REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

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

*[Insert name]*

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

|  |
| --- |
| *[Open or Restricted] [National or International]* **Tender File**No*… /*  */****PO or DPO/*** *(*Type of TendersBoard (ITB or RTB or DTB or STB)  [Financial year] **of** [*Signing date of the tender notice*]  **For** *[Subject of the Invitation to tender]* |

**FINANCING: ………………………**

**BUDGET HEAD: ………………………**

**FINANCIAL YEAR (s)…….**

**MODEL TENDER FILE**

**FOR THE AWARD OF WORKS CONTRACTS**

**Month** *and* **year**

**Table OF ACRONYMS**

ARMP: Public Contracts Regulatory Agency

BPU: Unit Price Schedule

DQE: Detailed Estimates and Quantities

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

PrEface

*This model tender file has been prepared 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 works contracts through invitation to tender.*

It includes:

|  |
| --- |
| *Document No.0 Letter of invitation to tender (where applicable)* |
| *Document No.1 Tender Notice (AAO)* |
| *Document No.2 General Regulations Governing Invitations to Tender (RGAO)* |
| *Document No.3 Special Regulations Governing Invitations to Tender (RPAO)* |
| *Document No.4 Special Administrative Clauses (SAC)* |
| *Document No.5 Special Technical Clauses (STC)* |
| *Document No.6 Unit Price Schedule framework* |
| *Document No.7 Detailed Quantity and Estimate Framework* |
| *Document No.8 Framework of Sub-Details of Prices* |
| *Document No.9 Contract Model* |
| *Document No.10 Model of Forms to be Used by Bidders* |

*Appendix No. 1: Model of Declaration of Intention to Tender*

*Appendix No.2: Model of Bidding Letter;*

*Appendix No.3: Model of Bid Bond;*

*Appendix No.4: Model of Final bond;*

*Appendix No.5: Model of Start-off Advance bond;*

*Appendix No.6: Model of Performance Bond (Retention Bond);*

*Appendix No. 7: Model of Technical Proposal Bidding Letter*

*Appendix No. 8: Model of planning framework*

*Appendix No.9: Model of List of staff to be mobilised*

*Appendix No.10: Model of Form of Services that may be Sub-contracted;*

*Appendix No.11: Model of CV of Staff to be mobilised*

*Document No.11 Integrity Charter Form*

*Document No.12 Model form of Declaration commitment to Comply with Social and Environmental Clauses*

*Document No.13 Visa of Maturity or any Proof of Preliminary Studies*

*Document No.14 List of banking Institutions and financial Bodies Authorised to Issue Bonds for*

*Public Contracts.*

*Document No. 15. Online Bidding Procedure*

***[N.B****: This facilitation document, prepared by ARMP and put into force by the Authority in charge of Public Contracts Authority, shall be considered as an outline aimed at helping the Project Owners and Delegated Project Owners to prepare their Tender Files.*

*For the proper use of this document, it is imperative to refer to information notes, footnotes and examples contained therein. It is available at the Head Office and Regional Centres of the Public Contracts Regulatory Agency (ARMP) and the soft version on (*[***http://www.publiccontracts.cm***](http://www.publiccontracts.cm) *and* [*www.armp.cm*](http://www.armp.cm)*) platforms.*

*After insertion of specific details in the indicated places and suppression of non-appropriate alternative provisions, the document can be used once the Project Owner or the Delegated Project Owner is sure there is no contradiction nor conflict between the clauses.*

*The following general instructions must be respected by users of this document:*

***a.*** *Special information such as the name of the Project Owner or the Delegated Project Owners and the address for the withdrawal of the Tender File (TF) must feature in the Tender Notice and in the Special Regulations Governing Invitations to Tender. The fina**l document must not include blanks and alternative provisions;*

***b.*** *Footnotes or those in italics in the tender notice, the Special Regulations (RPAO), the Special Administrative Conditions (SAC), the schedule of prices and quantities are instructions or guidelines which the Project Owner or the Delegated Project Owner must follow. The final document must not contain any footnote;*

***c.*** *Forms included in document No. 10 must be filled by the bidder and footnotes which appear there are to be preserved because they contain instructions for the bidder;*

***d.*** *Qualification criteria of candidates and evaluation criteria of bids as well as the various methods of evaluation featuring in the General Regulations must be the subject of profound examination to retain in the SRIT only those applicable to the consultation under consideration;*

**e.** *It is worth recalling that Tender Files for some specific works take precedence over this document if they are prepared and enforced in accordance with the regulations in force.*

TABLE OF CONTENTS

Document No. 0. Letter of Invitation to Tender (where applicable) ………..…...............…...….....……………… 6

Document No. 1. Tender Notice (AAO) …………………..…………………………………...……..……….………10

Document No. 2. General Regulations Governing the Invitation to Tender (RGAO) .…………………............. 28

Document No. 3. Special Regulations Governing the Invitation to Tender (RPAO) ..………...………...…....… 58

Document No. 4. The Special Administrative Clauses (SAC) …………………….…………....…………………. 79

Document No.5. Special Technical Clauses (STC) …………………………….………………………………… 112

Document No. 6. Unit Price Schedule …………………………………………………...……………………….… 116

Document No. 7. Detailed Quantity and Cost Estimate Schedule …………………...………..……..………… 122

Document No. 8. Schedule of Sub-Detail of Prices …………………………………………...………..…….……126

Document No. 9. Contract Model ……………………...………………………...…………..……………..………. 129

Document No. 10: Model of Forms to be Used by Bidders ………………...…………………………..….…….. 135

Document No. 11. Integrity Charter ……………………………………………………...…………………………. 160

Document No. 12. Commitment Statement to Comply with Social and Environmental Clauses …................ 165

Document No. 13. Visa of Maturity or Proof of Preliminary Studies ...................................................................… 170

Document No. 14. List of Institutions Authorised by the Minister in Charge of Finance to Issue Bonds for

Public Contracts………………………………………...…………………………..……….………171

Document No. 15. Online Bidding Procedure ………….……………………..……………………………..……. 173



document no.O:

Letter of invitation to tender

*(where applicable)*

**Note on pre-qualification of candidates**

A pre-qualification procedure may be carried out for major or complex works or equipment, with a view to launching a restricted invitation to tender.

In this case, the Project Owner or Delegated Project Owner is bound to call for an expression of interest in compliance with the model prepared by ARMP and put into force by the Authority in charge of Public Contracts, in order to prequalify candidates who should bid for the invitation to tender concerned.

The pre-qualification carried out by the Project Owner or the Delegated Project Owner results in a shortlist that is used as the basis for launching the consultation.

At the same time with the publication of this list, letters of invitation to tender are addressed to the retained candidates and the final version of the tender file, hard and soft copies, made available to them.

**Letter of Invitation to Tender[[1]](#footnote-1)**

*[Valid for restricted invitations to tender]*

**Date:**

**To**: *[Name and address of the pre-qualified candidate]*

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

**Sir/Madam**,

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

**2.** You can bid for *[*one, several or all of the lots*][[2]](#footnote-2)* for which you have been pre-qualified.

**3.** A complete set of the Tender File may be consulted free of charge at the offices of the Project Owner or the Delegated Project Owner, and where applicable **at** **[give exact address and location] and/or download free of charge from the COLEPS platform available at the following addresses:** [**http://www.marchespublics.cm**](http://www.marchespublics.cm) **and** [**http://www.publiccontracts.cm**](http://www.publiccontracts.cm) and from the ARMP website (<http://www.armp.cm>), *or any other electronic means determined by the Project Owner [to be specified]*.

**4**. **Submission using the hard copy or by electronic means is subject to the payment of** a non-refundable amount of [***insert amount in CFA***] (3) to the following service[indicate the service concerned, its location and full address].

**5.** All tenders must include a bid bond of *[amount in CFA francs4 [[3]](#footnote-3)]* and must be submitted to [indicate the exact address and location] not later than *[time]* on *[date] in hard copy version and, where applicable, in soft copy via the COLEPS platform or any other official electronic means of communication chosen by the Project Owner [to be specified]*.

**6.** The bids shall be opened in the presence of the bidders who wish to attend the bid opening or the representatives5.

**7.** This letter of invitation is addressed to the candidates on the shortlist below:

|  |  |  |
| --- | --- | --- |
| **No.** | **Names of pre-qualified enterprises (or group of enterprises)** | **Addresses** |
| 1. |  |  |
| n. |  |  |

**8.** Candidates on the restricted list [may or may not][[4]](#footnote-4)6 associate themselves into a group.

**9.** Please acknowledge receipt of this letter to the following address [***to be specified***] and within a maximum of \_\_\_\_\_\_\_\_\_\_\_\_ days from the date of receipt of this letter of invitation to tender that you have received and whether or not you intend to tender.

Yours Sincerely,

*[Place and date of signature]*

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

***Copies***

* **MINMAP**
* **ARMP (for publication and archiving)**
* **Project Owner or Delegated Project Owner concerned, as appropriate**
* **Chairperson of TB concerned**
* **Chairperson CCCB, if applicable**
* **Posting / File**

**DOCUMENT No. 1**

**TENDER NOTICE (AAO)**

**Note on the tender notice**

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

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

*.*

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

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

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

***TENDER NOTICE***

*[Open or Restricted] [National or International]* ***Invitation to tender******No****…..../[Type: ONIT, OIIT, RNIT, RIIT]*

*[The Project Owner or Delegated Project Owner]**[****Type of Board: ITB or RTB or DTB or STB****]**[Financial Year]* ***of*** *[Date of signature of the Tender Notice]* ***for*** *[Subject of the Invitation to tender]*

1. ***Subject of the invitation to tender***

*Within the framework of [context to be specified] the Project Owner or Delegated Project Owner hereby launches an invitation to tender [type of invitation to tender] for [subject of the invitation to tender].*

*[Specify in case of restricted invitation to tender that: “This invitation to tender is launched following the call for expression of interest No….......…. of….......…. published on….......…........... in…..........................….]*

1. ***Nature of works***

*Works comprise especially: (brief description of the* ***works to be executed).***

1. ***Tranches/Allotment***

*The works are subdivided into tranches and /or lots defined here below: (to be specified)*

*Lot No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: Subject\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. ***Estimated cost***

*The estimated cost of the operation following preliminary studies is……………… [in case of tranches and/or allotment, indicate this estimated cost for each of the tranches and for each lot].*

1. ***Estimated execution deadline***

*The maximum time frame provided for by the Project Owner or Delegated Project Owner for the execution of works subject of this invitation to tender is [Specify the estimated time frame and the number of tranches per lot if applicable] calendar months. This time frame shall run from the date of notification of the administrative order to commence the services.*

1. ***Participation and origin***

*Participation in this invitation to tender is open to [specify if applicable, the quality of service providers concerned if applicable] or is restricted [specify the list of candidates prequalified or enterprises selected within the framework of a categorisation].*

1. ***Funding***

*The works under this invitation to tender shall be financed by [Source of funding] of …………………….financial year (s), budget head No.……………..*

1. ***Bidding method***

*The submission method selected for this consultation is [Indicate one of the three methods of submission below: online, offline, online or offline].*

*However, when both options are open, a bidder cannot use both online and offline methods.*

1. ***Bid bond***

*Each bidder must include in his administrative documents, a hand-endorsed bid bond, issued by a financial body or institution approved by the Minister in charge of finance to issue bonds for public contracts and whose list appears in document 14 of the Tender File (TF), of an amount of [specify the all-in amount in CFA francs for each lot, if applicable. It is not more than 2 % of the estimated cost of the contract all taxes inclusive (ATI), in accordance with the Order in force] and valid up to thirty (30) days beyond the initial date limit of the validity of bids. ’The absence of the bid bond issued by a first-rate bank or financial body of first category authorised by the Minister in charge of Finance to issue bonds for public contracts shall cause the immediate rejection of the offer. A bid bond submitted but that does not have any relation with the consultation concerned shall be considered as absent. The bid bond presented by a tenderer at the bid opening session shall not be accepted.*

1. ***Consultation of Tender File***

*The hard copy of the file may be consulted free of charge during working hours in the services of the PO/DPO at [place of consultation of tender file (SIGAMP service), door number, P.O. Box, telephone, fax, e-mail)] as soon as this notice is published.*

*It may equally be consulted* ***online on the COLEPS platform at the following addresses:*** [*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 communication means indicated by the Project Owner (to be specified).*

***11. Acquisition of Tender File***

*The hard copy version of the file may be obtained from [(place of withdrawal of the TF (service, door number, P.O. Box, telephone, fax, e-mail)] as soon as this notice is published against payment of a non-refundable sum of …….............................….. CFA Francs [In figures and words in accordance with the regulations in force], payable at [Place of payment of the TF purchase fees: (the Public Treasury for Public Administrations and in the CAS- ARMP Special Account for other Project Owners, unless expressly exempted].*

*It is equally possible to obtain the electronic version of the Tender File by downloading it free of charge through the addresses indicated above. However, online submission is subject to the payment of Tender File purchase fees*

***12.******Submission of bids***

*- For submission offline, the offer in seven (7) copies including the original and six (6) copies marked as such, should reach [place of registration of bids] no later than [deadline for receipt of bids] at [time limit] and should carry the indication:*

*[Open or Restricted] [National or International] Invitation to tender No…..../[Type: ONIT, OIIT, RNIT, RIIT]*

*[Contracting Authority]/The Project Owner/TB/[Financial Year]*

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

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

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

* *For submission online, the bid must be submitted by the bidder on the COLEPS platform or any other official electronic means of communication to be specified by the Project Owner latest on [deadline for receipt of bids] at [time limit]. A back-up copy of the tender recorded on a USB key or CD/DVD must be sent in a sealed envelope with the clear and legible indication “back-up copy”, in addition to the above mentioned indication, within the deadline set.*

*File size and format*

*For online submission, the maximum sizes of the documents that will transit on the platform and constitute the tenderer’s offer are the following:*

* *5 MB for the Administrative file;*
* *15 MB for the Technical Offer;*
* *5 MB for the Financial Offer.*

*The following formats are accepted:*

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

*The applicant shall make sure that he uses compressing software to possibly reduce the size of the files to be transmitted.*

***13. Admissibility of bids***

*The administrative documents, the technical offer and the financial offer must be placed in separate envelopes and submitted in a sealed envelope.*

*The Project Owner shall not accept:*

* *Bids bearing information on the identity of the tenderers;*
* *Bids submitted after the closing date and time for submission of bids;*
* *Bids non-compliant with the bidding method;*
* *Envelopes without indication on the identity of the Invitation to Tender;*
* *Failure to comply with the number of copies specified in the RPAO or offer in copies only;*

***Any incomplete offer in accordance with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a financial body or institution approved by the Minister in charge of Finance to issue bonds for public contracts or the failure to comply with the model documents of the Tender File shall lead automatically to the rejection of the bid without any other procedure.***  *A bid bond submitted but not relating to the consultation concerned shall be considered as absent. A bid bond presented by a bidder during the bid opening session shall not be accepted.*

***14. Opening of bids***

*The bids shall be opened in single phase and shall take place on\_\_\_\_\_\_\_\_\_\_(to be specified) at \_\_\_\_\_\_\_\_\_\_(time to be specified) by the Project Owner or Delegated Project Owner Tenders Board in the…………….hall(to be specified)………….located at…………………..(to be specified)*

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

***Under pain of being rejected, the required administrative documents must be submitted in originals or true copies certified by the issuing service or the relevant administrative authority, in accordance with the provisions of the Special Regulations Governing the Invitation to Tender****.* ***They shall be no later than 3 (three) months old from the original deadline for the submission of tenders or must have been issued after the date of signature of the Tender Notice.***

*In case of absence or non-conformity of a document in the administrative file during the opening of bids, after a 48(forty-eight) hours deadline granted by the Board, the file shall be rejected.*

*[The opening of bids must take place no later than one hour after the deadline for receipt of tenders fixed in the Tender File].*

***15. Evaluation criteria***

*[Evaluation criteria are of two types: the eliminatory criteria and essential criteria8[[5]](#footnote-5). No criterion can be eliminatory and essential at the same time.*

*[The aim of these criteria is to identify and reject incomplete offers and substantially not compliant with the conditions laid down in the Tender File, especially with regard to the admissibility of administrative documents, the compliance of the technical offer with the Tender File technical specifications and with the qualification of tenderers].*

***15.1 Eliminatory criteria***

*[The eliminatory criteria set the minimum conditions to be fulfilled in order to be admitted to evaluation following the essential criteria. They should not be the subject of notation. The failure to comply with these criteria shall lead to the rejection of the bidder’s offer].*

*The eliminatory criteria include:*

* *Absence of bid bond at the opening of bids;*
* *Failure to submit, beyond the 48(forty-eight) hours deadline after the opening of bids, a document of the administrative file deemed non-compliant or absent (except the bid bond);*
* *False declarations, fraudulent schemes or forged documents;*
* *Failure to comply with X essential criteria (X referring to the qualification threshold of technical bids)*
* *Absence of the sworn statement for not having abandoned contracts during the last three years;*
* *Failure to comply with bids file format;*
* *Absence of a quantified unit price in the financial offer;*
* *Absence of prospectus accompanied by manufacture’s technical sheet produced (where applicable)*
* *Absence of approval or authorisation of manufacturer, if applicable;*
* *Absence of own or hired minimum equipment (to be specified by the Project Owner);*
* *Absence of grading(categorisation) certificate if applicable;*
* *Absence of an element in the financial offer (submission, BPU, DQE);*
* *Absence of integrity charter dated and signed;*
* *Absence of the dated and signed commitment statement to comply with environmental and social clauses.*

***NB:*** *Depending on the specificity of the service, other relevant criteria may be added when drafting the Tender File*

***15.2 Essential criteria***

*[Essential criteria are the fundamental or key ones that will help to measure the financial and the technical capacity of candidates to execute the services subject of the invitation to tender. They should be determined depending on the nature and the content of the services to be executed.*

*It is necessary to clearly specify the modalities for validating a criterion from the number of sub-criteria to be respected]*

*The essential criteria for the qualification of bidders shall focus especially on:*

* *Presentation of bid;*
* *Bidder’s references;*
* *After-sales service(availability of spare parts, repair workshop, technical personnel) if applicable;*
* *Financial capacity; (Access to a line of credit or other financial resources, turnover, certificate of financial solvency);*
* *Personnel qualification and experience;*
* *Logistics means,*
* *Methodology.*

*NB: [Indicate the main qualification criteria which show that the bidder has the required technical capacities and resources to successfully execute the contract. These criteria will be detailed in Article 6.1 of the RPAO]*

*[The scoring system of bids by giving points (marks) shall be prohibited to give way to the binary mode (Yes or No)]*

***16. Award of contract***

*The Project Owner or the Delegated Project Owner shall award the contract to the bidder whose bid meets the required technical and financial qualification criteria and whose offer was evaluated as the lowest by including as the case may be, the rebates proposed*

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

***17. Maximum number of lots:***

*A candidate may tender for one or several lots, but cannot be awarded more than \_\_\_\_\_\_\_\_\_\_\_\_\_ lots.*

*[In the event a bidder is the lowest bidder for more than\_\_\_\_\_\_\_\_\_\_\_\_\_ lots, the Project Owner or Delegated Project Owner shall award the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lots to the said bidder in accordance with the conditions provided for in the RPAO]*

***18. Duration of validity of bids***

*Bidders shall remain committed to their bids for [Indicate the duration between 60 and 90 days] from the initial deadline set for the submission of bids.*

***19. Further information***

*Additional information may be obtained during working hours from [(SIGAMP service), door number, P.O Box, telephone, fax, e-mail] or online on the COLEPS platform via* [*http://www.marchespublics.cm*](http://www.marchespublics.cm) *and* [*http://www.publiccontracts.cm*](http://www.publiccontracts.cm)*, or any other electronic communication means indicated by the Project Owner.*

***20. Fight against corruption and malpractices***

*For any denunciation of corruption attempt practices, facts or acts, please call the National Anti-Corruption Commission (NACC) on 1517, the Authority in charge of Public Contracts (MINMAP) (SMS or call) on (+237) 673 20 57 25 and 699 37 07 48, the ARMP on ……………. or the PO/DPO on …………………*

*[Place and date of signature]*

*[Signature, name and stamp of the Project*

*Owner or Delegated Project Owner]*

***Copies:***

* ***Authority in charge of Public Contracts (MINMAP);***
* ***ARMP***
* ***Project Owner or Delegated Project Owner concerned****,* ***if applicable;***
* ***Chairperson of the T B concerned;***
* ***Chairpersons of the CCCB, if applicable***
* ***Notice board/file***

**Avis d’Appel d’Offres**

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

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

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

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

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

**Consistance des travaux**

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

**Tranches/Allotissement**

Les travaux sont subdivisés en tranches et/ou en lots ci-après définis [à préciser] :

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

**Coût prévisionnel**

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

**Délai prévisionnel d’exécution**

Le délai maximum prévu par le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué pour la réalisation des travaux, objet du présent appel d’offres est de *[Indiquer le délai prévisionnel et le nombre de tranche par lot le cas échéant]* mois calendaires. Ce délai court à compter de la date de notification de l’ordre de service de commencer les prestations.

**Participation et origine**

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

**Financement**

Les travaux objet du présent appel d'offres sont financés par *……................….. [Source de financement]* de(s) l’exercice(s) *……...........................…..* sur la ligne d’imputation budgétaire n°*……................…..*

**Mode de soumission**

Le mode de soumission retenu pour cette consultation est [*Indiquer l’un des trois modes de soumission ci-après : en ligne, hors ligne, en ligne ou hors ligne*].

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



**Cautionnement de soumission**

Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission , acquitté à la main, délivrée par un organisme ou une institution financière agréée par le Ministre chargé des finances pour émettre les cautions dans le domaines des marchés publics dont la liste figure dans la pièce 14 du DAO dont le montant s’élève à [*indiquer le montant forfaitaire en FCFA pour chaque lot le cas échéant ; il est au plus égal à 2% du coût prévisionnel toutes taxes comprises (TTC) du marché conformément à l’arrêté en vigueur*] et valable jusqu'à trente (30) jours au-delà de la date initiale de validité des offres. L’absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics, entraînera le rejet pur et simple de l'offre. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d’ouverture des plis est irrecevable.

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

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

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

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

La version physique du dossier d’appel d’offres peut être obtenue au *[Lieu de retrait du DAO (service, numéro de porte, BP, téléphone, fax, e-mail)]* dès publication du présent avis, contre versement d’une somme non remboursable *des frais d’achat du DAO de* …….............................….. Francs CFA *[En chiffres et en lettres]* *([[6]](#footnote-6))*, payable à *[Lieu de paiement au Trésor Public pour les Administrations publiques et dans le Compte spécial CAS- ARMP pour les autres Maîtres d’Ouvrage, sauf dérogation expresse]*.

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

**Remise des offres**

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

*“Avis d’Appel d’Offres [N ou I, O ou R]* *n°……………../[Type : AONO, AOIO, AOIR ou AONR]*

*[Autorité Contractante] /Maître d’Ouvrage/CPM/ [Exercice budgétaire]*

*Du [Date de signature de l’Avis d’Appel d’Offres]*

*Pour [Objet de l’Appel d’Offres]*

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

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

Taille et format des fichiers

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

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

Les formats acceptés sont les suivants :

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

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

**Recevabilité des plis**

Les pièces administratives, l'offre technique et l'offre financière doivent être placées dans des enveloppes différentes séparées et remises sous pli scellé.

Seront irrecevables par le Maître d’Ouvrage :

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

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

**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 soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne de leur choix dûment mandatée même en cas de groupement d’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 dispositions du Règlement Particulier de l’Appel d’Offres. Elles doivent dater de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l’avis de D’Appel d’Offres**

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 heure accordé par la Commission, l'offre sera rejetée.

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

**Critères d’évaluation**

*[Les critères d’évaluation sont de deux types : les critères éliminatoires et les critères essentiels[[7]](#footnote-7).* *Un critère ne peut être à la fois éliminatoire et essentiel].*

*[Ces critères ont pour objet d’identifier et de rejeter les offres incomplètes ou non conformes pour l’essentiel aux conditions fixées dans le Dossier d’Appel d’Offres relatives notamment à la recevabilité des pièces administratives, à la conformité de l’offre technique aux spécifications techniques du DAO et à la qualification des soumissionnaires]*

**15.1 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 l’absence du cautionnement de soumission à l’ouverture des plis;
* de la non -production au-delà du délai de 48 h après l’ouverture des plis, d’une pièce du dossier administratif jugée non conforme ou absente lors de l’ouverture des plis, (excepté le cautionnement de soumission);
* 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 chantiers au cours des trois dernières années ;*
* *du non-respect du format de fichier des offres ;*
* *l’absence d’un prix unitaire quantifié dans l’Offre financière ;*
* de l’absence de prospectus accompagné des fiches techniques du fabricant, le cas échéant ;
* de l’absence de l’agrément ou de l’autorisation du fabricant, le cas échéant.
* de l’absence de possession en propre ou en location d’un matériel minimum (à préciser par le maître d’Ouvrage)
* de l’absence de l’attestation de catégorisation le cas échéant ;
* de l’absence d’un élément de l’offre financière (la soumission, les BPU, le DQE) ;
* de l’absence de la charte d’intégrité datée et signée ;
* de l’absence de la déclaration d’engagement au respect des clauses environnementales et sociales datée et signée ;

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

**15.2. Critères essentiels**

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

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

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

|  |
| --- |
| * la présentation de l’offre ; * les références du soumissionnaire ; * le service après-vente (disponibilité des pièces de rechange, atelier de réparation, personnel technique), le cas échéant ; * la capacité financière (l’accès à une ligne de crédit ou autres ressources financières, le chiffre d’affaires, attestation de solvabilité financière). * la qualification et l’expérience du personnel * les moyens logistiques * la méthodologie |

*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. Ces critères seront détaillés à l’article 6.1 du RPAO]*

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

**Attribution**

Le Maitre d’Ouvrage ou le Maitre d’Ouvrage Délégué attribue le marché au soumissionnaire ayant présenté une offre remplissant les critères de qualification technique et financière requises et dont l’offre est évaluée la moins-disante *en incluant le cas échéant les remises proposées.*

*. (En cas d’allotissement, indiquer le nombre maximum de lots dont le candidat peut être attributaire)*

**Nombre maximum de lots :**

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

[Au cas où un soumissionnaire serait le moins disant pour plus de \_ lots, le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué lui attribuera les \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lots selon les conditions prévues dans le RPAO]



**Durée de validité des offres**

Les soumissionnaires 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.

**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.

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

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

*[Lieu et date de signature (7)]*

*[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**
* **Présidents de CCCM, le cas échéant ;**
* **Affichage chrono**



**DOCUMENT No. 2**

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

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

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

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

This document includes model articles that shall not be modified.

**TABLE OF CONTENTS**

**A. Generalities …………………………………………..…………………………….……….……………………. 32**

Article 1. Subject of the consultation …………………………………………….…………….…………………….. 32

Article 2- Financing …………………………………………………………………..………………………………… 32

Article 3- Ethical principles ………………………..………………………………………....………………………… 32

Article 4- Candidates allowed to compete …………………………………………………...…………….………... 33

Article 5- Building materials, materials, supplies, equipment and authorised services ………………………… 35

Article 6- Documents establishing bidder qualification …………………….……………………..……………….. 35

Article 7. Visit of works site …………………………………………………….…………....……………….……….. 36

**B. Tender File ……………………………………………………………………………………….………………….. 36**

Article 8. Content of Tender File ……………………….………………………..……………..……………………… 36

Article 9. Clarifications on the Tender File and petitions ……….…………….………………….………………….. 38

Article 10. Modification of the Tender File ……………………………………..……………………..………………. 39

**C. Preparation of offers…………………………………………………………………………………………..…… 39**

Article 11. Tender fee …………………………………………………………………………………..…………..… 39

Article 12. Offer language …………………………………………………………..……………..……………… 39

Article 13. Constituent documents of the bid …..………………………………………..………………………. 40

Article 14. Bid price ………………………………………………………….…………………..………………… 41

Article 15. Bid and settlement currencies …………………………………..……………………….………….. 42

Article 16. Validity of offers ……………………………………………..………………………………………… 43

Article 17. Bid bond ………..……………………………………………………………..….………………………… 43

Article 18. Bidders’ variant proposals …………………………………….………………..…………………...…… 44

Article 19. Preparatory meeting for the establishment of bids ……….………………………………………….….. 45

Article 20. Form, format and signature of bid ……………………………………………………….………………. 45

**D. Submission of bids …………………………...………………………………………………………..…………. 46**

Article 21. Sealing and marking of bids ……………………………………………………………..……..……… 46

Article 22. Date and time limit for the submission of bids and method of submission ………..…….…….……47

Article 23. Late bids ……………………………………………………………….….………..…………………. 48

Article 24. Modification, substitution and withdrawal of bids …..……………………..….…………………….. 48

**E. Opening of envelopes and evaluation of offers ……………………………………………………………… 49**

Article 25. Opening of envelopes and petitions ……………………………………………………...……………... 50

Article 26. Confidential nature of the procedure ………………….………………………………….………….. 51

Article 27. Clarifications on the bids and contact with the Project Owner or Delegated

Project Owner ……………………………………………………………………...………………………. 51

Article 28. Determining the conformity of bids and technical evaluation ……………..…..….………….……… 51

Article 29. Evaluation criteria and qualification of the bidder …………………………...……..……...……………. 52

Article 30. Correction of errors ……………………………………………………………………….………………... 52

Article 31. Conversion into a single currency …………………………………..……………………..…………….. 53

Article 32. Evaluation and comparison of financial bids……………………..………….………..……………… 53

Article 33. Preference granted national bidders ………………………….……………..…….………….……… 54

**F. Award …………………………………………………………………...……………………………………………. 55**

Article 34. Award …………………………………………..…………...………….………………………...……. 55

Article 35. Right of the Project Owner or Delegated Project Owner to declare an invitation to tender

unfruitful or cancel a procedure …………………………………..………………..………………. ……55

Article 36. Notification of the award of the contract …………………………………………………………………. 56

Article 37. Publication of the contract award results and petitions ……………………….………………………… 56

Article 38. Signing of the contract …………………………………………………………..………………………… 56

Article 39. Final bond ……………………………………………..………………………….…………………………. 57

**General Regulations Governing the Invitation to Tender**

## A. Generalities

### Article 1: Subject of the consultation

* 1. The Project Owner or Delegated Project Owner as defined in the Special Regulations Governing the Invitation to Tender (RPAO) hereby launches an invitation to tender for the execution of the works described in this Tender File and briefly defined in the RPAO.

The name, identification number and number of lots, subject of the invitation to tender feature in the RPAO.

* 1. The bidder retained or the successful bidder shall complete works within the provisional time limit indicated in the RPAO and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to commence works.
  2. In this Tender File, the term ‘**day’** stands for a working day, except calendar days expressly specified in the Public Contracts Code.

### Article 2: Financing

Works source of financing subject of this invitation to tender shall be specified in the RPAO.

### Article 3: Ethical Principles

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

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

By virtue of these principles, the Project Owner or Delegated Project Owner:

a. defined, for the purposes of this clause, the expressions as follows:

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

ii. Whoever deforms or distorts facts to influence the award or execution of a contract shall be indulging in “fraudulent schemes”.

iii. Two or more bidders who connive to artificially keep bid prices at a level not commensurate with those which would result from competition shall be guilty of “collusive practices”;

iv. Whoever harms persons or damages their property or makes threats against them, directly or indirectly, to influence their actions during the award or execution of a contract shall be indulging in “coercive practices”

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

vi. Complicity means:

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

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

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

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

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

### Article 4: Candidates allowed to compete

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

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

b. A bidder (including all members of a group of enterprises and all subcontractors to the bidder) must not be in a situation of conflict of interest under pain of being disqualified for all tenders in which he/she participated. A tenderer may be deemed to be in a situation of conflict of interest under the following conditions:

* + 1. is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the design, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender;
    2. is, in the context of the same tender, the legal representative of another tenderer;
    3. Participates in more than one tender in the same call for tenders, especially, either individually or as a member of a group of companies, or as a subcontractor in a tender while being an individual tenderer or member of a group of companies. A supplier may be listed as a subcontractor in several tenders, but only as a subcontractor.
    4. Is affiliated with a group or entity that the Project Owner or Delegated Project Owner has recruited or is about to recruit to participate in the control;
    5. The Project Owner or Delegated Project Owner participates in the capital of the bidder in such a way as to compromise the transparency of public contracts award procedures;

c. A public law corporate body if it demonstrates that it is (i) legally and financially autonomous (ii) managed according to the rules of private accounting and (iii) not under the supervisory authority of the Project Owner or Delegated Project Owner, unless expressly authorised by the Authority in charge of Public Contracts.

d. Civil society organisations and public establishments, provided that the prices proposed are competitive, that is, they have been determined (i) by considering all the direct and indirect costs contributing to the formation of the price of the service covered by the contract and (ii) that they have not benefited, in the determination of this price, from advantages arising from the resources allocated to them by virtue of their public service missions.

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

a. not be in a state of judicial liquidation or bankruptcy;

b. not be subject to any of the prohibitions or disqualifications (forfeitures) provided for by the laws and regulations in force, whether national or international;

c- has subscribed to all declarations provided for by the laws and regulations in force.

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

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

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

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

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

### Article 6: Documents establishing bidder qualification

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

**a**. submit a power of attorney making the signatory of the bid to commit the bidder;

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

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

I. the production of an extract of balance sheets showing the turnover and the results;

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

iii. The executed contracts;

iv. List of key personnel;

v. Availability of indispensable equipment;

vi. The grading certificate for service providers of the building and public works sector, where applicable.

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

a. The offer must include for each of the enterprises, all the information listed in article 6.1. above. The Special Regulations shall specify the information to be provided by the group and the information to be provided by each member of the group;

b. The offer and the contract must be signed in a way that is binding on all members of the group;

c. The nature of the group (joint or several as required in the Special Regulations) must be specified and justified, with the production of a copy of the group agreement in due form;

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

e. In case of a several group, the co-contractors shall share the sums which are paid by the Project Owner or Delegated Project Owner into a single account. In case of a joint group, the tasks for each member must be specified and each enterprise shall be paid by the Project Owner or Delegated Project Owner into his own account.

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

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

### Article 7: Visit of works site

7.1. The bidder is advised to visit and inspect the worksite and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. This visit, when required in the RPAO, must be sanctioned by a certificate of site visit signed following a sworn declaration by the tenderer, giving a description of the site as well as observations on the works execution conditions. The related cost of the site visit shall be borne by the bidder.

7.2. The Project Owner or the Delegated Project Owner shall be required to authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees, and agents release the Project Owner or Delegated Project Owner, his employees and agents of any liability that may result from the visit.

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

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

## B. TENDER FILE

### Article 8: Content of Tender File

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

|  |
| --- |
| *Document No.0 Letter of invitation to tender (in case of restricted invitations to tender)* |
| *Document No.1 Tender Notice (AAO)* |
| *Document No.2 General Regulations Governing the Invitation to Tender (RGAO)* |
| *Document No.3 Special Regulations Governing the Invitation to Tender (RPAO)* |
| *Document No.4 Special Administrative Clauses (SAC)* |
| *Document No.5 Special Technical Clauses (STC)* |
| *Document No.6 Unit Price Schedule* |
| *Document No.7 Detailed Quantity and Cost Estimate Schedule* |
| *Document No.8 Schedule of Sub-Details of Prices* |
| *Document No.9 Contract Model* |
| *Document No.10 Model of Forms to be Used by Bidders* |

*Appendix No. 1: Model of Declaration of Intention to Tender*

*Appendix No.2: Model of Bidding Letter;*

*Appendix No.3: Model of Bid Bond;*

*Appendix No.4: Model of Final Bond;*

*Appendix No.5: Model of Start-Up Advance Bond;*

*Appendix No.6: Model of Performance Bond (Retention Bond);*

*Appendix No. 7: Model of Technical Proposal Bidding Letter*

*Appendix No. 8: Model of planning framework*

*Appendix No.9: Model of list of staff to be mobilised*

*Appendix No.10: Model of Form of Services that may be Subcontracted;*

*Appendix No.11: Model of CV of staff to be mobilised*

*Document No.11 Integrity Charter Form*

*Document No.12 Declaration Statement to Comply with Social and Environmental Clauses*

*Document No.13 Visa of maturity or any proof of Preliminary Studies to be filled in by the Project Owner or Delegated Project Owner, the availability of funding or budgetary head*

*Document No.14 List of banking institutions and financial bodies authorised to issue bonds for*

*Public Contracts.*

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

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

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

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

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

In the event of restricted invitation to tender;

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

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

c) this petition shall not be suspensive.

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

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

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

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

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

e) the petition shall not be suspensive.

### Article 10: Modification of the Tender File

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

10.2. Any addendum thus published shall become an integral part of the Tender File, in accordance with Article 8.1 of the General Regulations Governing the Invitation to Tender and must be communicated in writing or made known to all the bidders who bought the Tender File or through **COLEPS or any other mean of electronic communication indicated by the Project Owner in the TF.**

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

## C. PREPARATION OF OFFERS

### Article 11: Tender fees

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

### Article 12: Language of offer

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

### Article 13: Constituent documents of the bid

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

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

It includes:

a. 1. All documents attesting that the bidder:

- has subscribed to all declarations provided for by the laws and regulations in force;

- paid all taxes, duties, contributions, fees, royalties or deductions of whatever nature;

- is not winding up or bankrupt;

- is not the subject of an exclusion order or disqualification (forfeiture) provided for by the law in force at the national and international level;

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

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

***b. Volume 2: Technical bid***

It includes:

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

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

*b.2* ***Methodology***

The Special Conditions of the invitation to tender specify the constituent elements of tenderers’ technical proposal especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), subcontracting, HIMO approach, as the case may be, etc.).

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

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

i. The Special Administrative Conditions (SAC);

ii. The Special Technical Conditions (STC).

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

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

**b.5. the integrity charter**

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

*c.* ***Volume 3: Financial bid***

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

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

c.2 The unit price schedule duly filled;

c.3 detailed cost estimate and quantities duly filled;

c.4 The price sub-detail and/or the breakdown of the all-in prices;

c.5 The provisional payment schedule, if applicable.

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

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

### Article 14: Offer price

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

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

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

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

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

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

### Article 15: Offer and settlement currencies

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

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

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

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

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

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

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

a. The prices of inputs necessary for the works which the bidder intends to buy in the Project Owner or Delegated Project Owner’s country shall be in CFA francs as specified in the Special Regulations and called “national currency”

b. The prices of inputs necessary for works which the bidder intends to buy out of the Project Owner or Delegated Project Owner’s country shall be in the currency of the country of the bidder or of the currency of an eligible member country widely used in international trade.

15.4. The Project Owner or Delegated Project Owner may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in the appendix to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be provided by the bidder.

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

### Article 16: Validity of offers

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

16.2. Under exceptional circumstances, the Project Owner or Delegated Project Owner may seek the bidder’s consent to extend the validity time limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in Article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be required to modify his bid nor be authorised to do so.

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

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

### Article 17: Bid bond

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

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

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

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

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

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

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

17. 7. The bid bond may be seized:

a. if the bidder withdraws his bid during the period of validity;

b. if the bidder retained:

i. defaults in his obligation to subscribe the contract in application of Article 38 of the General Regulations;

ii. defaults in his obligation to provide the final bond in application of Article 39 of the General Regulations;

iii. refuses to receive notification of the contract.

### Article 18: Variant bidders’ proposals

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

18.2. Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first give figures on the basic solution of the Project Owner or Delegated Project Owner as described in the Tender File and provide in addition all the information which the Project Owner or Delegated Project Owner needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. Where necessary, the Project Owner or Delegated Project Owner will examine only the technical variants of the bidder whose bid compliant with the basic solution has been evaluated as the lowest bid.

18.3. When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. The Tender File should clearly specify how the variants shall be taken into account for the evaluation of bids.

### Article 19: Preparatory meeting to the establishment of bids

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

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

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

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

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

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

For offline submission,

20.1. The bidder shall prepare an original of the constituent documents described in Article 13 of the General Regulations in a volume clearly indicated ‘ORIGINAL’. In addition, the bidder shall submit, for each volume, the number required for each in the General Regulations, bearing the indication “COPY”. In case of discrepancy between the original and the copy, the original shall be authentic.

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

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

**For electronic submission**.

20.4 The offer should be submitted by the bidder on the COLEPS platform or on any other electronic means of communication specified by the Project Owner in the Tender File. A back-up copy of the tender recorded on a USB key or CD/DVD must be deposited in the offices of the relevant PO/DPO or CA in a sealed envelope clearly and legibly marked "back-up copy" and with the tender references within the specified time limit.

20.5. The offers, together with the required documents, are put together in electronic files and

grouped according to their administrative, technical and financial nature. However, administrative

documents are entered into COLEPS by the issuing structures.

20.6 The file formats chosen for the submission of offers via COLEPS must be common formats that

are widely used in the professional sector comprising the operators likely to be interested in

the consultation, for better exploitation.

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

## D. SUBMISSION OF OFFERS

### Article 21: Sealing and marking of offers

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

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

21.2. The external and internal envelopes:

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

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

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

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

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

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

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

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

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

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

a. The offers must be received by the Project Owner or Delegated Project Owner through their internal public contracts administrative management entity at the address specified in Article 21(2) of the Special Regulations no later than the date and time stated in the RPAO.

b. The date and time of receipt of online submissions are automatically recorded by the dematerialisation platform through a time-stamping mechanism. The date and time of COLEPS or any other electronic means of communication specified by the Project Owner shall be authentic.

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

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

e. Offers submitted electronically shall be acknowledged by a receipt stating the date and time of receipt and the reference of the consultation.

22.2: **Submission method**

There are three possible ways to submit a bid:

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

The method of submission chosen is specified in the RPAO.

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

### Article 23: Late offers

Whatever the method of submission, any bid received by the Project Owner or Delegated Project Owner beyond the deadline for the submission of bids shall be inadmissible.

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

**For offline submissions,**

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

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

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

24.4 No offer may be withdrawn in the interval between the submission of bids and the expiry of the validity of bids specified by the model offer. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of Article 17(7) of the General Regulations.

**For online submissions,**

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

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

## E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS

### Article 25: Opening of envelopes and petitions

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

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

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

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

25.3. All envelopes shall be opened successively, and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the relevant Tenders Board may deem useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

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

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

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

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

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

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

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

### Article 26: Confidential nature of the procedure

26.1. No information relating to the examination, evaluation and comparison of offers and verification of the qualification of the bidders and the contract award proposal shall be given to bidders or to any other person not concerned with the said procedure as long as the contract award has not been made public, under pain of disqualification of the tenderer’s bid and suspension of the perpetrators from all activities in the domain of public contracts.

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

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

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

### Owner

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

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

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

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

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

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

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

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

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

i. which substantially affects the scope, quality or execution of the works;

ii. which substantially limits, and is not in conformity with the Tender File, the rights of the Project Owner or Delegated Project Owner or his obligations in relation to the contract;

iii. whose acceptance or correction would unfairly be prejudicial to the competitiveness of the other bidders who presented bids that essentially conformed with the Tender File.

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

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

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

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

### Article 30: Correction of errors

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

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

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

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

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

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

### Article 31: Conversion into a single currency

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Article 33: Preference granted national bidders

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

1. A natural person of Cameroonian nationality or a legal entity under Cameroonian law
2. A company all or majority of whose capital is held by persons of Cameroonian nationality;
3. A natural person or legal entity carrying out economic activities in Cameroon;
4. Consortiums comprising Cameroonian enterprises;
   1. Offers are considered equivalent when they have met the required technical conditions.
   2. For works contracts, the national preference margin is ten percent (10%).
   3. National preference shall only apply where the tender file so provides.

## F. AWARD

### Article 34: Award

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

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

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

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

### Article 35: Right of the Project Owner or Delegated Project Owner to declare an invitation to

### tender unsuccessful or cancel a procedure

35.1 The Project Owner or Delegated Project Owner reserves the right to cancel an invitation to tender or to declare a call for tenders unsuccessful after the advice of the competent Board, without any claims being entertained.

However, where tenders have already been opened, cancellation shall be subject to the authorisation of the Authority in charge of Public Contracts.

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

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

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

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

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

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

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

37.2. Any decision to award a public contract by the Project Owner or Delegated Project Owner shall be published in the public contracts journal published by the body in charge of regulating public contracts, or in any other authorised newspaper, with indication of the amount of the successful tender’s offer and the deadline.

Upon publication of the results of award, the Project Owner or Delegated Project Owner will send to each bidder who so requests, an excerpt of the bid evaluation report concerning him.

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

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

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

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

### Article 38: Signing of the contract

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

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

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

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

### Article 39: Final Bond

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

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

39.3. Small and Medium-sized Enterprises (SMEs) constituted of national capital and managed by nationals as well as civil society organisations may provide a certified cheque, a bank cheque, a legal mortgage or a guarantee from a banking institution in lieu of a bond issued by a banking establishment or a financial institution approved in accordance with the instruments in force.

39.4. Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions. In this case, the bid bond is seized by the Project Owner.

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

**DOCUMENT No.3**

**SPECIAL REGULATIONS GOVERNING THE INVITATION TO TENDER (RPAO)**

**Note on the Special Regulations Governing the Invitation to Tender**

The aim of Document No. 3 is to help the Project Owner or Delegated Project Owner to provide specific information corresponding to the articles of the General Regulations featuring in Document No. 2. This information must be established for each contract.

The Project Owner or Delegated Project Owner must specify in the Special Regulations the information and conditions specific to its situation, to the contract award process, to applicable rules concerning the amount and currency of the bid and to the criteria that will be used to evaluate the bids. During the preparation of this document, special attention should be paid to the following aspects:

a. Information which specifies and supplements the articles of Document No. 2 must be included;

b. Clarifications and/or possible addenda to the articles of Document No. 2, determined by conditions specific to the tender under consideration must also be included.

This document must be filled by the Project Owner or Delegated Project Owner before the publication of the Tender File. The following provisions, which are specific to works subject of the call for tender, supplement or specify the provisions of the General Regulations Governing the Invitation to Tender.

The numbers of the first column refer to the corresponding article in the General Regulations Governing the Invitation to Tender (RGAO). The provisions of the General Regulations Governing the Invitation to Tender not repeated in the Special Regulations shall remain applicable.

In case of conflict, the provisions of the RPAO take precedence over those of the General Regulations Governing the Invitation to Tender.

**Special Regulations Governing the Invitation to Tender**

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

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

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

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

| **References of the RGAO regulations** | **Description of the provision of the RPAO** |
| --- | --- |
| **A. GENERALITIES** | |
| 1.1 | * Name and address of the Project Owner or Delegated Project Owner * Reference of Invitation to tender: * Number of lots:   **Definition of works:**  The works consist in:   * ……….; * ………. ; * ………..;   *[Insert a summary description of the works and specify their relationship with other contracts of the project.*  *In case of allotment specify the subject and describe the content of each lot*  **NB**: The information on the work to be carried out is detailed in the unit price schedule, the detailed quantity and cost estimate and the Special Technical Clauses. |
| 1.2. | The provisional deadline for the execution of the works is:  *[Reference should be made, where appropriate, to Article 18.1 below].*  This period for each of the tranches (if applicable) runs from the date of notification of the administrative order to commence the works. |
| 1.4 | Name, subject of the works: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The work involves several phases: Yes \_\_\_ No \_\_\_ [if yes, state which].  Preparatory conference for the establishment of proposals: Yes \_\_\_ No \_\_\_  *[if yes, indicate date, time and place]* |
| 2 | Source(s) of funding:  The works subject of this invitation to tender shall be financed by:  Budget: ……………………Financial year ………………Line ………….  *[For contracts funded from external sources, insert the name of the donor, indicate the relative share of each source of funding, if applicable, and also indicate the exact name of the Project.]* |
| 4.2 | The invitation to tender is open or restricted [*to be specified*].  The following candidates are eligible to participate in this call for tenders  [*In the case of restricted in**vitation to tender, indicate the list of pre-qualified candidates, or of the category concerned]*. |
| 5.1 | (Origin/ Source of building materials, materials, and supply of equipment and services.  *No building materials, materials, equipment for use in this project shall be obtained from the following locations: [Indicate non-eligible countries of origin]* |
| 6.2 | In case of associated groups of enterprises, each member of the group must submit a complete administrative file, the documents " *Bank domiciliation certificate (except in the case of joint co-contracting), the purchase receipt for the TF and the bid bond*" provided for in point 13.1 of the RPAO being submitted only by the representative of the group. |
| 6.4 | Information necessary to prove that the eligibility criteria for national preference are met: *[to be inserted]* |
| 7.3. | For the purpose of the works site visit to be organised no later than [*date to be inserted, if applicable*] after publication of the tender notice, the Project Owner’s or the Delegated Project Owner’s service to be contacted is [*to be indicated}*:   * P.O Box *[to be inserted]* * Tel: *[to be inserted]* * Fax: *[to be inserted]* * Email: *[to be inserted]*   Each tenderer is advised to visit and inspect the works site and its surroundings and to obtain by himself, and under his own responsibility, all information that may be necessary for the preparation of the offer and the execution of the studies and works. The costs associated with the site visit shall be borne by the Tenderer. |
| 9 | Additional information may be obtained during working hours from [*SIGAMP service, door number, post box, telephone, fax, e-mail*] or online on COLEPS platform via <http://www.marchespublics.cm> and<http://www.publiccontracts.cm>, or any other electronic communication means chosen by the Project Owner.  Clarifications may be requested no later than [indicate number of days] days before the offers submission date.  . Requests for clarification must state the full name and address of the applicant and be sent to the following address:   * [Insert full address] * Fax\_\_\_\_\_\_\_\_\_\_\_\_ P.O.Box \_\_\_\_\_\_\_\_E-mail : \_\_\_\_\_\_\_\_\_ |
| **C- PREPARATION OF BIDS** | |
| 12. | The language of offer is English or French \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 13.1 | The tenderer should produce a three-volume offer, presented as follows:  ***A-Volume I: Administrative documents***  **For bidders based in Cameroon,** the documents shall include notably:   1. *The stamped declaration of intention to tender signed by the legal representative or duly appointe**d agent;* 2. *The bid bond (following the model attached) of an amount of \_\_\_\_ CFA francs and of a validity period of \_\_\_\_ months, established by a first-rate bank or first category financial institution authorised by the Cameroon Minister in charge of Finance to issue bonds for public contracts or any other form provided for by the regulation in force (certified cheque, bank cheque, a legal mortgage), unless otherwise provided for in the financing agreement relating to the subject of the invitation to tender concerned. The validity period of the bid bond must exceed that of the bids by thirty (30) days.* 3. *The notarised group agreement -----------------------(specify the form of the grouping, notarised or under private seal) and specifying the representative, if applicable (the Project Owner must give preference to several undertakings);* 4. *Power of attorney where necessary;* 5. *A tax clearance certificate issued by the tax authorities and;* 6. *A certificate of non-bankruptcy issued by the Court of First Instance or any other document issued by the competent institution of the foreign tenderer’s country of residence;* 7. *A certificate of the tenderer's bank domiciliation, issued by a banking establishment or institution authorised by the Cameroon Minister in charge of Finance, unless otherwise provided for in the financing agreement;* 8. *The Tender File purchase fee receipt for the payment of a non-refundable sum of …….. CFA francs [insert amount in figures and in words] payable to [Place of payment the tender file purchase fee: [to the Public Treasury for public administrations and to the CAS- ARMP Special Account for other Project Owners unless expressly exempted].* 9. *A certificate of non-exclusion from public contracts issued by the body in charge of the regulation of public contracts;* 10. *A clearance certificate issued by the National Social Insurance Fund testifying that the tenderer has met his social obligations towards the said Fund, dated less than three months from the date of signature of the said certificate;* 11. *The grading certificate, if applicable;*   **NB: In the event of categorisation, the Project Owner or Delegated Project Owner defines the additional requirements to be requested from categorised enterprises.**  *In the case of a group of enterprises, each member of the group must submit a complete administrative file, documents* ***a, b, g, h*** *must only be presented by the group's representative.*  **For bidders not established i****n Cameroon:**   1. produce documents attesting that:    * they are not in a state of judicial liquidation or bankruptcy;    * they are not subject to any exclusion order or disqualifications provided for by the laws and regulations in force, both nationally and internationally;  * they have made the declarations required by the laws and regulations in force.  1. If a bid bond issued by a foreign financial institution is produced, it is acceptable provided that the financial institution appoints a local correspondent authorised by the Minister in charge of Finance to act as guarantor when there is need.   **NB: The required administrative documents must be submitted in originals or true copies certified by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Rules of the Invitation to Tender, failing which they will be rejected. They must be valid on the original deadline for the submission of tenders**.  ***B-Volume II: Technical offer***  It includes:  ***b1 Information on qualification***  The list of documents to be provided by tenderers to justify their qualification, especially as regards references, equipment and personnel, includes:  ***b.1.1*** the letter of submission of the technical proposal  ***b.1.2 Tenderer's references***   * *The list of contracts carried out (Project Owner, Subject, Amount, Date of acceptance). by the tenderer as main contractor (or subcontractor) during the last [specify] years.*   *These references must be accompanied by supporting documents, in this case:*   * *Copies of the first, second and last pages of the contract;* * *Final or provisional acceptance minutes or performance certificate;* * *Other supporting documents, if any, to be specified.*   In the context of the award of contracts falling under the jobbing orders threshold, and when expressly provided for in the consultation file, the references of the promoter or a technical manager of a newly established national Small and Medium-sized Enterprise shall be substituted for those of the legal entity when the latter does not yet have the required number of years of experience or references.  *These references must be accompanied by supporting documents, in this case:*   1. *CV;* 2. *Labour contracts;* 3. *Various acts of promotion during the career;*   **b.1.3 Personnel**   * A list of key personnel qualified to carry out the work according to the model attached to the TF.   ***NB: Attach a copy of the diploma and proof of experience for the proposed staff, namely:***   * certified true copy of diploma of less than three (3) months old; * certificate of registration with the national orders, if applicable; * signed and dated curriculum vitae of the expert; * signed and dated certificate of availability from the expert; * Labour certificate or contract, or site logbook justifying the experience, if applicable.   ***NB: All the above documents must be true copies, signed and dated within three months of the original deadline for the submission of offers.***  ***b.1.4 Materials to be used for the execution of the work***  A list of materials to be mobilised which should include at least: **to be specified**  ***NB:*** Attach copies, certified by the issuing authorities or any other authorised authority, of the vehicle registration documents for rolling stock and the purchase invoices for other equipment, if applicable, accompanied by a signed commitment to hire the equipment.  **b.2 Organisation and Methodology**  The tenderer shall produce a descriptive or methodological note which presents in detail the elements of his technical proposal, including:  a) The organisation and scheduling that he plans to put in place to carry out the work efficiently, to which is attached the site visit report or the signed sworn certificate, if applicable;   1. the timetable, schedule and delivery date of the services; 2. the arrangements envisaged for the use of local labour (HIMO labour-intensive approach); 3. provisions for compliance with environmental measures, where applicable; 4. the work that the tenderer intends to subcontract; 5. Other items [*to be specified*].   ***b.3. The tenderer must fill in and sign the following forms:***   * ***the Integrity Charter*** * ***Declaration of commitment to respect social and environmental clauses***   ***b.4. Proofs of acceptance of the conditions of the contract***  The tenderer shall submit dully initialled copies of the following documents:   1. The Special Administrative Conditions (SAC); 2. The Special Technical Clauses (STC).   NB: Failure to accept the terms of the contract shall cause the elimination of the tenderer.  ***b.5. Comments on SAC and STC***  The tenderer must attach the observation note on the SACs and/or the STCs, together with any proposals.  ***b 6- Financial capacity***  Tenderers must submit in particular:   * Certified financial statements or, if not required by the regulations of the applicant's country, other financial statements acceptable to the Project Owner or Delegated Project Owner for the last [insert number of years, maximum (5)](1) years demonstrating the current soundness of the applicant's financial position; * A certificate of financial capacity worth ......... CFA francs issued by a 1st rate approved bank; * Annual turnovers based on a certified balance sheet or a statistical and tax returns, in accordance with the attached model.   *[The period specified 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 in order to make an informed judgement. Any information of an abnormal nature, which could lead to financial difficulties during the performance of the Contract, should prompt the chairperson of the committee concerned to seek the opinion of a financial expert when evaluating the tenders].*  In the case of new companies, this situation may be assessed objectively by reference to the applicant's financial capacity (appropriate declarations from banks or authorised financial bodies, or where appropriate, proof of professional risk insurance) and the contract's financing requirements.  *1. The amount entered (financial capacity) must not normally be less than 30% of the annual turnover or cash flow of the proposed service contract (based on a projection in identical monthly instalments of the cost estimated by the Project Owner, including contingencies, for the duration of the contract).*  *2. The period is normally three years.*  *3. In case of a group, it may be indicated that each member of the group must meet 25 or 30% of the total amount required and that the leader of a consortium must meet 50 or 60% of the total amount required.*  *5. The amount of the turnover must not be set too high as to prevent companies with the required technical and financial capacity from meeting the qualification criteria].*  ***b-7- certificate that no work has been abandoned during the last three years***  **C. Volume 3: Financial offer**  This envelope shall include the following documents:  **c.1 The offer proper**, in original, prepared in accordance with the attached model, stamped at the current rate, signed and dated;  **c.2** The duly filled **Unit Price Schedule and/or Fixed Price Schedule;**  **c.3**. The duly filled **detailed quantity and cost estimates**;  **c.4 The sub-detail of prices and/or the breakdown of all-in prices**;  To this effect, tenderers shall use the documents and models or standard forms provided for in the Tender File.  *NB: The various parts of the same file shall be separated by dividers of a colour other than white, both in the original and in the copies, to facilitate evaluation.*  *Specify, if applicable, whether the tenderer must attach the digital version of the financial offer [in three copies, one of which is kept by the Chairperson of the Board, one to be given to the evaluation subcommittee and the third reserved for ARMP].* In case of discrepancy between the information in the hard and digital offer, the information in the hard copy version of the offer shall be authentic. |
| 14.3. | ***Taxes and dues****: Prices proposed should be inclusive of all taxes [Indicate here, if applicable, the specific exclusion of taxes or duties, levies that may be allowed in the offer price. This Clause shall be in accordance with Article 39 of the SAC].* |  |
| 14.4. | The contract prices *[insert "shall" or "shall not"]* be revisable. |  |
| 15.1. | *[In the context of this consultation, the currency(ies) of the offer is (are) defined according to option A (local currency only) or option B (local and foreign currencies) of Article 15.1 of the RGAO].* |  |
| 15.2. | The exchange rate for converting the tenderer's offer into local currency as well as for converting future detailed accounts into foreign currency shall be that *[to be specified: example. that of the BEAC three working days before the deadline for the submission of offers]* |  |
| 16.1. | **Validity of bids**:  The period of validity of offers is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert period in days*] from the deadline for the submission of offers.  *[Insert the number of days after the deadline for the submission of tenders. This period should be realistic and allow sufficient time to evaluate the tenders, taking into account the complexity of the Works, and to obtain the necessary references, clarifications and approval (including the Donor's "non- objection") and notify the award of the contract. Normally, the validity period should not exceed one hundred and twenty (120) days].* |  |
| 17.1. | The amount(s) of the bid bond(s) per lot (if applicable) are as follows:  *[The amount should be as stated in the letter to pre-qualified bidders (or in the tender notice if there was no pre-qualification). To avoid the possibility of the amount of the offer being deducted from the amount of the guarantee, it is preferable that the guarantee be expressed as a fixed sum and not as a percentage. In case of allotments specify the amount for each lot.]* |  |
| 18.1. | Offers will be evaluated based on a minimum of \_\_\_\_\_\_\_\_ days (or months) and a maximum of \_\_\_\_\_\_\_ days (or months). The evaluation method is fixed in Article 32.2(e) of the RGAO.  *[This provision should be included, with appropriate deadlines, where the Project Owner or Delegated Project Owner expects net benefits from a shorter period of execution; it may also be retained in the case of grouped lots. Otherwise, it must be deleted].* |  |
| 18.3. | Technical variants on the part(s) of the work specified below are permitted within the Technical Specifications: [*to be specified*]  *[This provision will be included where variants are possible with the possibility for net price benefits, shorter execution time limit and/or better technical performance. The reference to the technical specifications shall be mentioned. Otherwise, it must be deleted].* |  |
| 19.1. | The preparatory meeting ahead of the establishment of bids will be held at [*specify venue, date and time]*:  *[Indicate the address of the meeting or specify that there will be no meeting. The meeting must take place at least two (2) weeks before the deadline for submission of offers, and at the same time as the works site visit, if it is provided for (Clause 7.3. of the RGAO]* |
| 20. | **Online submission** FORM, **FORMAT** AND SIGNATURE OF THE OFFER  [File size and format:  For electronic submission, the maximum sizes of the documents that will transit on the platform and constitute the tenderer's offer are as follows   * 5 MB for the Administrative Offer; * 15 MB for the Technical Offer; * 5 MB for the Financial Offer.   The following formats are accepted:   * PDF format for text documents; * JPEG for images.   The candidate shall ensure that compression software is used to reduce the size of the files to be transmitted].  For electronic submission, the offer must be sent by the tenderer on the COLEPS platform or any other electronic means of communication indicated by the Project Owner in the DAO. A back-up copy of the offer recorded on a USB key or CD/DVD must be deposited in the services of the PO/DPO or CA concerned in a sealed envelope clearly and legibly marked "back-up copy" and with the tender references within the specified time limit].  *[For online submission, they must be sent electronically via the COLEPS platform available at http://www.marchespublics.cm or* [*http://www.publiccontracts.cm*](http://www.publiccontracts.cm)*.*  ***Off-line submission***  *Each offer drafted in English or French 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 tenders to the focal point designated by the body responsible for regulating public contracts] of each proposal marked as such, must reach [Place of registration of offers], no later than [Deadline for receipt of offers] at [Deadline] and must be marked as follows on the sealed envelopes:*  *CPM/ (CCCMT if applicable) [Budget year] from [Date of signature of the tender notice].* |
|  | *Call for Tenders Number: [National or International] [Open or Restricted] No........ /*  *[Type: ONIT, OIIT, RIIT or RNIT] [The Project Owner or the Delegated Project Owner*  *TB/****CCCB for Works, if applicable****) [Financial year]* ***of*** *[Date of signature of the Tender Notice].*  *For the purpose of submitting offers, the address of the Project Owner or the Delegated Project Owner to be used for sending bids is as follows:*  *Department of the Project Owner or the Delegated Project Owner: [to be specified]*  *Address: [insert street name and building number] Postcode: [insert postcode number*  *Postcode: [insert postcode number] Floor/Office number: [insert floor/office number].*  *Floor/Office number: [insert floor and office number].* |
| 20.1. | **The closing date and time for submission of offers are as follows**:  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. |
|  | **D. SUBMISSION OF OFFERS** |
| **SUBMISSION METHOD**  The method of submission for this consultation is [*Indicate one of the three methods of submission below: online, offline, online and offline*]. **(However, where both options are available to the tenderer, he may not use both methods at the same time).** |
|  | **E. OPENING OF ENVE****LOPES AND EVALUATION OF OFFERS** |
| 25.1 | The offers shall be opened in a single phase on ……………………….(*to be specified)* at ……………….(*to be specified)* by the Tenders Board of (Project Owner or Delegated Project Owner) in the (…………………………) hall (*to be specified*)……………..located at ………………(*to be specified*)  Only tenderers may attend this opening session or be represented by a person of their choice, duly authorised, even in the case of a group of enterprises.  **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 competent administrative authority, in accordance with the provisions of the Special Regulations for the Call for Tenders. They must be valid at the time of submission of the offer and must be less than three (3) months old from the original deadline for the opening of offers or have been issued after the date of signature of the invitation to tender.**  In case of absence or non-compliance of a document in the administrative file at the opening of bids, the tenderers concerned shall be given forty-eight (48) hours to submit or replace the said document.  The Contracts Board shall declare inadmissible and reject:   * any tender produced in insufficient number or only in copies for submission in hard copy version, * any bid in black on white; * bids bearing indications as to the identity of the tenderers; * offers received after the date and time limit for submission; * offers without any indication of the identity of the tenderer; * offers that do not comply with the bidding method; * Any tender that does not comply with the indications of the TF, * The absence of a bid bond issued by a body or financial institution approved by the Minister in charge of finance to issue bonds for public contracts, or failure to comply with the model documents in the Tender File, will result in the outright rejection of the bid with no room to complain. A bid bond produced but having no connection with the consultation concerned is absent. A bid bond submitted by a tenderer during the tender opening session is inadmissible; * In the event of a restricted invitation to tender, failure to submit the seventh copy of the financial offer, in a sealed envelope marked “sample offer” to serve as a sample offer for the body responsible for regulating public contracts, shall cause the inadmissibility of the offer of the candidate concerned, as soon as the tenders have been opened by the Tenders Board. * The Tenders Board shall draw up minutes of the tender opening session, a copy of which shall be given to all the tenderers. |
|  | *[The bid-opening session must take place no later than one hour after the deadline for the receipt of bids set in the Tender File].* |
| 29 | *Tenders shall be evaluated on the basis of the following criteria for each lot selected by the tenderer: [It being understood that a criterion cannot be both eliminatory and essential]:*   * *The* ***eliminatory criteria*** *specifying the minimum requirements to be met to be admitted to evaluation according to the essential criteria. They must not be the subject of scoring. The non-respect of these criteria shall cause the rejection of the tenderer’s offer.*   They are:   * absence of a bid bond at the bid opening session; * failure to submit a document in the administrative file that is deemed to be non-compliant or missing after the deadline of 48 hours after the opening of bids; * false declarations, fraudulent schemes or forged documents; * failure to meet X essential criteria (X refers to the threshold for qualification of technical offers); * ***absence of a sworn declaration that no worksite has been******abandoned during the last three years****;* * ***non-compliance with the file format of the offers;*** * ***the absence of a quantified unit price in the financial offer;*** * absence of a prospectus with the manufacturer's technical data sheets, if any; * absence of the manufacturer's license or authorisation, if applicable; * absence of the possession of own minimum equipment (*to be specified by the Project Owner* *and to be determined as own equipment or hired basis);* * the absence of the Integrity charter; * absence of the declaration statement to comply with social and environmental clauses.   NB: Depending on the specificity of the service, other relevant criteria may be added when preparing the TF.   * *The* ***so-called essential*** *(primordial or key) criteria, which attest to the technical and financial capacity of the candidates to provide the services subject of the tender. These must be determined accord**ing to the nature and consistency of the services to be provided.*   *[It is necessary to formally specify the methods of validation of a criterion based on the number of sub-criteria met.]*  The essential criteria for the qualification of tenderers for information purpose shall focus on the following:   |  | | --- | | * presentation of the offer; * tenderer's references; * after-sales service (availability of spare parts, repair workshop, technical staff), if applicable; * financial capacity (access to a credit line or other financial resources, turnover, proof of financial solvency); * Qualification and experience of staff; * Logistics means ; * Methodology ; * Proof of acceptance of the terms of the contract. |   *NB: - I [indicate the main qualification criteria that demonstrate that the tenderer has the technical capacity and resources to satisfactorily execute the contract. These criteria will be detailed in article 6.1 of the RPAO*.  [**The system of grading tenders by awarding marks is banned in favour of the binary method (yes or no*)]*.**  **NB: After downloading the electronic bids, they shall be evaluated under the same conditions as the hard copy version offers.**  **Criteria and sub-criteria for the detailed evaluation of offers**   * **Eliminatory criteria**   **The eliminatory criteria shall be evaluated based on the following sub-criteria:**  ***[for each criterion, it is necessary to formally specify the validation criteria for a criterion based on the number of sub-criteria met]***   | **No.** | **Headings** | | | **Yes/No** | | --- | --- | --- | --- | --- | | 1. **Eliminatory criteria related to the administrative file** | | | | | | 1 | Absence of the bid bond at the opening of bids, issued by a first-rate financial institution authorised by the Ministry of Finance to issue bonds for public contracts.  **NB:** A bid bond produced but having no connection with the consultation concerned is considered to be absent. A bid bond presented by a bidder during the bid opening session is inadmissible. | | | Yes/No | | 2 | Non-production after the 48-hour deadline of a document in the administrative file deemed to be non-compliant or absent at the bid opening, (except for the bid bond). | | | Yes/No | | 1. **Eliminatory criteria related to the technical file** | | | | | | 3 | Absence of a prospectus accompanied by the manufacturer's technical data sheets, where applicable | | | Yes/No | | 4 | Absence of minimum equipment (list to be specified by the Project Owner and to be determined whether owned or hired)  ***[to be specified validation of x..........................subcriteria to obtain a yes*** | | | Yes/No | | **Manual/Equipment/Material No.1**  Major technical specifications where  [Mandatory characteristics]  ***[to be specified validation of x..........................sub criteria to obtain a yes*** | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | **Manual/Equipment/Material** **No.2**  Major technical specifications  *[Mandatory characteristics]*  ***[[to be specified validation of x..................... sub criteria to obtain a yes*** | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | 5 | Absence of dated and signed integrity charter | | | Yes/No | | 6 | Absence of the commitment statement to respect environmental clauses | | | Yes/No | | 1. **Eliminatory criteria related to the financial offer** | | | | | | 7 | Absence of a quantified unit price in the financial offer. | | | Yes/No | | 1. **General eliminatory criteria** | | | | | | 8 | SAC initialled on each page and signed with the words "read and approved". | | | Yes/No | | 9 | False declarations, fraudulent schemes or falsification of documents | | | Yes/No | | 10 | 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 | | 11 | Non-compliance with the file format for offers submitted online; | | | Yes/No | | 12 | Absence of a sworn declaration that no work has been abandoned during the last three years | | | Yes/No |  * **Essential criteria**   The evaluation of the essential criteria or those relating to the qualification of tenderers shall relate, by way of indication, to:  [**to be specified formally for each criterion, or sub-criterion].**   * **The essential criteria and sub-criteria detailed for each lot,** * **the procedures for validating a criterion based on the number of sub-criteria met,** * **the presentation of the offer**;   (Legibility, documents in the order of the RPAO, summaries, coloured dividers, pagination, etc.)  [to be specified validation of ..........................sub-criteria by criterion to obtain a yes]   * **Experience** * General experience in works   Experience in works contracts X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_number of contracts executed as contractor during the last \_\_\_\_\_\_\_\_ [*three to five]* years preceding the deadline for the submission of offers.  Sub-criterion [to be completed]  Sub-criterion [to be completed]  Sub-criterion [to be completed]  ***[to be specified validation of ..........................sub-criteria per criterion to obtain a yes]***   * Specific experience in similar works (to those in the invitation to tender)   Having effectively executed satisfactorily and substantially completed, as a contractor or subcontractor, at least X \_\_\_\_\_\_\_\_ number of contracts similar to the work of (specify activities similar to that which is the subject of the work) [1] over the last X \_\_\_\_\_\_\_\_ [three to five] [2] years with a minimum value of \_\_\_\_\_\_\_\_\_[3].  The similarity shall relate to the physical size, 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 must be assessed objectively.  These references must be accompanied by supporting documents, in this case :   1. *Copies of the first and last pages of the contract;* 2. *Provisional or final accepta**nce report or performance certificate signed by the Project Owner;* 3. *Other supporting documents, if applicable and to be specified*   *1 The number of contracts should be between one and three, depending on the size and complexity of the contract in question and the risk for the Project Owner of default by the contractor. For example, for small to medium-sized contracts, a Project Owner may be ready to take the risk of awarding a contract to a candidate who has executed only one similar contract. This number should also be set in a discriminatory way but taking into account the number of structures of similar nature executed in the country.*  *2 The period covered (to be specified).*  *3 The amount indicated could be around 75% of the estimated value of the contract, in round figures].*  *4 For contracts where the guarantee period has not yet expired, the provisional acceptance report shall be deemed authentic; where applicable, the final acceptance report shall be deemed authentic].*   * Personnel;   The candidate must establish that he has the right personnel for the key positions required, including:   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Name** | **Position proposed** | **Minimum qualification** | **Year of overall experience** | **Specific experience in terms of projects** | **Position occupied for each project** | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  |   ***[to be specified validation of x..........................sub criteria to obtain a yes***  **NB:** Any public employee listed among the staff and who has not presented all the documents likely to justify his release from the Administration shall be considered in the evaluation.  If the CV of the same expert appears in more than one tender or if there is a discrepancy between the CVs submitted for the same expert, a request for clarification shall be sent to the expert in order to establish the bidder's tender to be considered for evaluation. In this case the expert in question will not be evaluated in the competing bid and his CV shall be examined provided that the CV produced for the request for clarification is identical to that in the Bid under consideration.  [Insert in the table above: (i) the list of key positions (e.g. Works Director, Clerk of Works, Head of civil engineering works, Head of technological lots, etc.), (ii) the number of years of experience in works required for each of the key personnel (from \_\_\_ to \_\_\_ years), and (iii) the number of years of experience in similar works required for each of the key personnel (from \_\_\_\_ to \_\_\_ years)].     * Equipment   The tenderer must prove that he has the following as own or hired equipment:   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **No.** | **Type and characteristics of the equipment** | **Age / condition** | **Minimum number required** | **Owner / hired** | **Year of acquisition** | **Proof** | | 1 |  |  |  |  |  |  | | 2 |  |  |  |  |  |  | | 3 |  |  |  |  |  |  | | … |  |  |  |  |  |  | | N |  |  |  |  |  |  |   ***[to be specified, validation of x..........................sub criteria to obtain a yes***  The Project Owner should specify, as the case may be, a maximum age beyond which the equipment in question will not be accepted.  *[Insert in the table above: (i) the list of the most important equipment required for the execution of the work (ii) the minimum number of each type of equipment required (iii) it may be possible to provide this equipment on a hiring basis, in which case a hiring commitment of the equipment must be signed and legalised by the competent authorities. Where appropriate, provision could be made for the application of a reduction during the evaluation.*  ***NB:*** *Attach copies, certified by the issuing authorities or any other authorised authority, of the vehicle registration documents for rolling stock and the purchase invoices showing the taxpayer’s number of each issuing official for the others, if applicable, accompanied by a signed commitment to hire the equipment.*  **[N.B**: The PO/DPO may specify a certain type of material to be as own material. In this case, this provision should be included in the eliminatory criteria.   * Financial capacity   Tenderers must present, in particular:   * certified financial statements or, if not required by the regulations of the Applicant’s country, other financial statements acceptable to the Project Owner or Delegated Project Owner for the last [*insert the number of years, maximum (*5)](1) years demonstrating the Applicant’s current sound financial situation * A certificate of financial capacity of an amount of … CFA francs issued by an approved bank, * Annual turnovers, according to the balance sheet or statistical and tax returns.   ***[to be specified validation, of x..........................sub criteria to obtain a yes***  *(5) [The period specified 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 in order to make an informed judgement. Any information of an abnormal nature, which could cause financial difficulties during the execution of the Contract, should prompt the chairperson of the relevant board to seek the advice of a financial expert during the evaluation of tenders].*  ***For new companies****, this situation may be assessed objectively by reference to the applicant’s financial capacity (appropriate declarations from banks or authorised financial bodies, or where appropriate, proof of professional risk insurance) and the financing needs for the contract.*  *1 The amount entered (financial capacity), normally, should not be less than 30% of the annual turnover or cash flow of the proposed Works contract (based on a projection in equal monthly instalments of the cost estimated by the Project Owner, including contingencies, for the duration of the contract).*  *2 The period is normally three years.*  *3 In the case of a group, it may be indicated that each member of the group must meet 25 or 30 % of the total amount required and that the representative of a group must meet 50 or 60 % of the total amount required.*  *5 The amount of the turnover should not be set too high as to prevent companies with the required technical and financial capacities from meeting the qualification criteria].*   * **Proof of acceptance of the terms of the contract**   *Bidders must submit duly initialled and signed copies, marked “read and approved”, of the following administrative and technical documents governing the contract:*   * *The Special Administrative Clauses (SAC);* * *The Special Technical Clauses (STC),*   ***[to specify the validation of X..........................sub criteria by criterion to obtain a yes]***  **NB: A detailed evaluation grid consistent with the requirements of the Special Regulations Governing the Invitation to Tender may be attached to these Special Regulations Governing the Invitation to Tender. *The said grid and the criteria detailed below must formally specify the procedures for validating a criterion based on the number of sub-criteria met].***  ***In the event of a conflict between the contents of the Tender File, the elimination of a tender for non-compliance with the provisions o******f the Tender File must be based solely on the criteria contained in the RPAO, the provisions of which take precedence over those of the other documents.*** |
| 31.2 | The currency used for the conversion into a single currency is the CFA franc, the source of the exchange rate being the Bank of Central African States (BEAC).  The exchange rate date is: *[Select a date between zero and 14 days before the tender expiry date*].  The date of the exchange rate is: [Retain a date that will not be more than twenty-eight (28) days before the deadline for submission of tenders, nor later than the initial date of expiry of the period of validity of offers.  the exchange rate for converting the bidder's offer into local currency and for converting future detailed accounts into foreign currency shall be that [to be specified, for example, that of the BEAC three working days before the deadline for submission of offers]. |
| 32.2.(b) | The method of evaluation for costing works to be executed under State supervision is defined as follows: *[to be specified if applicable]* and the percentage of such work should be specified |
| 32.2.(e) | The execution deadline will be evaluated as follows:(to be specified if applicable)  *[If the execution deadline is a factor in the assessment, the method of assessment should be specified here, in the form of a specific amount per week of delay based on a ‘standard’ or minimum execution deadline, which amount is related to the estimated prejudice to the Project Owner or Delegated Project Owner. The amount shall not exceed the corresponding amount of penalties for delay set in the SAC].* |
| 32.2(g) | The method for assessing the technical variants is the following:  *[To be inserted, where appropriate, with reference to the provisions of the Technical Specifications].* |
| 33.1 | National bidders [*may or may not*] benefit from a margin of national preference during the evaluation.  *[If the application of preference to a national contractor plays a role in the award of the Contract, insert here possible additional criteria required by the Project Owner or Delegated Project Owner to benefit from this preference].* |
| **F- AWARD** | |
| 34.1 | *The Project Owner or the Delegated Project Owner awards the contract to the bidder whose bid has been found to be substantially compliant with the Tender File and who has the technical and financial capacity to execute the contract satisfactorily and whose bid has been evaluated as the lowest bid after application of the rebates proposed, if any.* |
| 34.2 | *The combination to be applied in case of simultaneous award of several lots is as follows the Project Owner or the Delegated Project Owner shall take into account the proposed rebates and shall base himself on the combination which is the most economically advantageous for it in order to draw up the list of successful bidders per lot: if not: [speci**fy, if applicable, a method other than the one most economically advantageous for the Project Owner or Delegated Project Owner].* |
| 39.2 | The final bond rate is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [to be specified (between 2 and 5%)] of the amount inclusive of all taxes of the contract  *[Its amount is fixed as a percentage of the amount including all taxes of the contract].*  Within twenty (20) days from the date of notification of the contract by the Project Owner, the contracting partner shall provide a final bond in accordance with the model attached to the Tender File. Failure to provide the said bond within the time limits and under the conditions set in Article 28 of the SAC shall expose the bidder to the penalties fixed in Article 37 of the said SAC. |
| 40 | **Ethical principles**  Tenders Board chairpersons and members, bidders and other persons involved in the procedure must always observe the strict rules of professional ethics. They must refrain in particular from corruption or any other form of fraudulent schemes. By virtue of these principles, the above expressions are defined as follows:   1. Whoever offers, gives, solicits or accepts any form of benefit in order to influence the action of a public employee during the award or execution of a contract shall be guilty of “corruption”. 2. Whoever solicits or accepts several tenders issued by the same bidder under different company names and/or different registration numbers shall be guilty of “corruption”.   ii. Whoever deforms or distorts facts in order to influence the award or execution of a contract or a jobbing order in a manner prejudicial to the Project Owner or the Delegated Project Owner shall be indulging in “fraudulent schemes. Fraudulent schemes" include in particular any agreement or collusive manoeuvre by bidders (before or after submission of the offer) aimed at artificially maintaining offer prices at levels which do not correspond to those that would result from free and open competition, and thus depriving the Project Owner or the Delegated Project Owner of related advantages” . |

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

**Note relating to the Special Administrative Clauses**

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

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

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

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

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

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

TABLE OF CONTENTS

CHAPTER I Generalities ……………………………………………………..………………………………. 83

Article 1. Subject of the contract ………………………………………………..……..………….………………… 83

Article 2. Contract award procedure …………………………………………..….….……….……………………… 83

Article 3. Duties and Security ………………………………………………….……..…………….……….………… 83

### Article 4. Language, applicable laws and regulations …………………………..……..…………….. 84

Article 5. Standards ……………………………………………………………..………..……….……….…….…….. 84

Article 6. Constituent documents of the contract …………………...………………………….………..………….. 85

Article 7. General applicable instruments ……………………………………..…………………………...……….. 85

Article 8. Communication ………………………………………………………..………….…………………………. 87

CHAPTER II. Execution of works ………………………………………..…………………………..……. 87

Article 9. Consistency of the works ………….……………………………….…….…..……….…………………… 87

Article 10. Contract execution deadline ………………………………………….……..…………………………… 87

Article 11. Obligations of the Project Owner or Delegated Project Owner …………..…….……….………… …88

Article 12. Administrative orders …………………..…………………………………………………………………. 88

### Article 13. Roles and responsibilities of the Administration’s Contracting Partner ……..….. 90

Article 14. Conditional tranches contracts …………………………………..……………….………………………91

Article 15. Contractor’s personnel and equipment ……………………………………….………………………… 92

Article 16. Documents to be provided by the Contractor …………………………...…………...………………… 93

Article 17. Provision of documents and Worksite ………………………………..…………………………………. 95

Article 18. Insurance of Structures and Civil Liability ……………………………………………...……..………… 95

Article 19. Subcontracting ……………………………………………………………..…………………….………… 96

Article 20. Site laboratory and trials ………………………………..………………………….……..….…………… 97

Article 21. Site logbook and meetings ……………………………….………………………………………………. 97

Article 22. Use of explosives ……………………………...…………………………..………………………..…….. 98

CHAPTER III: Acceptance ………………………………….….………………………………….…………. 98

Article 23. Documents to be provided prior to technical acceptance ……………………...………………..……. 98

Article 24. Provisional acceptance ……………………...…………………………………………….……………… 98

Article 25. Documents to be provided after execution …………………………………………………..……..…. 101

Article 26. Contractual guarantee / maintenance during the guarantee period …………...…………………… 101

Article 27. Final acceptance ……………………………...……………………………………...…..……………… 101

Article 28. Legal guarantee ……………………………………...………………………………………….………. 102

CHAPTER IV. Financial Clauses ………………………………..…………………………….………….. 102

Article 29. Contract price ……………………………………..……………………………………………………… 102

Article 30. Place and method of payment ………………………………………………..………………………… 102

Article 31. Guarantees and bonds ……………………..…………………………………………………………… 103

Article 32. Price variation …………………………..…………………………………………………..……………. 104

Article 33. Price revision formulae …………………………...…………………….……………………………... 104

Article 34. Price updating formulae …………………………………...…………………………………………… 104

Article 35. Works executed under State supervision …………………………………………………………….. 104

Article 36. Valuing the supplies …………………………..………………………………....……………………… 105

### Article 37. Advances …………………………………………...………………...………..…….…………. 105

### Article 38. Payment of works ……………………………………………………...…..…………..……… 106

### Article 39. Interest on overdue payments ………………………………………….…………….……… 108

### Article 40. Penalties …………………………………………………………….….……..………………… 108

### Article 41. Payment in case of a group of enterprises and subcontracting …...….…………..……… 109

### Article 42. Tax and customs regulations ………………………………………………………..…….…. 109

### Article 43. Stamp duty and registration of contracts ………………………………………...…..……… 110

CHAPTER V. Miscellaneous provisions …………………………………………………...………….…110

### Article 44. Termination of the contract ………………………………………….…….…………..……… 110

### Article 45. Case of force majeure ……………………………………………..……….…..……..……… 111

### Article 46. Disputes and Litigation …………………………………………………….….………..……… 111

### Article 47. Production and dissemination of this contract ……………………………………....……… 112

### Article 48 and last. Validity and entry into force of the contract …………………….……….....……… 112

## Chapter I: Generalities

### Article 1: Subject of the contract

The purpose of this contract is [*To be specified*. In case of allotment, the subject of the lot shall focus on the relevant lot]

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

### Article 2: Contract award procedure

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

### Article 3: Duties and security

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

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

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

* **The Project Owner or Delegated Project Owner shall be** *[to be specified]:* He signs the contract, orders payment of services, ensures the preservation of originals of the documents relating thereto and the transmission of copies to the Authority in charge of Public Contracts and the Public Contracts Regulatory Body and to the Ministry in charge of Public Contracts or its relevant devolved service;
* **The Contract Manager shall be:** *[to be specified].* He ensures compliance with administrative, technical and financial clauses and contractual time-limits. He is responsible for the general management of the execution of services, he makes all the technical and financial arrangements and represents the Project Owner or the Delegated Project Owner in the competent dispute arbitration bodies. He provides the Project Owner or Delegated Project Owner with general administrative, financial and technical assistance during the definition, development, execution and acceptance stages of the works covered by the contract.
* **The Contract Engineer shall be:** *[To be specified]*. He is accredited by the Project Owner or the Delegated Project Owner to monitor the contract execution under the supervision of the Contracts Manager to whom he reports;
* **The Project Manager** of this contract or the Control mission shall be: *[To be specified if applicable]* Herein after referred to as th*e* Project Manager*; [Specify if it is a public or private law project management].* He is responsible for defending the interests of the Project Owner or the Delegated Project Owner at the definition, preparation, execution and acceptance stages of the services under the contract.
* **The body responsible for external control of public contracts** is the Ministry in charge of public contracts. The Ministry of Public Contracts or its relevant devolved service is responsible for checking that the contract has been properly executed, issuing the required prior approvals and approving the general and final detailed account.
* **The Administration’s contracting partner or the contract holder** is [To be specified] and is responsible for executing the services under the contract.

***3.2. Security***

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

* The authority in charge of ordering payments shall be: *[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: Language, applicable laws and regulations

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

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

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

### Article 5: Standards

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

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

### Article 6: Constituent documents of the contract

The constituent contractual documents of this contract are complementary and are in order of priority. [To be adapted according to the nature of the work].

1. The tender or commitment letter;
2. The offer of the contracting partner and its appendices in all the provisions not contrary to the Special Administrative Clauses (SAC), the Special Technical Clauses (STC), or the technical clauses of the works, where applicable;
3. The Special Administrative Clauses (SAC);
4. The Special Technical Clauses (STC);
5. The estimate or the Detailed Quantity and Estimates (DQE);
6. The Schedule of Unit Prices (BPU);
7. The sub-detail of prices (SDP);
8. The General Administrative Clauses (GAC) to which it is specifically subject;
9. The execution project/programme, etc. [Insert and indicate, where appropriate, names and references];
10. Any other useful documents (the Minutes of Negotiations, the Technical Specification, the Plans, the Management Strategies and the Environmental, Social, Health and Safety (ESHS) Implementation Plans, the ESHS Code of Conduct, the analysis of the value of the project, if applicable, the execution project/programme, etc.);
11. The integrity charter;
12. The declaration statement to comply with social and environmental clauses.

### Article 7- General applicable instruments

This contract is subject to the following general instruments: [non-exhaustive list, to be adapted as appropriate].

1. Law No. 75/15 of 8 December 1975 on compulsory insurance of construction risks;
2. *Law No. 92/007 of 14 August 1992 on the Labour Code;*
3. Law No. 2015/018 of 21 December 2015 governing commercial activity in Cameroon;
4. Law No. 98/013 of 14 July 1998 on competition;
5. Law No. 096/12 of 5 August 1996 framework law on environmental management;
6. Law No. 2018/012 of 11 July 2018 on the financial regime of the State;
7. *Law No. 2016/17 of 14 December 2016 on the Mining Code;*
8. *Law No… of … December 201X : Finance law of the Republic of Cameroon for the 201(X+1) financial year;*
9. Framework Law No. 2011/012 of 6 May 2011 on Consumer Protection in Cameroon;
10. Law No. 2018/011 of 11 July 2018 on the code of transparency and good governance in the management of public finances in Cameroon;
11. Decree No. 77-318 of 17 August 1977 on the application of Law No. 75-15 of 8 December 1975 making compulsory construction risks insurance;
12. Decree No. 2012/075 of 8 March 2012 to organise the Ministry of Public Contracts in its provisions not contrary to the Public Contracts Code;
13. *Decree No. 2001/048 of 23 February 2001 on the setting up, organisation and functioning of the Public Contracts Regulatory Agency and its subsequent amending instruments;*
14. Decree No. 2005/577 of 23 February 2005 laying down the procedures for carrying out environmental impact studies;
15. Decree No. 2011/408 of 9 December 2011 to organise the Government, as amended and completed by Decree No. 2018/190 of 2 March 2018;
16. Decree No. 2014/0611/PM of 24 March 2014 to lay down the conditions for the use and application of the Labour-intensive Approach (HIMO);
17. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code and its implementing instruments;
18. The order to put into force the General Administrative Clauses (GAC) applicable to public works contracts in force;
19. The Circular [*to be indicated as necessary*] on the instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the budgets of the State, Public Administrative Establishments, Regional and Local Authorities and other subsidized bodies for the financial year *[to be indicated as necessary];*
20. *Instruments governing other trades;*
21. Other instruments specific to the field concerned by the contract;
22. The standards in force.

### Article 8: Communication

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

a) If the contracting partner is the addressee: Dear Sir/Madam: [To be specified] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

b) 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: EXECUTION OF WORKS

### Article 9: Consistency of the services

The works to be executed under this contact shall include: (*Description of the main headings and subsets of works provided for in the detailed estimates and quantities).*

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

### Article 10: Contract execution deadline

10.1 The time limit for the execution of the works subject of this contract shall be: [*to be specified for each tranche if need be]* Months *(in figures and words).*

10.2 This time limit shall run from the date of notification of the Administrative Order to commence execution of the works, unless otherwise specified [*to be specified*].

10.3 [*Specify if the contract has one or more tranche(s)*].

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

|  |  |
| --- | --- |
| Tranches | Timeframe (in months) |
| Firm tranche |  |
| Conditional tranche 1 |  |
| Conditional tranche n |  |

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

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

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

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

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

### Article 12: Administrative orders

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

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

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

1. where an administrative order is likely to cause contract amount overrun, its signature is subject to proof of funding from the Project Owner or the Delegated Project Owner;
2. In case of contract amount overrun, changes can only be made through an amendment and additional services can be paid for only after the amendment has been signed by the Project Owner or the Delegated Project Owner;
3. Administrative orders for additional services may be signed by the Project Owner or Delegated Project Owner and regularised later through an amendment, as long as their financial incidence is less than ten percent (10) of the contract amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 14- Conditional tranche contracts**

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

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

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

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

### Article 15- Contractor’s personnel and equipment

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

The enterprise shall be required to use the personnel proposed in the offer, whose team is composed as follows: *[To be specified]*.

Key personnel for the execution the works:

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

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

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

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

**15.2. Replacement of key personnel**

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

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

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

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

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

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

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

**15.4 Representative of the contractor**

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

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

**15.5 Labour legislation**

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

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

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

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

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

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

**15.6 Material proposed in the offer**.

The contractor shall use the appropriate equipment of a standard comparable to the specifications of the TF, in the execution project for the proper execution of the services in compliance with standards.

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

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

*[Specify the deadlines for the transmission of documents and for approval by the persons to be designated].*

**16.1 Work programme, Quality Assurance Plan and others [*To be specified*].**

a) Within a maximum period of [*To be specified*] from the notification of the administrative order to start the works, the administration’s contracting partner shall submit, in [T*o be specified]* copies, for approval [*by the Contract Manager after the opinion of the Project Manager (or Engineer)*] the works execution schedule, his supply schedule, his draft Quality Assurance Plan (QAP) and his Environmental Management Plan, if applicable.

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

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

Two (2) copies of these documents shall be returned to him/her within [*To be specified]* of their receipt with:

* Or the approval note, ‘GOOD FOR EXECUTION.’
* Or the mention of their rejection together with the reasons for the rejection.

The administration’s contracting partner shall then have [*To be specified*] to submit a new project. The Contract Manager or the Project Manager shall then have a period of [T*o be specified*] to give his approval or make possible comments. The time limits for approval of the execution project are suspensive of the execution deadline.

The approval given by the Contract Manager or Project Manager shall in no way reduce the liability of the contractor. However, work carried out before the approval of the programme will not be recorded or remunerated unless it has been expressly ordered. The updated and approved schedule will become the contractual planning.

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

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

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

**16.2 Execution project**

a. Within a maximum period of [*to be specified]* days from the date of notification of the administrative order to commence works, the Contractor shall submit to the Engineer or the Project Manager, as the case may be, for approval, an execution project in [t*o be specified*] copies including especially:

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

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

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

### Article 17: Provision of documents and site

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

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

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

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

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

* 1. **Insurance**

1. As soon as the contract is notified, the contractor must take out an insurance policy with one or more approved insurance companies to cover the risks associated with the execution of the services covered by the contract.
2. The following insurance policies are required under this Contract for the minimum amounts, deductibles, and other minimum conditions within fifteen (15) days of notification of the contract (To be specified according to the list below):

* Third-party liability insurance covering the risk of bodily injury caused to third parties or the risk of death of third parties (including the Project Owner’s personnel), the risk of loss or damage occurring during the execution of the work to property during supply or assembly or installations; if applicable;
* Site all risks Insurance covering loss or damage to the facilities on site, occurring prior to completion of the facilities, with an extended warranty covering the Contractor’s liability for loss or damage occurring during the warranty period, for so long as the Contractor remains on site to discharge his obligations during the warranty period.
* Ten-year liability insurance, where applicable.
* Other insurance. Any other insurance that may be specifically agreed between the parties to the contract.

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

### Article 19- Subcontracting

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

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

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

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

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

### Article 20- Site laboratory and tests

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

20.1 The trials, if applicable, provided for under this contract include: [*to be specified].*

20.2 The necessary laboratory equipment and materials are: [*to be specified]*.

20.3 The modalities for the implementation of these trials are: [*to be specified].*

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

### Article 21: Site logbook and meetings

**21.1 Site logbook.**

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

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

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

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

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

**21.2 Site meetings**

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

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

### Article 22: Use of explosives

*[Specify possible restrictions or prohibitions].*

## CHAPTER III: ACCEPTANCE

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

At least ten (10) days before the provisional acceptance of the subsequent contract, the contractor must provide the Project Owner or the Delegated Project Owner with the following documents [Specify specific provisions as appropriate]:

1. Copy of the invoice or detailed account describing the work, indicating its quantities, price and total amount;

2. Notification of acceptance;

3. Copy of the final bond; 

4. Copy of insurance, if applicable;

5. Other to be specified.

### Article 24: Provisional acceptance

**24.1 Preliminary operations to provisional acceptance**

Before provisional acceptance, the contractor shall ask the Project Owner or the Delegated Project Owner in writing, with a copy to the Engineer, to organise a technical inspection prior to acceptance.

This visit includes, among other operations: [List operations].

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

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

1. When these operations are carried out by a technician, he draws up a report proposing acceptance, repair, improvement or rejection, which is sent to the committee for its decision.
2. **The technical acceptance committee** or the technician assigned to this task must check the qualitative, technical and quantitative conformity of the work.

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

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

**24.2 Preliminary operations to acceptance**

The Contractor must inform the Contract Manager of the date on which he wishes the work to be accepted, no later than [To be specified] days before the end of the contractual period.

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

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

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

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

**24.3 Composition of the acceptance committee**

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

* **Chairperson:** The Project Owner or the Delegated Project Owner or his representative;
* **Rapporteur:** The Project Manager or the Contract Engineer (if there is no Project Management);
* **Members:**
* The Contract Manager or his representative ;
* The Contract Engineer (if there is a Project Management) / Rapporteur [if there is no Project Management];
* The Project Owner’s or the Delegated Project Owner’s stores-accountant in accordance with the circular implementing the finance law for the year [To be specified].
* Other members [to be specified];
* **Observer:** The MINMAP representative;
* **Guest:** The Contractor;

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

**24.4. Partial acceptances** *[Indicate if partial acceptances are provided].*

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

**24.5. Start of the guarantee period** *[Indicate whether or not the guarantee period starts on the date of this provisional partial acceptance].* 

**24.6 Taking possession of the works**

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

**24.7- Rejection**

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

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

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

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

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

25.1 *[Indicate the list of other documents to be provided within 30 days after provisional acceptance].*

25.2. *[Indicate the amount to be withheld from the guarantee in terms of penalties for failure to provide the said documents].*

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

**26.1 Guarantee period**

The duration of the guarantee is [To be specified] from the date of provisional acceptance of the works or partial acceptance where applicable (to be specified).

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

**26.2 Maintenance during the guarantee period**

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

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

### Article 27- Final acceptance

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

27.2 The Project Manager [*may or may not]* be a member of the committee.

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

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

**Article 28- Legal guarantee**

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

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

## CHAPTER IV: FINANCIAL CLAUSES

### Article 29- Contract price

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

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

### Article 30- Place and method of payment

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

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

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

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

### Article 31- Guarantees and bonds

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

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

***31.1 Final Bond***

1. It shall be constituted by the contract holder and sent to the Contract Manager within a maximum of twenty (20) calendar days from the date of notification of the contract and, in any case, before the first payment.
2. The amount is set at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[To be specified. It is between 2 and 5% of the amount of the contract including VAT, increased, where applicable, by the amount of any amendments*].
3. The guarantee shall be expressed in the currency(ies) of the Contract, or in a freely convertible currency satisfactory to the Project Owner or Delegated Project Owner, and shall follow one of the models provided in the Tender File, as specified by the Project Owner or Delegated Project Owner in the SAC, or any other document satisfactory to the Project Owner or Delegated Project Owner.
4. The substitution methods of the security are provided for in Article 140 of the Public Contracts Code.
5. The final bond will be returned consecutively by the Project Owner or the Delegated Project Owner within a period of one month following the date of provisional acceptance of the works, following a release order issued by the Project Owner or the Delegated Project Owner at the request of the contractor.
6. Small- and medium-size enterprises with national share capital and managed by nationals, as well as civil society organizations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage or a bond issued by a banking institution or financial body authorized in accordance with the instruments in force

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

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

***31.3 Performance bond*** *(in replacement of retention bond)*

[*Where the contract has a guarantee or maintenance period, the retention bond shall be set at [10%maximum] of the amount of the contract inclusive of all taxes (IAT), increased, as appropriate, by the amount of the contract amendments].*

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

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

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

### Article 32- Price variation

32.1 The prices are firm or revisable [*choose one of the two options to be specified in accordance with the modalities of the Code].*

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

32.2 Price updating conditions (if applicable).

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

*[Price revision or updating pursuant to the contractual clauses shall not give rise to the signing of a contract amendment].*

### Article 33- Price revision formulae

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

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

### Article 34- Price updating formulae

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

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

### Article 35- Works executed under State supervision

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

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

35.2 In the event of duly established default by the Administration’s contracting partner, the Project Owner or Delegated Project Owner may, failing to terminate the contract, and after the written authorisation of the Authority in charge of Public Contracts, prescribe total or partial supervision at the cost and risks of the said contracting partner. *[Refer to the separate instrument of the Authority in charge of public contracts laying down the conditions for executing works under State supervision.]*

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

### Article 36 : Valuing the supplies

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

*The terms for the payment of these advances are laid down in the Public Contracts Code.*

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

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

### Article 37- Advances

37.1 The Project Owner or Delegated Project Owner [*will or will not*] grant a start-off advance *[not exceeding 20% of the contract amount inclusive of all taxes (IAT)].*

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

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

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

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

### Article 38- Payment of works

**38.1 Ascertainment of works executed**

*Before the end of each month,* the administration’s contracting partner and the Engineer *[or the Project Manager, if applicable]* shall jointly establish a job cost sheet summarising and fixing the quantities realised and recorded for each item in the list during the month and that may give entitlement to payment.

38.2 **Provisional detailed accounts**

*Provisional detailed accounts must be prepared in seven copies at a frequency of:* [*To be specified between one (1) and three (3) months*].

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

The Contract Manager on his part has a period of: [*To be specified (from zero (0) to twenty-one (21) days)* to proceed with the liquidation and its transmission to the accounting officer in charge of payment with a copy to the body in charge of external control.

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

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

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

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

**38.3 Final detailed account**

*[Indicate the period available to the administration's contracting partner to forward the draft to the Project Manager or the Engineer, after the date of provisional acceptance of the works (maximum 1 month)]*

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

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

38.3.1 *[indicate the period available to the Contract Manager to notify to Project Manager the corrected and accepted draft (maximum 1 month)].* 

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

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

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

**38.4 General and Final detailed account**

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

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

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

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

**35.8.2** [*Indicate the period within which the contractor must return the signed general and final detailed account (maximum 1 month)].*

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

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

### Article 39- Interests on overdue payments

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

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

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

N = Number of calendar days of delay;

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

### Article 40- Penalties

1. **Penalties for delay**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Article 42- Tax and customs regulations

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

The tax regime applicable to this contract notably comprises:

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

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

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

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

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

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

## CHAPTER V: MISCELLANEOUS PROVISIONS

### Article 44- Termination of the contract

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

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

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

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

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

of the following cases:

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

### Article 45- Case of force majeure

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

Under this contract, “force majeure” refers to [Specify the GAC provisions and some special situations, as the case may be].

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

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

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

### Article 46- Disputes and litigation

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

Where no amicable solution is found for the dispute, it shall be brought before the competent Cameroonian court, subject to the following provisions: [*To be filled, if applicable*].

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

Drafting or arranging the contract constituent documents shall be done by the Project Owner. The reproduction cost of [*Twenty (20)*] copies of this contract to be subscribed by the contractor shall be borne by the Project Owner.

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

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

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

**Note on the preparation of the Special Technical Clauses**

*(This note on the preparation of the Special Technical Clauses is provided solely for information to the Project Owner or Delegated Project Owner or the persons who shall prepare and finalise the Tender File and must not feature in the final documents).*

**Principles to be followed**

1 For bidders to be able to meet the conditions set by the Project Owner or Delegated Project Owner in a realistic and competitive manner and without having to include reservations or special clauses in their tenders, there is need for clear as well as precise Special Technical Clauses and plans. In the case of an international invitation to tender, these specifications and plans must be established in a way as to ensure as wide competition as possible while at the same time, clearly stating the criteria which the works, structures, materials and services subject of the contract must meet. It is only on this condition that the objectives of economy, efficiency and equity in the award of the contract may be met, that the compliance with the bids shall be ensured and the subsequent bid evaluation work may be facilitated. Special Technical Clauses must require that all the supplies and materials necessary for the execution of the works be new, not used and the most recent or current model and unless the contract specifies otherwise that they include all the latest improvements on the design or materials.

2 In principle, most Special Technical Clauses are chosen and defined by the Project Owner or Delegated Project Owner in relation to the works provided for in the said contract. Therefore, there is no model technical specifications applicable in all cases, whatever the sector considered but there are well-established principles and practices and these documents reflect them. That is why the Project Owner or Delegated Project Owner must ensure that these specifications are not restrictive. By specifying the criteria the works, structures, materials and services subject of the contract must meet, it is appropriate to use, as far as possible, internationally recognised criteria. If other special criteria are used, the specifications must specify that the types of supplies, materials and works meeting other generally admitted criteria and ensuring equal or superior quality to that targeted by the criteria mentioned shall also be accepted.

The Special Technical Clauses shall in particular include detailed information concerning the following factors:

I. Description and consistency of works and structures;

ii. Organisation of the site and preparatory works;

iii. Origin, quality and preparation of materials;

iv. Method of execution of works.

**Technical variants**

3. In accordance with the General Regulations Governing the Invitation to Tender, the Project Owner or Delegated Project Owner shall decide, if applicable, whether he authorises bidders to include technical variants in their bids. These variants are justified in the cases where it is possible to envisage options which cost could be less than the technical solutions indicated in the Tender File. The Project Owner shall normally indicate the types and/or sections of the works for which variants may have a comparative advantage because of the particular skills of the bidders. For example, it could concern the following works:

* Foundations (*use of patented processes and special materials; type, diameter, length and density of piles, construction details*; etc.);
* Pillars, beams, floors (reinforced concrete, prestressed, etc.);
* Patented processes for powering up concrete structures;
* Covering the surfaces of the structures;
* Hydraulic materials, covers and piping and conduit joints, borehole, wells;
* Structures and pavement materials (bituminous-bound graded aggregate, cement-bound graded aggregate, asphalt, concrete, etc.);
* Configuration and mounting of electricity transmission towers, hydroelectric dams;
* (Street) Lighting of pavements.

The file shall contain a description of works for which variants are allowed with the necessary references to plans, specifications, price schedules and unit costs, design, trials and control criteria. It shall also be specified that variants shall at least be equivalent, in their structure and functioning, to the design parameters and specifications indicated in the file. Finally, it will be required that the variants be accompanied by all the necessary information to enable the Project Owner or Delegated Project Owner make the evaluation.

Consequently, the bidder must be invited to include in his bid, the drawings, calculation notes, technical specifications, details of prices, methods and construction processes and any other appropriate detail. As specified, where need be, in the General Regulations governing the invitation to tender, the technical variants submitted in this manner shall be considered and evaluated by the Project Owner or Delegated Project Owner based on their own merit and irrespective of the fact that the bidder offered a price or not for the basic solution defined in the Tender File.

**Drawings and Files**

4. The Tender File shall normally include a series of drawings and files including among others, a site plan indicating the location of the site in relation to the local geography. An indication of the main roads, airports, railways and electricity networks is also useful. Construction plans, even if they are not detailed, must provide sufficient information to enable bidders understand the nature and complexity of the works envisaged and be able to cost the prices requested in the schedule of prices and Detailed Quantities and cost estimate.

5. In general, the drawings and files shall be put together in a specific section of the Tender File and in the form of a separate volume; of a format that may be different from the other documents of the file. This format shall be dictated by the scale of the maps and drawings that must not be reduced to the point of rendering the details unreadable.

.

**DOCUMENT No. 6****UNIT PRICE SCHEDULE FRAMEWORK**

**Note on the schedule of prices**

*(This note relating to the preparation of the schedule of prices is provided to the Project Owner or Delegated Project Owner or persons who will prepare the Tender File for information purposes only. It must not feature in the final documents).*

The framework of the unit price schedule must be exhaustive and precise. In particular, all the elementary tasks must be defined and the units of measure specified.

**Objectives**

The objectives of the Price Schedule are:

a. To ensure a proper understanding of the prices of the bids to be evaluated on the basis of a nomenclature defining these prices in relation to the elementary tasks constituting a price item;

a. To ensure, once the contract is concluded, the evaluation and payment for works executed. To achieve these objectives, the schedule of prices must record the works in a detailed manner so as to make a distinction between the various types of works or between works of the same nature executed at different locations or under any other conditions likely to give rise to variations in costs, bearing in mind that prices also include any suggestions resulting from the application of administrative and technical provisions laid down in the written documents.

**Price series**

In a schedule of prices, prices are grouped in headings so as to distinguish between parts of the works which by nature, access, calendar or any other characteristic may give rise to variations in the construction methods or sequence of works or costs considerations. These headings constitute price series.

**Units of measure**

The metric system shall be used and the following abbreviations recommended:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Metre | : m | Centimetre | : cm | Millimetre | : mm |
| Hectare | : ha | Square metre | : m2 | Square millimetre | : mm2 |
| Litre | : l | Cubic metre | : m3 | Unit | : u |
| Kilogramme | : kg | Tonne | : t | Fixed | : ft |
| Second | : s | Hour | : h |  |  |

**Presentation of schedule of prices**

The schedule of unit prices must be presented in the form of a table with three columns. The codes of the series and of the price appear in the first column; the definition of services comprising the price, the unit of measure and the amount in words constitute the second column; the third column is reserved for the amount of the price in figures. This last column is liable to be broken up in as many columns as there are monetary units of payment.

*[To be prepared and inserted in the Tender File by the Project Owner or Delegated Project Owner]*

*[Draw inspiration, where necessary, from the example contained in the Model Tender File]*

**Unit price schedule model**

*(Case of road works)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description of tasks and unit prices | Units | Unit price in figures in CFA F | Unit price in figures in currency, where necessary | Unit price in words |
| **100** | **Series 100- Site installation**  **Site installation**  This price remunerates at a fixed price the installation costs of the site as well as the supply and removal of materials. It includes:  -The cost of acquisition or temporary occupation of the necessary land, compensations of all types;  -The preparation of areas, construction, building of site sheds, workshops, warehouses, lodging facilities, offices and the laboratories of the Contractor and Project Manager;  -The administrative offices according to the plan provided by the Project Manager;  -Drinking water supply and electric energy to the work site and the evacuation of waste water after cleaning and purification by septic tank;  Telephone networks;  -Costs for maintenance, cleaning and exploitation of premises, workshops, warehouses including security service;  -The supply and removal of material and heavy machinery necessary for the execution of works, including especially the crushing plant, the concrete mixing plant, site weighbridge, earth works, drainage, pavement and transportation equipment;  The construction and maintenance of access roads to the site;  The control and verification of the plans of the invitation to tender;  The removal at the end of the works of all excess materials and restoration of the premises;  -Obligation of ensuring traffic during works;  Payment will be made in the following manner:  - Proportionally to the progress and within limits:  \*Eighty-five percent (85) after the installation of the site | FT |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description of tasks and unit prices | Units | Unit price in figures in CFA F | Unit price in figures in currency, where necessary | Unit price in words |
|  | **Series 100- Site Installation *(****continued)*  **Site installation** (continued)  \*Fifteen (15) percent after disassembling, clearance of the worksite, restoration of the site and submission by the Contractor of the file of compliant plans  with the execution (as-built plans).  FIXED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | F |  |  |  |
| **201** | **Series 200 - Clearing of works areas and earthworks**  **Bush clearing and scraping of top soil**  This price covers the cleaning of the land by clearing the bush and stripping the top soil to an average thickness of [figures] cm carried out within the roadbed in accordance with the technical specifications.  This price includes:  - Clearing, removal of grass, scrub and hedges;  - The felling of shrubs and trees whose circumference measured at [figure] m from the ground is less than one (1) m  - Cutting up of shrubs;  - Removal of the stumps and roots of these shrubs and trees;  - The collection, removal, transport and evacuation of trees, shrubs and stumps and their dumping and storage outside the right-of-way in a location approved by the Project Manager;  - The backfilling of the top soil, its loading, transport over any distance, unloading and temporary or permanent storage in a place approved by the Project Manager;  - Any works related to land clearing.  THE SQUARE METRE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Share in currency (national or to be specified)  Share in other currencies (*in percentage or amounts*) | **M2** |  |  |  |

**DOCUMENT No. 7****DETAILED QUANTITY AND COST ESTIMATE SCHEDULE**

**Note on the detailed quantities and estimates**

*(This note relating to the preparation of the Detailed Quantities and Estimates is provided to the Project Owner or Delegated Project Owner or the persons who will prepare the Tender File only for information purposes. It must not feature in the final documents).*

**Objectives**

The objectives of the detailed quantities and estimates are to provide sufficient information with regard to the nature and volume of the works to be carried out to ensure a correct and precise preparation of bids.

To achieve these objectives, the schedule of prices and the detailed quantities and estimates must list out the works in a detailed manner to make a distinction between the various nature of the works or between works of the same nature executed at different sites or under all other conditions likely to give rise to price variations. Once these requirements are met, the framework and the content of the schedule of prices and the detailed quantities and estimates must also be simple and concise as far as possible.

**Detailed Quantities and Estimates**

In general, the Detailed Quantities and Estimates shall include the following headings:

a. The units according to the metric system used;

b. The quantities of works to be executed per category;

c. The unit prices in conformity with those of the schedule of prices;

d. The sub-total per category;

|  |  |  |
| --- | --- | --- |
| e. | The total exclusive of VAT; |  |
| f. | VAT is equal to | % of the amount exclusive of VAT; |

|  |  |  |
| --- | --- | --- |
| g. | The AIR (Income Tax Deposit) is  or TSR (Income Tax) At the rate in force | % of the amount exclusive of VAT; |
| h. | The total all taxes inclusive. |  |
| I. | Net to be paid |  |

**Model of detailed quantities and estimates framework**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Price No.** | **Description of structures** | **Unit** | **Qty** | **Unit prices** | | **Total price** | |
| (CFA F EVAT) | In currencies,  where need be | (CFA F EVAT) | In currencies,  where need be |
|  | Series 400- Drainage and various structures |  |  |  |  |  |  |
| 401 a b c d e f g h  402  a b c  403  403A  403A1  a b c  403A2  a b c  403B  403B1  403B2  a b c | Construction of ditches  Triangular earth ditch  Triangular rocky soil ditch  Trapezoid earth ditch  Rectangular concrete ditch Trapezoid concrete ditch  Trapezoid dug ditch  (Re)Shaping of existing ditches  REINFORCED CONCRETE PIPES Six hundred (600) mm diameter reinforced concrete pipe  Eight hundred (800) mm diameter reinforced concrete pipe  One thousand (1,000) mm diameter reinforced concrete pipe  HEADWORKS  REINFORCED CONCRETE HEAD STRUCTURES  *Head structure for pipe of diameter (figure) mm*  • Simple  • Double  • Triple  Head structure for pipe of diameter (figure) mm  • Simple  • Double  • Triple  MASONRY HEAD STRUCTURES  *Head structures for simple pipe of diameter (figure) mm*  *Head structures for simple pipe of diameter (figure) mm*  • Simple  • Double  • Triple  TOTALSERIE400 | ml  ml  u  u  u  u |  |  |  |  |  |

**SUMMARY TABLE**

|  |  |  |
| --- | --- | --- |
| **Series No.** | **Structures** | **Total price** |
| 100 | Installation of site |  |
| 200 | Clearing of the area of works and earthworks |  |
| 300 | Pavements |  |
| 400 | Drainage and various structures |  |
| ---- |  |  |
|  | **Grand total of structures (CFA F EVAT)** |  |
|  | VAT\_\_\_\_\_% |  |
|  | AIR |  |
|  | **Grand total (CFA F ATI)** |  |
|  | Net to be paid |  |

Approved this detailed quantities and estimates at the sum of (in words) ……………………… ………………………… CFA F ATI

Date and Signature

**DOCUMENT No. 8****FRAMEWORK OF S****UB-DETAIL OF PRICES**

## Note on the presentation of the sub-detail of prices and taxes

1. A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the appraisal of the quality of the price proposed by a bidder.

It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. In any case, they must include the following elements:

a. Detail of the sales coefficient according to the model presented after this note;

b. Non-flexible (cost without services) cost price of the materials provided for the site;

c. Non-flexible (cost without services) cost price of the supplies necessary for the site;

d. Cost of local and expatriate workforce;

e. For each price on the schedule of prices, a form resulting from points 1, 2, 3 and 4 above indicating the outputs leading to the unit prices; 

f. The precise sub-detail of lump sums for the installation of the site camp, the supply and taking back of the material, laboratory and its equipment, development of a quarry (where applicable), etc.;

g. The precise sub-detail of lump sums for the construction, maintenance of premises and the provision of means put at the disposal of the Administration;

h. The sub-detail of dues and taxes.

2. Presentation framework of the sales coefficient, also called the coefficient of overheads.

A. Site overheads

-Studies …..

-… …..

-…

Total C1

B. Head Office overheads

-Head office charges …..

-Financial charges …..

-… …..

-Risks and profits …..

Total C2

Sales coefficient K = 100/ (100-C) with C=C1+C2

3 The Project Owner or Delegated Project Owner may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

Model sub-detail of prices

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Schedule of sub-detail of prices** | | | | | |
|  | DESCRIPTION | ***Backfill of excavations*** | | | |
| **Price No.** | **Daily output** | **Total quantity** | | **Unit** | **Duration of activity (days)** |
| 1.5 |  |  | | m3 | 1.0 |
|  | **CATEGORY** | **Daily wage** | | **days invoiced** | **Amount** |
| MANPOWER |  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | | **TOTAL A** |  |
|  | **TYPE:** | **Daily wage** | | **days invoiced** | **Amount** |
| EQUIPMENT AND MACHINES |  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  |  | | **TOTAL B** |  |
|  | **TYPE:** | **Unit price** | | **Consumption** | **Amount** |
| MATERIALS |  |  | |  |  |
|  |  | |  |  |
|  |  |  |  |  |
|  |  |  | | **TOTAL C** |  |
| D | **TOTAL DIRECT COSTS** |  |  | **A+B+C** |  |
| E | Site overheads (X%\*D) | | |  |  |
| F | Head Office overheads (Y%\*D) | | |  |  |
| G | Actual cost | | | D+E+F |  |
| H | Risk + Benefit (Z%\*G) | | |  |  |
| I | TOTAL SALES PRICE TAX EXCLUSIVE | | | G+H |  |
| J | UNIT SALES PRICE TAX EXCLUSIVE | | | I/Qty |  |

**DOCUMENT No. 9****CONTRACT MODEL**

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

----------

*[Indicate the Contracting Authority]*

----------

REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

----------

*[Indicate the Project owner or Delegated Project Owner]*

----------



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

Awarded through invitation to tender No. …........................………/\_\_\_\_\_\_\_IT/PO or DPO/TB/00 of…

Project Owner or Delegated Project Owner *[Indicate name and full address*]

**HOLDER :** *[indicate name and full address of holder]*

P.O. Box , Tel: Fax:

Business Register No. Taxpayer’s No. RIB (Bank Identity Statement): \_\_\_\_\_\_\_\_\_

**SUBJECT** *Execution of works…;*

*Lot No. ; Network*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Section No.*** | ***Road No.*** | ***Itinerary*** | *Length (km)* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| ***Total*** | | |  |

PLACE :Region …………………………………………………………………………..…

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

AMOUNT IN CFA F:

|  |  |
| --- | --- |
| ATI |  |
| EVAT |  |
| VAT |  |
| AIR |  |
| Net to be paid |  |

**FINANCING:** [*indicate the source of financing*]

**BUDGETARY HEAD**: [t*o be filled*]

SUBSCRIBED

SIGNED ON,

NOTIFIED ON,

REGISTERED ON,

**Between**:

The Cameroon administration, represented by ………………………………………….

Hereinafter referred to as "the Project Owner or the Delegated Project Owner”

**On the one hand**,

**And**

**The company** …………………………………………

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

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

Represented by Mr/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its Managing Director or his/her representative,

Hereinafter named **"the contracting partner".**

**On the other hand,**

It was agreed and approved as follows:

**Contents**

Part I: Special Administrative Clauses (SAC)

Part II: Special Technical Clauses (STC)

Part III: Unit Price Schedule (BPU)

Part IV: Detailed Quantity and Estimate (DE)

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

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

*For the execution of works…………………………………………………..*

*Lot No. ; Network*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Section No.*** | ***Road No.*** | ***Itinerary*** | *Length (km)* |
|  |  |  |  |
|  |  |  |  |

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

Amount of the contract or Jobbing Order in CFAF:

|  |  |
| --- | --- |
| ATI |  |
| EVAT |  |
| VAT |  |
| AIR |  |
| Net to be paid |  |

**Read and approved by the service provider**

*[Place], on the …………………………………….…*

**Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **[Project Owner or Delegated Project Owner]**

*[Place], on the…………………………………………………………….*

**Registration**

*[Place], on the………………………………………..*

**DOCUMENT No. 10****MODEL OF FORMS TO BE USED BY BIDDERS**

**Note on the model documents to be used**

The bidder must fill and present in his bid the model tender in conformity with the provisions contained in the Tender File.

He must provide a bid bond using the model presented in this document. The draft contract must include all the corrections and modifications done on the retained bid resulting from the correction of errors, in accordance with Article 30(2) of the General Regulations Governing the Invitation to Tender, of the price updating in application, where need be, of Article 14 of the General Regulations Governing the Invitation to Tender because of the duration of the evaluation of bids, the choice of an alternative bid, acceptance of variations deemed acceptable or any other mutually acceptable modification allowed by the Tender File, such as a change of the key personnel, subcontractor, works execution schedule, etc.

Models of final bonds and start-off advance bonds must not be filled during the preparation of bids. Only the retained bidder shall be invited to provide the final bond and the start-off advance bond in conformity with one of the models presented in this document. Any failure by the Contractor to fulfil his obligations under this contract shall constitute a cause for seizure of the final bond provided that such breach has been established by the Project Manager/Project Owner. Once this guarantee is requested, the guarantor must comply without any other procedure.

TABLE OF MODELS

Appendix No. 1. Model of the Declaration of the Intention to Tender …………………….……………… 138

Appendix No. 2. Tender Model …………………………………………………………….. 139

Appendix No. 3. Bid Bond Model ……………….………………………………………… 141

Appendix No. 4. Final Bond Model ………………………..…………………………….. 143

Appendix No. 5. Start-up Advance Bond Model …………..…………………………. 145

Appendix No. 6. Model of Performance Bond in Replacement of the

Retention Bond ………………………..………….…………………… 146

Appendix No. 7. Tender Letter for Technical Proposal …………….…………….. 147

Appendix No. 8. Planning Schedule Model ……………………………..……………. 148

Appendix No. 9. Model List of the staff to be mobilised …………………..…….. 151

Appendix No. 10. Model Sheet for Services Likely to be

Subcontracted ………………………………………….……………… 152

Appendix No. 11. Curriculum Vitae (CV) model for proposed specialised

personnel …………………………………………….…………………. 153

Appendix No. 12. Candidate’s References ………………………….…………………. 156

Appendix No. 13. Description of the proposed methodology and work plan

for accomplishing the mission …………………………….………. 157

Appendix No. 14. Model of information sheet relating to essential

equipment, if applicable …………………..……………….………. 158

Appendix No. 15. Model of site visit sworn statement ………………….….……… 159

## 

## Appendix No. 1: Model of the declaration of the intention to tender

I, the undersigned,

Nationality:

Domicile:

Duty:

By virtue of my capacity as Managing Director, after taking cognisance of Tender File No. *[indicate the nature of works].*

Hereby declare the intention to tender for this Call for Tenders.

Done at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, name, and stamp of the bidder

## Appendix No. 2: Tender model

I, the undersigned …......................………………………….......................………… [i*ndicate the name and the capacity of the signatory]* representing the………………………..,enterprise or group of enterprises (8)………………………….. with Head office at………………………………………………………………………………………registered in the Trade Register of ………...............………… under No. ………………........................…

Having taken cognisance of all the documents contained or mentioned in the Tender File including the addenda,

No.……..........................................………… [*Recall the subject of the invitation to tender*]

- Submit and commit myself to deliver the supplies or execute the services in accordance with the Tender File, in return for the prices that I have established myself based on the price and quantity schedules, which prices give the amount of the offer for lot No. ……................. at

- ……………....................................................[*in figures and words*] CFA francs exclusive of VAT, and at

………………........................................................ CFA francs all taxes inclusive. [*in figures and words*]

- I undertake to execute the services within a deadline of…...............……… months

- I further pledge to maintain my offer within the period of………............. days *[indicate the validity period, in principle 90 days]* as from the deadline for the submission of offers.

- I entirely adhere to the integrity charter and the commitment statement to comply with environmental and social clauses attached to this TF.

The rebates offered and the application modalities of the said rebates are as follows:

…………………………………………………………………………………………………………………………………………………………..........................................................................................................................................................................................................................

………………………………………………………………………………………………………………

The Project Owner or the Delegated Project Owner will pay the sums owed under this contract by crediting account number No. ………..............………. opened in the name of ………............in………… Bank ………...........................................………. Branch ………...........................................

Prior to the signing of the contract, this bid accepted by you shall constitute a commitment between us.

*Done in……….......................................….*

*on………..........................................……….*

Signature of…………………………………..

In the capacity of………......................................……duly authorised to sign bids for and on behalf of (9) ………...........................................……….

*(8)Delete the unnecessary indication*

*(9)Attach power of attorney*

## Appendix No. 3: Bid bond model

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 offer on ……………......................for……….. *[recall the subject of the Invitation to tender]*, hereinafter referred to as “the offer”, and to which shall be attached a provisional bond equivalent to *[indicate the amount]* in CFA francs.

We…………....................…........................ ..… ……. . *[name and address of the financial body],* represented by……………...........................……….. *[names of signatories]*, hereinafter referred to as “the financial body”, declare to guarantee payment to the Project Owner *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 offer during the validity period specified for in the Tender File;

or

If the bidder, having been notified of the award of the contract by the Project Owner or the Delegated Project 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 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 date of signature and from the deadline set by the Project Owner *or* the Delegated Project Owner for the submission of offers. It shall remain valid up till the thirtieth day inclusive following the deadline for the validity of offers. Any request from the Project Owner *or* the Delegated Project 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. 4: Final bond model

Financial body:

Bond reference: No. *……………..................................………..*

Addressed to *[indicate the Project Owner or the Delegated Project Owner and his address] Cameroon, hereinafter referred to as “the Project Owner“*

Whereas *…………….................................. .............................… ……. . [name and address of Supplier or service provider]*, hereinafter referred to as “the Supplier *or service provider*”, committed himself, in execution of the contract referred to as “the Contract “, to be executed

*[indicate the nature of the supplies and ancillary services]*

Whereas it is stipulated in the contract that the Supplier shall entrust to the Project 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 proper execution in accordance with the terms of the contract,

Whereas we have agreed to give the Supplier this guarantee,

We,*……………............................................[name and address of the bank]*, represented by *……………......................................................................................................... [names of signatories]*, hereinafter referred to as “the financial body”, we commit ourselves to pay to the Project Owner or the Delegated Project Owner, within a maximum deadline of eight (8) weeks, upon simple written request of the latter declaring that the Supplier or service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to differ the payment nor raise any contests for whatever reason, any sum up to the sum of *……………........................................... [in figures and in words]* .

We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bid bond and we hereby incline to the notification of any modification, addendum or change.

This final bond shall enter into force as soon as it is signed and upon notification of the contract. The bond shall be released within a deadline of (*indicate the deadline*) from the date of the provisional acceptance of the supplies.

Beyond the deadline referred to above, the bond shall be baseless and should be automatically returned to us without any form of procedure.

Any request for payment formulated by the Project Owner or the Delegated Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the validity period of this commitment.

This final bond shall, for the purpose of its interpretation and execution be subject to Cameroon Law. Cameroon courts shall be the sole jurisdictions competent to rule on this commitment and its consequences.

*Signed and authenticated by the financial body*

*at……………..........................………..,on ………..........................………..*

*[Bank’s signature]*

**AppendixNo. 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]*,

Project Owner or the Delegated Project Owner *[Address of the Project Owner or the Delegated Project Owner] (“*the beneficiary”*)*

The payment without contest and upon receipt of the first written request by the beneficiary, declaring that ………….................…….. *[the holder]* did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract………….................…….. of …………..................................…….. relating to the supplies and ancillary services *[indicate the invitation to tender subject and references and the lot, if possible]*, of the maximum total sum corresponding to the advance *[forty (40%) and thirty (30%) (respectively for supply contracts and ancillary services)*] of the amount all taxes inclusive of Contract No.………….......................…….., payable upon notification of the corresponding Administrative Order, that is:…………......... CFA francs

This bond shall enter into force and take effect upon reception of the respective parts of this advance on the accounts of …………..........................……..*[the contract holder]* open in the bank………….................……... under No. …………....................

It shall remain in force up to the reimbursement of the advance in accordance with the procedure set in the Special Administrative Conditions. However, the amount of the bond shall be reduced proportionally to the reimbursement of the advance and as it is reimbursed.

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

*Signed and authenticated by the financial body*

*at……………..........................……….., on……………..........................………..*

*[signature of the financial body]*

**Appendix No. 6: Model of performance bond in replacement of the retention bond**

Financial body: …………...........................……………………

Bond reference: No. …………...........................……………………

Addressed to *[Indicate the Project Owner or the Delegated Project Owner]*

*[Address of the Project Owner or the Delegated Project Owner]*

Hereinafter referred to as “the Project Owner or the Delegated Project Owner”

Whereas ………….................................................................name and *address of the supplier or service provider]*, hereinafter referred to as “the Supplier”, commits himself, in execution of the Contract, to deliver the supplies of [*indicate the subject of the services*]

Whereas it is stipulated in the contract that the retention bond set at *[percentage below 10% to be specified]* of the amount of the contract all taxes inclusive may be replaced by a several guarantee,

Whereas we have agreed to provide the Supplier with this surety,

We, …........................... *address of the financial body]*, represented by …...........................*names of the signatories]*, and hereinafter referred to as “financial body”

Hence, we hereby affirm that on behalf of the Supplier or Service Provider, we guarantee and are responsible to the Project Owner or the Delegated Project Owner for a maximum amount of …………....................... *[in figures and in words]*, corresponding to *[percentage below 10% to be specified]* of the contract price(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 prove or give the reasons nor the reason for his request of the amount of the sum indicated above.

We hereby agree that no change or addendum or any other modification to the contract shall release us from any obligation incumbent on us by virtue of this surety and we hereby incline to the notification of any modification, addendum or change.

This surety shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release order issued by the Project Owner or the Delegated Project Owner.

Any request for payment formulated by the Project Owner or the Delegated Project Owner by virtue of this surety should be done by registered mail with acknowledgement of receipt to reach the bank during the validity period of this commitment.

This guarantee shall, for purposes of interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

*Signed and authenticated by the financial body*

*at…………….,on …………………*

*.[signature of the financial body*

*(10) Case where the surety is established once works start and covers the total guarantee, that is 10% of the contract****.***

## Appendix No. 7: Tender letter for technical proposal

[Place, date]

To: [Name and address of the Project Owner]

Sir/Madam,

We, the undersigned, [function to be specified], are pleased, in accordance with your TF No. …… of …….. on ..…., wish to submit here attached, our technical proposal for the supply subject of the said TF.

In case this proposal is selected, we are entirely ready, based on the personnel proposed, to begin negotiations for the smooth execution of the project.

We therefore commit ourselves to firmly comply with the content of the said technical proposal, subject to possible amendments that may stem from the negotiations of the contract.

Yours Faithfully,

Signature of the authorised representative

Name and function of the signatory:

Candidate’s name:

Address:

## Appendix No. 8: Planning schedule model

## Note on the presentation of plannings

The quantities, daily outputs, the duration of execution of works and the slowdowns or even interruptions should clearly appear on the planning.

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

*[The frameworks of planning to be prepared and inserted in the Tender File by the Project Owner]*

**ACTIVITIES SCHEDULE (WORK PROGRAMME)**

1. **Specify the nature of the activity**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | *[Months or weeks from the start of the mission]* | | | | | | | | | | | | |
|  | 1er | 2e | 3e | 4e | 5e | 6e | 7e | 8e | 9e | 10e | 11e | 12e |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1. **Completion and submission of reports**

|  |  |
| --- | --- |
| Reports | Date |
| * + - 1. Initial report | 1er  2e  3e  4e  5e  6e  7e  8e  9e  10e  11e  12e |
| * + - 1. Progress reports          1. First progress report          2. Second report |  |
| * + - 1. Final report draft |  |
| * + - 1. Final report |  |

**SPECIALISED STAFF CALENDAR**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No** | **Name** | **Reports to be provided** | **Staff (in form of bars graph)[[8]](#footnote-8)2** | | | | | | | | | | | | | **Total staff/month** | | |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** | **Head office** | **Field[[9]](#footnote-9)3** | **Total** |
| **Staff** | | | | | | | | | | | | | | | | | | |
| 1 |  |  | [Head office] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | [Field.] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | **Sub-total** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

Reports to be provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duration of activities:

Signature: *(Authorised representative)*

Name: \_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_

**Appendix no.9: ModEl list of THE STAFF TO BE mobiliseD**

1. Key technical/management personnel

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed function** | **Minimum qualification** | **Years of**  **General experience** | **Years of specific experience**  **in**  **terms of similar projects executed** | **Position or function**  **occupied for**  **each project** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. Support staff (head office and local)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Specialisation | Position | Year of experience | Duties |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**APPENDIx no.10:** **ModEl** **OF SHEET FOR SERVICES LIKELY**

**TO BE suB-CONTRACTED / ordered**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of the Supplies** | **Quantity (Number of units)** |
|  | *[Insert the description of the Supplies]* | *[insert the quantity of items to be supplied]* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **Service No.** | **Description of service** | **Unit of measurement** |
| *[insert the number of Service]* | *[insert the description of service]* | *[unit of measurement]* |
|  |  |  |
|  |  |  |
|  |  |  |

**APPENDIX No.11: Curriculum Vitae (CV) ModEl for**

**PROPOSED SPECIALISED PERSONNEL**

Position: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Candidate’s name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Employee’s name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Profession: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Certificates: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date of birth: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Number of years of employment by the candidate :................................ Nationality: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Affiliation to associations / professional groups : . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

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

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

**Main qualifications:**

*[In about half page, give an overview of the employee’s training aspects and experience most useful to his duties within the framework of the mission. Indicate the level of responsibilities he/she executed during the previous missions, by specifying the date and place .]*

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

**Training:**

[In about one quarter page, summarise university studies and other specialised studies of the employee, indicating the names and addresses of schools or universities attended, with dates of attendance as well as the certificates obtained.]

**Attached documents:**

* Certified true copy of the highest certificate and eventually an attestation of professional trade
* Attestation of availability

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

**Work experience:**

[In about two pages, list the jobs executed by the employee since the end of studies by inversed chronological order, beginning by the present position. For each, indicate the dates, name of employer, title of the position occupied and the place of work. For the last ten years, specify in addition, the type of activity carried out, and, if applicable, the name of customers likely to provide references.]

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

**Computer knowledge:**

*[Indicate knowledge level]*

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

**Languages:**

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

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

**Attestation:**

I, the undersigned, faithfully certify that the information below clearly give account of my situation, qualifications and experience.

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

*[Signature of the employee and of the consultant’s authorised representative]*

*Day/month/year*

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

Name of the authosised representative: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**APPENDIX No.12: CANDITATE’S REfErences**

Services rendered during the last [indicate the number from 1 to 5] years that better illustrate your qualifications

Using the form below, indicate the information requested for each pertinent mission that your company /institution has got by contract, as a company alone, or as one of the main partners of a group.

|  |  |
| --- | --- |
| Name of Mission: | Country: |
| Place: | Specialised personnel provided by your company /institution (profiles) : |
| Name of Client: | Number of employees having participated in the Mission: |
| Address: | Number of months of work;  Duration of the Mission: |
| Délai : |
| Start-UP date: Date of completion:  *(mois/année) (mois/année)* | Approximate value of services  (en francs CFA HT) : |
| Name of associated/possible partner service providers: | Number of months of work of specialists provided by the associated service providers: |
| Name and functions of officials (Project Director /Coordinator, Team Official): | |
| Description of the project: | |
| Description of the services effectively rendered by your personnel: | |

Name of candidate:

**APPENDIX No.13. DescriptiON** **OF THE proposED mEthodologY AND WORK PLAN for accompliSHing THE mission**

*The technical design, the methodology and the work plan are key elements of the technical proposal. It is suggested to present the technical proposal (10 pages maximum, including tables and diagrams) divided into three chapters:*

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

*a) Technical design and methodology. In this chapter, it suggest that you should explain how you envisage the objectives of the mission, the design of the services, the methodology to carry out the activities and to obtain the results expected and the related detail. You should highlight the problems to be solved and their importance and explain the technical design you will adopt to this effect. In addition, you should explain the methodology you intend to adopt and its compatibility with the design proposed.*

*b) Work plan. In this chapter, you should propose the main activities that the mission includes, their nature and duration, spreading out and interrelations, the markers (including intermediary approvals of the contracting authority) and the dates for the presentation of reports. The work plan proposed should be compatible with the technical design and the methodology, show that the Terms of Reference were understood and can be materialised into a practical work plan. A list of final documents, including reports, sketches and tables that constitute the final product should be included in this chapter. The personnel schedule (4G) should be compatible with the work programme (4H)*

1. *Organisation and personnel, In this chapter, you should propose a structure and the composition of your team. You shall give the list of the main disciplines represented, the name of the official expert and a list of the proposed key and support staff.*

**APPENDIX No.14: MODEL** **OF information SHEET relatiNG TO ESSENTIAL EQUIPMENT, IF APPLICABLE**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description and characteristics of equipment** | **Age / Condition** | **Minimum number required**  **(column to be filled by the PO/DPO)** | **Owner/hiring** | **Year of acquisition** | **Justification** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| … |  |  |  |  |  |  |
| N |  |  |  |  |  |  |

*[Insert in the table above: (i) the list of equipment and tools required for the execution of services (ii) minimum number required for each type of equipment (iii) it may be envisaged, the provision of equipment by hiring, in which case, you should present a hiring commitment of the equipment signed and legalised by the relevant government services.]*

Note: For each equipment, attach the certified copy of the bill or registration document, if applicable

**APPENDIX No.15: ModEL OF SITE visit SWORN STATEMENT**

I, the undersigned Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Enterprise

Acknowledge that I visited this day\_\_\_\_\_\_\_\_ of the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_of the year \_\_\_\_\_\_\_

Accompanied by Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acting in the name and on behalf of the User, the site of the Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For which my enterprise intends to bid.

Having been to the site, the following observations were recorded:

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

***N.B: The service provider shall submit for each project site a statement of site visit.***

Done at ………………………., on …………………………

The bidder

(Name, first name, signature and stamp)

**DOCUMENT No.11**

**INTEGRITY CHARTER**

**Note on the Integrity Charter**

The tenderer undertakes to respect the integrity charter. In the case of a group of enterprises, all members of the group are committed to the charter; all its members must subscribe to this charter.

**integrity Charter**

**TITLE OF THE INVITATION TO TENDER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[to be specified when preparing the TF]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE “BIDDER” undertakes to respect the terms of this integrity charter**

**TO**

**THE “PROJECT OWNER”**

1 We acknowledge and testify that we are not, and that none of our group members and subcontractors are, in any of the following cases:

1.1) be in a state of or have been the subject of bankruptcy, liquidation, judicial settlement, cessation of activity or any similar situation resulting from a procedure of the same nature;

1.2) be included in the lists of financial sanctions adopted by the United Nations and any other Technical and Financial Partner, in connection with the award or execution of a contract;

1.3) having produced false information or provided forged documents required in the context of this consultation.

2 We testify that we are not, and that none of the members of our consortium and our subcontractors are, in any of the following conflict of interest situations:

2.1) Shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting dispute has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;

2.2) have a business or family relationship with a member of the Project Owner's services involved in the contract award process or in the control of the resulting contract, unless the resulting conflict has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;

2.3) control or be controlled by another bidder, be under the control of the same company as another bidder, receive from another bidder or award to another bidder directly or indirectly any subsidies, have the same legal representative as another bidder, have direct or indirect contacts with another bidder that enable us to have and give access to information contained in our respective bids, to influence them, or to influence the decisions of the Project Owner;

2.4) be engaged for an advice assignment which, by its nature, may be incompatible with our obligations vis-à-vis the Project Owner;

2.5) in the case of a procedure for the award of a works or supply contract:

i) prepared ourselves or were associated with a consultant who prepared specifications, plans, calculations and other documents used in the competitive bidding process under consideration;

ii) be ourselves or one of the firms with which we are affiliated, engaged, or to be engaged, by the Project Owner to carry out supervision or control of the works under the Contract.

3 If we are a public institution or a public enterprise, we testify that we are legally and financially autonomous and that we are managed according to the rules of private accounting, and that we are not under the supervision of the Project Owner or the relevant Delegated Project Owner, unless expressly authorised by the Authority in charge of Public Contracts

4 We undertake to inform the Project Owner without delay, who will inform the Authority in charge of Public Contracts, of any change in the situation with regard to points 1 to 3 above.

5 In the context of the award and execution of the Contract:

5.1) We have not and will not commit any unorthodox manoeuvres (actions or omissions) intended to deliberately deceive others, intentionally conceal matters from them, surprise or vitiate their consent or cause them to circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an illegitimate benefit.

5.2) We have not and will not commit any unorthodox manoeuvres (actions or omissions) contrary to our legal or regulatory obligations and/or violate its internal rules in order to obtain an illegitimate benefit.

5.(3) We have not promised, offered or granted, and will not promise, offer or grant, directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial mandate in the State, whether appointed or elected, whether permanent or not, whether paid or unpaid, and at any level (ii) any other person who discharges a public function, including for a public body or public enterprise, or provides a public service, or (iii) any other person defined as a public official in the State, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he or she may perform or refrain from performing any act in the exercise of his or her official functions.

5.4) We have not promised, offered or granted, and will not promise, offer or grant, directly or indirectly, to any person who manages a private sector entity or works for such entity, in any capacity, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he or she may perform or refrain from performing any act in violation of his or her legal contractual or professional obligations.

5.5) We have not promised or given, and will not promise, to the Project Owner, his staff, the Chairpersons or the Actors in charge of the control of the execution of the contract that may result from the consultation, any undue advantage of any kind that might influence their objectivity.

5.6) We have not promised, offered or granted, and will not promise, to the Project Owner, his staff, or the Chairpersons and members of Tenders and Control Boards and bid evaluation sub-Committees, any undue advantage of any kind that might influence the contract award process.

5.7) We shall refrain from, and we promise to refrain from, any collusive and anti-competitive action or practice the object or effect of which is to prevent, restrict or distort competition, including by tending to maintain bid prices artificially at levels not corresponding to those which would result from competition, or to restrict access to the Contract or the free exercise of competition by other enterprises.

6 Ourselves, the members of our group and our subcontractors authorise the Project Owner and the Tenders and Control Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification by ARMP or any other State control body.

7 If we fail to comply with the rules governing this charter, we acknowledge that we are liable to the sanctions provided for by the laws and regulations in force.

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:**

Duly authorised to sign the offer for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DOCUMENT** **No.12**

**COMMITMENT STATEMENT TO COMPLY WITH SOCIAL AND ENVIRONMENTAL CLAUSES**

**Note on the commitment statement to comply with social and environmental clauses**

The bidder shall fill and submit in his offer, the commitment statement to comply with social and environmental clauses addressed to the Project Owner and signed by the official(s) authorised to commit him. In case of group of enterprises, the charter shall be subscribed by all its members.

**Commitment statement to comply with environmental and social clauses**

**TITLE OF THE INVITATION TO TENDER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[ to be specified when preparing the TF]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE “BIDDER” undertakes to comply with the terms of this Environmental and Social Commitment Statement**

**TO**

**THE “PROJECT OWNER”**

In the context of the award and execution of the Contract:

1) We undertake to respect and ensure that the members of our group and all of our subcontractors comply with the social standards applicable in Cameroon including ratified international conventions notably: (i) the respect of the minimum salary provided for by the Labour Code and various collective conventions, (ii) forbidding the recruitment of children of less than 14 years, (iii) respect the nature of works respectively prohibited to women and pregnant women , (iv)respect the compulsory weekly rest, (v) respect holidays entitlement, (vi) respect the working conditions in the night, (vii) hygiene and safety conditions at the working place, (viii) compulsory wearing of individual safety equipment.

2) In addition, we also commit ourselves to implement environmental and social risk mitigation measures, in the environmental and social impact notice provided, if necessary, by the Project Owner. In any case, we commit ourselves to respect and ensure that the members of our group, and all our subcontractors each time it is possible, the guidelines recommending the use of devices with low impact on the environment.

3) Ourselves, the members of our group and our subcontractors authorize the Project Owner and the Tenders/Control Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification to ARMP or any other State control body.

4) Failure by us, by a member of our group and our subcontractors, to comply with the rules governing this charter, we acknowledge that we are liable to sanctions provided for by the laws and regulations in force.

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Duly authorised to sign the offer for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DOCUMENT** **No. 13**

**VISA OF MATURITY OR PROOF OF PRELIMINARY STUDIES**

*[To be filled in systematically by the Project Owner or the Delegated Project Owner according to the nature of the services to be carried out and in accordance with the details of articles 54 to 57 of the Public Contracts Code].*

## Note on the maturity visa or on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or the Delegated Project Owner, before initiating the contracts award procedure or before submitting a file to the relevant Tenders Board, must ensure that the draft tender files are based on preliminary studies.

These studies should be required when the tender files are examined by the Tenders or Control Boards.

The Project Owner or the Delegated Project Owner is required to fill in the questionnaire in Appendix 1 together with the supporting documents for the said studies.

**D****ocument No. 13**

**Visa of maturity or  
proof of preliminary studies**

1. Attach the preliminary study:

2. Indicate:

2.1. The date;

2.2. The name of the public or private Project Manager who carried them out;

2.3. The references of the contract, if a private project management carried them out;

2.4. interview, if any;

2.5 Description of the studies: (for the projects of less scope, an introductory statement

may be presented in the form of prior studies on condition of clearly presenting the determination of costs and technical specifications).

*N.B. 1/* For the services of lessscope, the Project Owner or the Delegated Project Owner can provide proof of calculation of quantities of the TF.

*2/* The chairperson of the Tenders or Control Board may, before taking a decision, seek the opinion of an expert on the quality of the studies carried out.

**DOCUMENT No. 14**

**LIST OF INSTITUTIONS AUTHORISED TO ISSUE BONDS FOR PU****BLIC CONTRACTS**

**I- BANKS:**

1. Afriland First Bank;
2. Banque Atlantique;
3. Banque Gabonaise pour le Financement International (BGFI BANK);
4. Banque Internationale du Cameroun pour l’Epargne et le Crédit;
5. CITI Bank;
6. Commercial Bank of Cameroon;
7. Ecobank;
8. National Financial Credit Bank;
9. Société Camerounaise de Banque au Cameroun;
10. Société Générale de Banque au Cameroun;
11. Standard Chartered Bank Cameroon;
12. Union Bank of Cameroon;
13. United Bank for Africa;
14. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), P.O. Box: 12962 Yaoundé;
15. Bank Of Africa Cameroun (BOA Cameroun), P.O. Box: 4593 Douala;
16. Crédit Communautaire d’Afrique- (CCA-Bank) P O Box 30 338 Yaounde;
17. Credit Communautaire d’Afrique – Bank (CCA – Bank), P.O.Box :30 388, Yaoundé;
18. La regionale Bank, P.O.Box : 30 145 Yaoundé, Tél : (+237) 222 22 02 39.

**II- Insurance companies:**

1. Chanas assurances;
2. Activa Assurances
3. Atlantique Assurances S .A., .P O Box. 2933 Douala ;
4. Zénithe Insurance S.A. ;
5. Pro-Assur S.A ;
6. Aréa Assurances S.A, P.O.Box . 1531 Douala ;
7. Bénéficial General Insurance S .A., P.O. Box. 2328 Douala ;
8. CPA S.A., P.O.Box. 54Douala ;
9. NSIA Assurances S.A., .P.O.Box 2759 Douala ;
10. SAAR S.A., .P.O. Box 1011 Douala ;
11. Saham Assurances S.A., .P. O.Box 11315 Douala

**N.B.**: Since this list changes; the Project Owner or Delegated Project Owner shall ensure that, when preparing the TF that it is the latest list from the Minister of Finance.

**DOCUMENT No. 15**

**ONLINE BIDDING PROCEDURE**

|  |  |  |
| --- | --- | --- |
| **REPUBLIC OF CAMEROON**  Peace – Work – Fatherland  **----------**  PRESIDENCY OF THE REPUBLIC  **----------**  **MINISTRY OF PUBLIC CONTRACTS**  **----------** |  | **RÉPUBLIQUE DU CAMEROUN**  Paix – Travail – Patrie  **----------**  PRÉSIDENCE DE LA RÉPUBLIQUE  **----------**  **MINISTÈRE DES MARCHÉS PUBLICS**  **----------** |

**ONLINE SUBMISSION PROCEDURE**



To submit an online tender, the service provider must follow the four steps below:

Step 1: Company registration on the COLEPS platform

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “Bidders Registration” tab and complete the application form in detail;
* Print the completed application form generated by the system;
* Have the application form signed by the Head of Structure and stamped with the company stamp;
* Submit the duly completed and formalised form to MINMAP together with the following documents:
  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 Request form available from MINMAP or download it from ANTIC website at <http://www.camgovca.cm> under the heading “Requesting Certificates (Company)” section;
* Complete the form and submit it to MINMAP together with the following documents:
  1. Receipt for payment of the Electronic Certificate acquisition fees in the amount of 50,000 FCFA to be paid into the ANTIC account with SCB Cameroun under number 10002 00031 12493593150 94;
  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.

(Remember to keep the password for connections to COLEPS).

Step 3: Registering the Electronic Certificate on COLEPS

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “Bidders Registration” tab, then the “New Registration / Additional Certificate” section.; identify the company using the trade register, then add the certificate after filling in the form carefully.

**Technical assistance**

For technical assistance, in the event of a problem occurred while using the platform, please call (+237) 222 238 155 / 222 237 084/677 006 110 or send an e-mail to [dsi@minmap.cm](mailto:dsi@minmap.cm).

1. This document is not required in the case of categorisation or an open invitation to tender [↑](#footnote-ref-1)
2. To be specified by the PO/DPO [↑](#footnote-ref-2)
3. Order fixing the TF purchase fees

   4  Order fixing the amount of the bid bond [↑](#footnote-ref-3)
4. 5 Maximum of one hour after the deadline for submission of tenders

   6 To be specified [↑](#footnote-ref-4)
5. 8 The purpose of these criteria is to appraise the compliance with the conditions laid down in the Tender File, administrative documents, the technical offer and the financial proposal in order to award the contract. [↑](#footnote-ref-5)
6. Arrêté fixant les frais d’achat du DAO [↑](#footnote-ref-6)
7. *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-7)
8. 2 Months are counted from the start of the mission. For each personnel indicate separately if working at the head office or on the field. [↑](#footnote-ref-8)
9. 3 Field work means works that are not executed in the consultant’s head office. [↑](#footnote-ref-9)