicate the Project Owner or the Delegated Project Owner]*

*[Address of the Project Owner or the Delegated Project Owner]*

Hereinafter referred to as “the Project Owner or the Delegated Project Owner”

Whereas ………….................................................................name and *address of the supplier or service provider]*, hereinafter referred to as “the Supplier”, commits himself, in execution of the Framework Agreement, to deliver the supplies of [*indicate the subject of the services*].

Whereas it is stipulated in the Framework Agreement that the retention bond set at *[percentage below 10% to be specified]* of the minimum amount of the Framework Agreement all taxes inclusive may be replaced by a several guarantee,

Whereas we have agreed to provide the Supplier with this surety,

We, …........................... *address of the financial body]*, represented by …...........................*names of the signatories]*, and hereinafter referred to as “financial body”,

Hence, we hereby affirm that on behalf of the Supplier or Service Provider, we guarantee and are responsible to the Project Owner or the Delegated Project Owner for a maximum amount of …………....................... *[in figures and in words]*, corresponding to *[percentage below 10% to be specified]* of the Framework Agreement (10)

And we commit ourselves to pay the Project Owner or the Delegated Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the supplier did not fulfil his contractual obligations or is indebted to the Project Owner or the Delegated Project Owner within the contract amended if applicable by its amendments, without being able to differ the payment nor raise any contest for whatever reason, any sum (s) within the limits of the amount equal to *[percentage below 10% to be specified*] of the total amount of works featuring in the final detailed account), without the Project Owner or the Delegated Project Owner proves or gives the reasons nor the reason for his request of the amount of the sum indicated above.

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

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

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

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

*Signed and authenticated by the financial body at…………….,on …………………*

*[signature of the financial body*

*(10) Case where the bond is established once works start and covers the total guarantee, that is 10% of the Framework Agreement****.***

**Appendix No.6: Model of the manufacturer’s certificate**

*[The Bidder requests the Manufacturer to prepare this letter in compliance with the indications below. This letter shall be with the letter head of the Manufacturer and shall be signed by a person duly authorised to sign documents which commit the Manufacturer. The Bidder shall include this letter in his offer if required in the SRIT].*

Date *[insert the date (day, month, year) of submission of offer]* IT No. of : *[insert the references of the Invitation to Tender]* Variant No.: *[insert the identification number if this offer is proposed for a variant]*

At: *[insert the full name of the Project Owner or the Delegated Project Owner]*

I, the undersigned (name and full address of manufacturer) ………

Certify that the enterprise (name and full address) is authorised to sell our products (where applicable) has a license.

We confirm all our guarantees and we act as guarantors for the offered supplies.

*Signature*

*On \_\_\_\_\_\_\_\_\_\_\_\_\_*

**Appendix No. 7: DELIVERY PLANNING FRAMEWORK**

Note on the presentation of plannings

Quantities, daily outputs, duration of the services and any slowdowns or interruptions must be clearly shown on the planning.

The financial planning that follows from the services planning must indicate, month by month, the estimated amounts of the detailed accounts of services by item and cumulatively, taking into account the impact of the rainy seasons, for the basic solution and possibly the alternative solution.

*[Planning frameworks to be prepared and included in the Tender File by the Project Owner].*

**APPENDIX no.8: ModEl FORMS OF prEsentation OF THE EQUIPMENT**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No** | **Description and characteristics of the equipment** | **Age / Condition** | **Minimum number required** | **Owner/**  **Hiring** | **Year of obtention** | **Supporting document** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| … |  |  |  |  |  |  |
| N |  |  |  |  |  |  |

*[Insert in the table above: (i) the list of equipment and tools required for the exécution of the services (ii) the minimum number required for each type of equipment (iii) it may be envisaged the provision of this equipment by hiring, in this case present an equipment hiring commitment signed and legalised by the competent administrations.]*

Note: For each equipment, attach the certified copy of the invoice of car registration document, if applicable

**Appendix No.9: Model list of personnel to be mobilised for ancillary services**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Specialisation** | **Minimum Qualification** | **General experience**  **Number of years** | **Specific Experience**  **inTerms of similar projects executed**  **(number)** | **P position or**  **Function**  **Occupied for each**  **project** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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**Appendix No.10::**

**Technical proposal – Model tables**

SUMMARY:

10.A. Technical Proposal submission Letter …………………………………………………………………………………………114

10.B.Candidate's References ………………………………………………………………………………………………………….……115

10.C. Consultant's comments and suggestions on the Terms of Reference and on the data, services and Facilities to be provided by the Contracting Authority 117

10.D. Description of the methodology and work plan proposed for carrying out the assignment ……….…118

10.E Composition of the team and responsibilities of its members……….. ……………………………………………119

10.F. Model Curriculum Vitae (CV) of the proposed specialised staff………..... …………………………………………120

10.G. Specialised staff calendar ……………………………………………….. ……………………………………………………………….123

10.H. Schedule of activities (work programme)…………………………………………………………………………………... 124

**10.A. TECHNICAL PROPOSAL SUBMISSION LETTER**

[Place, date]

To: [Name and address of Project Owner

Dear Sir/Madam

We, the undersigned, [Position to be specified], have the honour, in accordance with your DC No...... of................on........, to submit to you herewith our technical proposal for the service subject of the said DC.

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

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

Yours sincerely.................

Signature of authorised representative:

Name and title of signatory:

Name of Candidate:

Address:

**10.B. CANDIDATE'S REFERENCES**

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

Using the form below, provide the information requested for each relevant assignment that your company/organisation has been contracted to carry out, either as the sole company or as one of the main partners in a business group**.**

|  |  |
| --- | --- |
| **Name of mission** | **Country:** |
| Location: | Specialised staff provided by your company/organisation (profiles): |
| Client's name: | Number of employees involved in the assignment: |
| Address : | Number of months of work;  Duration of the Mission : |
| Deadline : |
| Start date: Completion date :  (month/year) (month/year)  *(mois/année) (mois/année)* | Approximate value of services  (in CFA francs excluding taxes): |
| Name of any associated service providers/partners: | Number of months of specialist work provided by associated service providers:  : |
| Name and position of officials (Project Director/Coordinator, Team Leader) | |
| Description of the project: | |
| Description of services actually provided by your staff: | |

Name of applicant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provide supporting documents

**10. C CONSULTANT’S COMMENTS AND SUGGESTIONS 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.

**10.D DESCRIPTION OF THE PROPOSED METHODOLOGY AND WORK PLAN FOR THE ASSIGNMENT**

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 divided into three sections:

a) Technical design and methodology,

b) Work plan, and

c) Organisation and personnel

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

b) Work plan. In this section, you will propose the main activities involved in the assignment, their nature and duration, spreading out and interrelationships, milestones (including interim approvals from the contracting authority) and dates for the 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 make up the final product should be included in this chapter. The Personnel 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 give the list of the main fields represented, the name of the expert in charge and a list of proposed key and support staff.

**10.E COMPOSITION OF THE TEAM AND RESPONSIBILITIES OF ITS MEMBERS**

**1. Technical/management staff**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed function** | **Minimal qualification** | **Year of general experience** | **Year of specific experience in termes of similar project executed (number)** | **Posistion or function occupied for each project** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**2. Support staff (Head office and local**)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Specialisation** | **Minimal qualification** | **Year of general experience** | **Year of specific experience in termes of similar project executed (number)** | **Posistion or function occupied for each project** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**10.F MODEL CURRICULUM VITAE (CV) FOR SPECIALISED STAFF PROPOSED**

Position: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Candidate's name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of employee: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Occupation: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Diplomas: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date of birth: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Number of years employed by the Candidate:............................... Nationality: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Membership of professional associations/groups: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

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

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

Main qualifications:

[In about half a page, give an overview of the aspects of the employee's training and experience that are most relevant to his or her duties on the assignment.

to his/her duties in the context of the assignment. Indicate the level of responsibility he/she exercised during the previous assignments, specifying date and place].

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

**Training:**

[In about a quarter of a page, summarize the employee's university and other specialized studies, giving the names and addresses of the schools or universities attended, with dates of attendance, and the degrees obtained].

**Attachments:**

- Certified copy of the highest diploma and, if applicable, a certificate from the trade association

- Attestation of availability

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

**Work experience:**

[In approximately two pages, list the jobs held by the employee since leaving school in reverse chronological order, starting with his or her current position. For each, indicate the dates, name of employer, job title and place of work. For the last ten years, also specify the type of activity carried out and, if applicable, the names of clients likely to provide references].

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

**Computer skills:**

[Indicate knowledge level]

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

**Languages** : . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

**Attestation:**

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

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

[*Signature of employee and consultant's authorised representative*]

Day/month/year

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

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

**10.G SPECIALISED personnel CALENDAR**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | **Name** | **Reports to be supplied** | Personnel (in the form of bar charts)[[13]](#footnote-13)2 | | | | | | | | | | | | | | Total personnel/month | | | |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** | **Head office** | | **Field[[14]](#footnote-14)3** | **Total** |
| **Personnel** | | | | | | | | | | | | | | | | | | | | |
| 1 |  |  | [Head office] |  |  |  |  |  |  |  |  |  |  |  |  |  | |  |  |
|  | [Field] |  |  |  |  |  |  |  |  |  |  |  |  |  | |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  | |  |  |

Reports to be provided:

Duration of activities :

Signature : *(Authorised Representative)*

Name :\_\_\_\_

Position :

Address :

**10.H SCHEDULE OF ACTIVITIES (WORK PROGRAMME)**

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

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

**B. Completion and submission of reports**

|  |  |
| --- | --- |
| Reports | Date |
| 1. Initial report |  |
| 2. Progress reports  a. First progress report b. Second Progress Report |  |
| 3. Draft Final Report |  |
| 4. Final report |  |

**Appendix No.11::**

**Financial proposal -Standard tables**

**SUMMARY OF STANDARD TABLES**

11. A. Letter of submission of the financial proposal for lump sum payment contracts …………………………………

11 B. Summary of costs…………………………………………………………………………………………………………………………………..

11. C. Breakdown of costs by activity……………………………………………………………………………………………………………..

11. D. Unit cost of key personnel……………………………………………………………...........................................................

11. E. Unit cost of operational staff…………………………………………………………………………………………………………………

11. F. Breakdown of remuneration by activity…………………………………………………………………………………………………….

11 G. Repayable expenses by activity……………………………………………………………………………………………………………….

11. H. Miscellaneous expenses for unit price payment contracts ………………………………………………………………………

11. I. Unit price schedule framework …………………………………………………………………………………………………………………..

11. J. Cost estimate schedule ………………………………………………………………………………………………………………………

11. K. Unit price subdetail framework…………………………………………………………………………………………………………………

**11.A BIDDING Model**

I, the undersigned ....................................................................................... [give name and capacity of signatory] representing the company, firm or grouping (8).............................................. whose registered office is at......................................... and which is entered in the................................................... trade register under number..........................................................

Having taken note of all the documents contained in or referred to in the Consultation File, including the addenda,N°.......................................................................................... [recall the subject of the call for applications].

- I hereby submit and undertake to deliver the supplies or to execute the services in accordance with the Consultation Documents, in return for the prices that I have established myself on the basis of the price and quantity schedules, which prices show the amount of the tender for lot No. .......................... at ......................................... [in figures and in words] CFA francs excluding VAT, and at .......................... CFA francs including all taxes. [in figures and in words]

- Undertakes to deliver the supplies or execute the services within ........................... months

- I also undertake to maintain my offer within ...................... days [indicate the period of validity, in principle 90 days] from the deadline for submission of offers.

- Fully endorses the Integrity Charter and the Environmental and Social Commitment Statement attached to this CD.

The discounts offered and the terms and conditions for applying them are as follows: ...................................................

The project owner or the delegated project owner will discharge the sums owed by it under this contract by crediting the account no. ................................. opened in the name of .................................................... with the bank .................................................... .............................................................. branch

Before the contract is signed, this quotation, accepted by you, shall constitute a binding agreement between us.

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

Signature of

In the capacity of..................................................... duly authorized to sign tenders for and on behalf of(9) .......................................

(8) Delete as appropriate

(9) Attach the letter of credentials

**11.B. Summary of costs**

|  |  |  |
| --- | --- | --- |
| Costs | Currency (ies)*7)* | Amount (s) |
| Sub-total  Taxes, dues, levies and other fiscal charges  Total amount of the Financial Proposal |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_ |

**11.C. BREAKDOWN OF COSTS PER ACTIVITY**

|  |  |  |
| --- | --- | --- |
| Activity No:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Activity No:  \_\_\_\_\_\_\_\_\_\_\_\_\_ | Description:  \_\_\_\_\_\_\_\_\_\_ |
| Price components  Remuneration  Repayable expenses  Miscellaneous expenses  Subtotal | Currency(ies) | Amount(s)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**11.D. UNIT COSTS OF KEY PERSONNEL**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Full Name** | **Qualification/**  **function** | **Cost per**  **hour** | **Cost per**  **day** | **Cost per**  **month** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**117. E. OPERATING STAFF UNIT COSTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Full Name** | **Qualification/**  ***function*** | **Cost per**  **hour** | **Cost per**  **day** | **Cost per**  **month** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**11.F. BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No.: Name:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Position** | **Contribution** | **Exchange rate**  **remuneration** | **Amount** |
| Permanent staff  Local staff  External consultants  Grand total |  |  |  |  |

**11.G REPAYABLE EXPENSES PER ACTIVITY**

**Activity** No.: Name:

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

**11.H. Miscellaneous expenses**

Activity No: Name :

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

**11.I. SERVICES UNIT PRICE SCHEDULE FRAMEWORK**

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

**11.J COST ESTIMATE SCHEDULE**

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

**11. K. Unit price subdetail framework**

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

1. A sub-detail presents all the stages involved in the establishment of a sales price. Thus, it is an important element for the appraisal of the quality of the price proposed by a bidder.

It is not necessary to impose a model of presentation on all bidders, given the great diversity of software for the determination of sub-details of prices. In any case, they must include the following elements:

a. Detail of the sales coefficient according to the model presented after this note;

b. Non-flexible cost price of the materials provided for the service;

c. Non-flexible cost price of the supplies necessary for the service;

d. Cost of local and foreign human resource;

e. For each price on the schedule of prices, a form resulting from points 1, 2, 3 and 4 above indicating the outputs leading to the unit prices;

f. The precise sub-detail of lump sums for the installation of the site, maintenance of premises, supply of means put at the disposal, where applicable, etc.;

g. The precise sub-detail of lump sums for the construction, maintenance of premises and the provision of means put at the disposal of the Administration;

h. The sub-detail of dues and taxes.

2. Presentation framework of the sales coefficient, also called the coefficient of overheads.

A. Service overheads

- ..... ………..

- ... .. ………..

- ... \_\_\_\_\_\_\_\_\_

Total C1

B. Head Office overheads

-Head office charges …..

-Financial charges ….. …..

-Contingencies and profits

Total C2

Sales coefficient K = 100/ (100-C) with C=C1+C2

3 The Project Owner or Delegated Project Owner may propose a unit price subdetail framework including the elements mentioned in point 1 above.

**DOCUMENT No.10**

**INTEGRITY CHARTER**

**Note relating to the integrity charter**

The bidder shall complete and present in his offer, the integrity charter at the intention of the Project Owner and signed by the official (s) authorised to commit him. In the event of grouping, all members should subscribe the charter.

**INTEGRITY CHARTER**

**TITLE OF CALL FOR APPLICATIONS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**THE “BIDDER”**

**TO**

**THE “PROJECT OWNER”**

1. We acknowledge and testify that we are not, and that none of the members of our group and our subcontractors are, in any of the following cases:

1.1) in a state of or have been the subject of bankruptcy, winding up, judicial proceedings, cessation of activity or in any similar situation resulting from a procedure of the same nature;

1.2) appear on the lists of financial sanctions adopted by the United Nations or any other Technical and Financial partner, within the freamowork of the award or execution of a contract;

1.3) having provided false information or false documents required within the framework of this consultation.

2. We certify that we are not, and that none of the members of our group and our subcontractors are, in one of the following conflicts of interest situations:

2.1) shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting conflict has been brought to the attention of the Authority in charge of Public Contracts and resolved to his satisfaction;

2.2) have business or family relations with a member of the Project owner’s services involved in the award process or control of the resulting contract, unless the resulting conflict has been brought to the attention of the Authority in charge of Public Contracts and resolved to his satisfaction;

2.3) control or be controlled by another bidder, be placed under the control of the same company as another bidder, receive from another bidder or award to another bidder directly or indirectly, have the same legal representative as another bidder, directly or indirectly maintain contacts with another bidder allowing us to have and provide access to the information contained in our respective offers, to influence them, or to influence the decisions of the Project Owner;

2.4) be engaged for a consulting mission which, by its nature, may prove incompatible with our obligations vis-à-vis the Project Owner;

2 .5) in the case of a procedure dealing with the award of a works or supplies contract:

i) have prepared ourselves or have been associated with a consultant who has prepared specifications, plans, calculations and other documents used as part of the competitive process in question;

ii) be ourselves or one of the firms with which we are affiliated, recruited, or about to be recruited, by the Project Owner to carry out the supervision or control of the work within the framework of the Contract.

3. If we are a public establishment or a public company, we testify that we enjoy legal status and financial autonomy and that we are managed according to the rules of Public or private accounting respectively, that we are under the supervisory authority of the Project Owner or Delegated Project Owner concerned, except express authorization by the Authority in charge of Public Contracts.

4. We pledge to communicate without delay to the Project Owner, who will inform the Authority in charge of Public Contracts, of any change in the situation with regard to points 1 to 3 above.

5. Within the framework of the award and execution: of the framework agreement:

5.1) We have not committed and we will not commit unfair manoeuvres (actions or omissions) intended to deliberately deceive others, to intentionally conceal information from them, to surprise or vitiate their consent or to cause them to circumvent legal or regulatory obligations and/or violate its internal rules in order to obtain an illegitimate benefit.

5.2) We have not committed and we will not commit unfair manoeuvres (actions or omissions) contrary to our legal or regulatory obligations and/or violate its internal rules in order to obtain an illegitimate benefit.

5.3) We have not promised, offered or granted and we will not promise, offer or grant directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial mandate within the State, whether he has been appointed or elected, on a permanent basis or not, whether he is paid or not and whatever his hierarchical level, (ii) any other person who exercises a public function, including for a public body or a public enterprise, or who provides a public service, or (iii) any other person defined as a public employee in the State, an undue advantage of any kind, for himself or for another person or entity, in order for him to accomplish or refrain from performing any act in the discharge of his official duties.

5.4) We have not promised, offered or granted and will not directly or indirectly promise, offer or grant to any person who manages or works for a private sector entity, in any capacity, any undue advantage of any kind, for itself or for another person or entity, so that it performs or refrains from performing an act in violation of its legal contractual or professional obligations.

5.5) We have not promised, offered or granted, and we shall not promise to the Project Owner, his collabotators, the Chairpersons and to members of Tenders Boards, and evaluation sub-committees, any inndue advantage of any nature, likely to influence the award process of the contract.

5.6) We have not promised, offered or granted, and we shall not promise to the Project Owner and his collaborators, to the actors in charge of controlling and executing the contract that shall result from the consultation, an undue advantage of any nature, likely to influence their objectivity.

5.7 We abstain and promise to abstain from any action or collusive and anti-competitive practice whose purpose or effect is to prevent, restrict or distort competition, in particular by trying to artificially keep bid prices at a level not commensurate with those that would result from competition or limit access to the Contract or the free exercise of competition by other enterprises.

6. We, the members of our group and our subcontractors authorize the Project Owner, the Tenders Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification by the ARMP or by any other State regulatory body.

7 If we, any of the members of our group or any of our subcontractors fail to comply with the rules governing this charter, we acknowledge that we may be liable to the penalties provided for by the laws and regulations in force.

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**

Duly authorised to sign the offer for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Dated:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DOCUMENT NO.11:**

**COMMITMENT STATEMENT TO COMPLY WITH ENVIRONMENTAL AND SOCIAL CLAUSES**

**Note relating to the commitment statement to comply with environmental and social clauses**

The bidder shall complete and present in his offer, the social and environmental commitment declaration addressed to the Project Owner and signed by the official (s) authorised to commit him. In the event of grouping, all members should subscribe the statement.

**TITLE OF THE CALL FOR APPLICATIONS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THE “BIDDER”**

**TO**

**THE “PROJECT OWNER”**

As part of the award and execution of the framework agreement:

1) We undertake to respect and to ensure that the members of our consortium and all our subcontractors respect the social standards applicable in Cameroon including the international conventions ratified in particular, (i) the respect of the minimum salary provided for by the Labour Code and the various collective conventions(ii) the prohibition to employ children of less than 14 years old(iii) the respect of the nature of works prohibited to women and pregnant women respectively(iv) the compulsory weekly rest(v)right to enjoy leave (vi) the respect of conditions when working in the night (vii) the respect of hygiene and safety conditions at work place (viii) the obligatory wearing of individual protective equipment.

2) In addition, we also commit ourselves to implement environmental and social risk mitigation measures, in the environmental and social impact notice provided, where applicable, by the Project Owner. In any case, we undertake to respect and to ensure that the members of our consortium and all our subcontractors respect as far as possible, the directives recommending the use of machines with low impact on the environment.

3) We, the members of our group and our subcontractors authorise the Project Owner to examine the documents and accounting records relating to the award and execution of the Contract and to submit them for verification by the ARMP or by any other State regulatory body.

4) If we, any of the members of our group or any of our subcontractors fail to comply with the rules governing this charter, we acknowledge that we may be subject to the penalties provided for by the laws and regulations in force.

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:**

Duly authorised to sign the offer for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Document No.12:

Visa of maturity or Proofs of preliminary studies

**Note relating to the preliminary studies**

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner shall, prior to launching the procedure to award contracts or refer to the Tenders Board, ensure that draft call for application files are prepared based on preliminary studies.

These studies shall be required during the examination of call for applications files by Tenders Boards.

The Project Owner or the Delegated Project Owner is bound to fill the questionnaire in annex 1 accompanied by the supporting documents of the said studies.

**CERTIFIED COPY OF THE VISA OF MATURITY**

**Maturity approval or Justification of preliminary studies**

1. Attach the preliminary study or maturity visa:

2. Indicate:

2.1. The date;

2.2. The name of the public or private project manager who carried it out;

2.3. The references of the contract, if it was carried out by a private supervision;

2.4. Description of the studies (for smaller projects, an introductory statement may be

presented in the form of preliminary studies on condition of revealing the

determination of costs and technical specifications).

***N.B****: 1/ For smaller services, the Project Owner or Delegated Project Owner may furnish a justification of calculation of quantities of the tender file.*

*2/* If the quantities are not compatible with the amount available, the Tenders Board must request that the preliminary study be updated before the consultation is launched.

The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies carried out

**Document No.13:**

**List of banking establishments and insurance institutions authorised to issue bonds for public contracts**

**I- BANKS**

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque 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 for Africa.
14. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), P.O. Box 12962 Yaoundé ;
15. Bank Of Africa Cameroun (BOA Cameroun), P.O. Box 4593 Douala
16. BANGE BANK CAMEROUN (BANGE CMR);
17. Credit Communautaire d’Afrique – Bank (CCA – Bank), P.O. Box :30 388, Yaoundé;
18. La regionale Bank, P.O. Box : 30 145 Yaoundé, Tél : (+237) 222 22 02 39

**II- Insurance companies**

1. Chanas assurances;
2. Activa Assurances
3. Atlantique Assurances S.A., P.O.Box. 2933 Douala;
4. Zenith Insurance S.A.;
5. Pro-Assur S.A;
6. Area Assurances S.A, P.O. Box 1531 Douala ;
7. Beneficial General Insurance S.A., P.O.Box 2328 Douala;
8. CPA S.A., B. P.O.Box. 54 Douala;
9. NSIA Assurances S.A., P.O.Box. 2759 Douala ;
10. SAAR S.A., .P. O.Box1011 Douala ;
11. Saham Assurances S.A., .P.O.Box 11315 Douala

**NB**: As this list is subject to change, the Project Owner or Delegated Project Owner shall ensure when drawing up the Tender File 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 an online tender, the service provider must follow the four steps below:

Step 1: Registration of the enterprise 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 completed application form generated by the system;
* Have the application form signed by the Head of Structure and stamped with the company stamp;
* Submit the duly completed and formalised form to MINMAP together with the following documents:
  1. Photocopy of an Attestation of Non-Bankruptcy (less than 3 months old);
  2. Photocopy of the Trade Register;
  3. Photocopy of the Bank Domiciliation;
  4. Photocopy of the Certificate of Tax Compliance (less than 3 months old).

Step 2: Acquiring the Electronic Certificate

* Collect the Certificate Application form available from 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 Cameroun under number 10002 00031 12493593150 94;
  2. A Photocopy of the certificate applicant’s identity card.
* Register with the MINMAP operator and obtain the certificate application receipt;
* Connect to the address <http://www.camgovca.cm/fr/operations-certicats.html> and download the Electronic Certificate onto a removable medium (blank) using the information (reference number and authorisation code) contained in the receipt.

(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 enterprise using the trade register, then add the certificate after filling in the form carefully.

**Technical assistance**

For technical assistance, in the event of a problem 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. *The purpose of these criteria is to appraise how the administrative documents, the technical bid as well as the financial proposal comply with the conditions set in the Applications File for the award of the contract.* [↑](#footnote-ref-1)
2. *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*  [↑](#footnote-ref-2)
3. 3 If applicable [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)
7. [↑](#footnote-ref-7)
8. *[Insert the reference of the article]* [↑](#footnote-ref-8)
9. *[Insert the identification of the service description]* [↑](#footnote-ref-9)
10. *[Insert unit of measure of billing the ancillary service]* [↑](#footnote-ref-10)
11. *Insert unit price for ancillary service following the retained incoterm]* [↑](#footnote-ref-11)
12. Only complete, eligible and substantially compliant offers (colunn 4) shall be classified here. The « corrected lowest price of the offer » shall come at the first position, the second lowest the second position etc, [↑](#footnote-ref-12)
13. 2 Months are counted from the start of the assignment. For each agent indicate separately posting at headquarters or in the field.

    3 Field work means work carried out away from the consultant's headoffice. . [↑](#footnote-ref-13)
14. [↑](#footnote-ref-14)