REPUBLIC OF CAMEROON

PEACE-WORK-FATHERLAND

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

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

*[Insert the name]*

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

*[Insert the name]*

|  |
| --- |
| *[Open or Restricted]**[National or international]* **Tender File****No.**………......**/***[Type: ONIT or RNIT, OIIT or RIIT]*  */****PO or DPO****/* **ITB or RTB or DTB or STB** *[insert the financial year]* **of** *[insert the signing date of the Invitation to Tender]*  **For** *[insert the subject of the Invitation to tender]* |



**FINANCING: ………………………**

**BUDGET HEAD: ………………………**

**FINANCIAL YEAR …….**

**MODEL TENDER FILE**

**AWARD OF SUPPLIES AND INFORMATION SYSTEMS INSTALLATION CONTRACTS**

**Month and year**

**Table OF ACRONYMS**

ARMP: Public Contracts Regulatory Agency

BPU: Unit Price Schedule

DQE: Cost Estimates and Quantities

MINMAP: Ministry of Public Contracts

PO/DPO: Project Owner / Delegated Project Owner

SDUP: Sub-Detail of Unit Price

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 Tender File Model has been designed by the Public Contracts Regulatory Agency (ARMP) for Project Owners and Delegated Project Owners for the* ***award of supplies and information systems installation contracts*** *through Invitation to tender.*

*It includes:*

|  |  |  |
| --- | --- | --- |
| *Document No. 0* | *:* | *Letter of invitation to tender [valid in case of using the Restricted Invitation to Tender procedure];* |
| *Document No. 1* | *:* | *Tender Notice (AAO) drafted in English and French;* |
| *Document No. 2* | *:* | *General Regulations governing the Invitation to Tender (RGAO) which includes model clauses that shall not be modify;* |
| *Document No. 3* | *:* | *Special Regulations governing the Invitation to Tender (RPAO) including the provisions of document No.2 that shall be supplemented or specified within the framework of the invitation to tender concerned*; |
| *Document No. 4* | *:* | *Special Administrative Clauses (SAC) that handle contract execution and related payment;* |
| *Document No. 5* | *:* | *Description of the supply including technical specifications;* |
| *Document No. 6* | *:* | *Framework schedule of unit and/or lump sum prices;* |
| *Document No. 7* | *:* | *Detailed quantity and estimate framework;* |
| *Document No. 8* | *:* | *Unit Price Sub-detail framework and/or of breakdown of lump sum prices;* |
| *Document No. 9* | *:* | *Contract model* |
| *Document No. 10* | *:* | *Standard models or forms to be used by bidders;* |
| *Document No. 11* | *:* | *Integrity charter;* |
| *Document No. 12* | *:* | *Commitment State**ment to Comply with Environmental and Social Clauses;* |
| *Document No. 13* | *:* | *Visa of maturity or any other proof of preliminary studies to be filled by the Project Owner or the Delegated Project Owner;* |
| *Document No. 14*  *Document No. 15* | *:* | *The list of banking institutions and financial bodies authorised by the Minister of Finance to issue bonds for public contracts, to be inserted by the (Project Owner or the Delegated Project Owner);*  *Online bidding procedure* |

*[****N.B****: This facilitation document designed by the Public Contracts Regulatory Body and put into force by the Authority in charge of Public Contracts shall be considered as an outline aimed at helping the Project Owner (PO) or the Delegated Project Owner (DPO) in the preparation of their Tender files.*

*For its proper use, it is imperative to refer to the footnotes and to examples contained in it. It is available at the Public Contracts Regulatory Agency (ARMP) headquarters and in its Regional Centers and on* [***http://www.publiccontracts.cm***](http://www.publiccontracts.cm) ***and*** [***www.armp.cm***](http://www.armp.cm) *electronic platforms.*

*After inserting the specific details at the indicated positions and deletion of non-appropriate alternative provisions, the document can be used once the Project Owner or the Delegated Project Owner is ensured of the absence of contradiction or conflict between clauses.*

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

***a.*** *Particular information such as the name of the Project Owner or the Delegated Project Owner, or the address for the withdrawal of the Tender File (TF) shall be filled in the Tender Notice and the Special Regulation of the Invitation to Tender (RPAO). The final document shall not include blank spaces nor alternative provision.*

***b.*** *The footnotes or in italics inserted in the Tender Notice, the RPAO and the SAC, Delivery Schedule, the Price Schedule, the Detailed Estimates represent instructions or guides to be followed by the PO or the DPO. They shall not be included in the final document;*

***c.*** *The footnotes inserted in the forms subject of Document No. 10 to be filled by the Bidder shall be preserved because they contain instructions for the latter.*

***d.*** *The criteria for the qualification of bidders and for the bids evaluation, as well as the various evaluation methods presented in the General Regulation governing the Invitation to Tender (RGAO) shall be the subject of a deep examination in view of retaining in the RPAO those applicable to the consultation concerned.*

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Document No. 0:  
Letter of Invitation to Tender

***(Where applicable)***

**Note relating to the prequalification of candidates**

A pre-qualification procedure may be carried out for the supply of specific major or complex equipment, materials to be manufactured on order, in view to launching a restricted invitation to tender.

In this case, the Project Owner or Delegated Project Owner is bound to launch a call for expression of interest, in compliance with the model prepared by ARMP, 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 is made available to those who request for it.

However, the Project Owner or the Delegated Project Owner may be exempted from the prequalification procedure in cases provided by Article 78 (3) of the Public Contracts Code notably, when the contract award schedule is drafted in compliance with the regulation in force shows that the procedure time limits do not enable the respect of provisional dates for the start off or completion of services.

**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 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 on hard copy version or electronic version is subject to the payment of** a non-refundable amount of [***insert amount in CFA Francs***]([[3]](#footnote-3))( to the following department [indicate the department concerned, its location and full address].

**5.** All tenders must include a bid bond of *[****amount in CFA francs****(5)4) [[4]](#footnote-4)]* 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 immediately in the presence of the bidders or their representatives who wish to attend the bid opening session56.

**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. |  |  |
| 2. |  |  |

**8.** Candidates on the restricted list [may or may not][[5]](#footnote-5)67 bid as 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, where necessary**
* **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. It recalls notably bids evaluation criteria.*

*As it is a summary 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 rappelle notamment les critères d’évaluation des offres.

S’agissant d’un document récapitulatif, ses informations doivent concorder avec celles fournies par les autres pièces du Dossier d’Appel d’Offres et, en particulier, le Règlement Particulier de l'Appel d'Offres.

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

*[Type: ONIT,OIIT, RIIT or RNIT] [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]*

**Financing:**………...............……………

**1. Subject of the Invitation to Tender**

Within the context of *[specify the context]*, the *[Project Owner or the Delegated Project Owner] [to be specified]* launches an Invitation to Tender *[Type of the invitation to tender] [Subject of the invitation to tender]*.

*[Specify in case of Restricted Invitation to Tender: “This invitation to tender follows the request for expression of interest No. ….........…...................... of …................................... published on ….........……................................ in …....................................................]*

**2. Nature of services**

The services subject of this consultation include : **the supply, installation, the commissioning and the maintenance during the garantee period of the following computer equipement and/or computer softwares: [brief description of the** **supply of equipment and/or softwares,** **[***transportation, handling (local and international), commissioning and acceptance as the case may be and to be specified by the Project Owner or the Delegated Project Owner ]and ancillary services* ***[****installation, training and initial maintenance….]*

**3. Provisional deadline and place of delivery**

The maximum period set by the Project Owner or the Delegated Project Owner for delivery of the services under this invitation to tender is [*Indicate estimated period per lot if applicable*] calendar day(s)/month(s) to be delivered .............. [indicate place of delivery]. This period runs from the date of notification of the Administrative Order to commence services.

1. **Tranches /Allotments**

This invitation to tender includes *[specify the number of lots]*. *The related supplies will be carried out in [specify the number of tranches if applicable]*.

**5. Estimated cost**

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

**6. Participation and origin**

The participation to this invitation to tender is opened to *[specify, if applicable, the quality of the concerned service providers]* or is restricted to *[specify the list of prequalified candidates].*

**7. Financing**

The services subject of this invitation to tender are financed by ….......................…….. *[Source of financing]* of the financial year ….........….............….. on the budget head No.….........……..

**8. Bidding method**

The bidding method retained for this consultation is [*Indicate one of the three bidding methods below: online, offline, online and offline.*

However, when the two possibilities are open, a bidder cannot use both online and offline methods.

**9. Bid bond**

Each bidder shall include in his administrative documents, a hand-endorsed bid bond issued by a first-rate banking institution authorised to issue bonds for public contracts, approved by the Minister in charge of Finance and whose list is found in document No. 14 of the Tender File, of an amount of *[specify the fixed sum in CFA francs for each lot, if need be. It is set at 2 % of the estimated amount, all taxes inclusive of the contract in accordance with the Order in force]* and valid for thirty (30) days beyond the initial date of validity of bids. Failure to produce a bid bond issued by a first-rate banking institution or financial body authorised to issue bonds for public contracts, approved by the Ministry in charge of Finance shall result in the bid being rejected. A bid bond produced but not related to the consultation concerned shall be considered absent. No bid bond submitted by a bidder during the bid opening session shall be admissible.

**10. Consultation of the Tender File**

The hard copy version of the file may be consulted for free at the offices of the PO/DPO during working hours at [TF consultation location (department (SIGAMP), door number, PO Box, telephone, fax, e-mail)] as soon as this notice is published.

It may also be consulted online on the COLEPS platform at the following addresses **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 the Tender File**

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

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

**12. Submission of offers**

Each tender shall be drafted in English or French.

* For the the submission of offers offline, the administrative file, the offer in seven (7) copies including one original and six (6) copies marked as such, shall be received at *[Place of registration of bids],* no later than *[Deadline for receipt of bids]* at [*Time limit]* and shall narry the following indication:

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

*[Type: ONIT, RNIT, OIIT, RIIT] [Project Owner or Delegated Project Owner]/* competent *ITB or RTB or DTB or STB as appropriate*

*[Financial Ye ar] of* *[Date of signature of the Tender Notice]*

for *[Subject of the Invitation to Tender]*

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

- If the bid is submitted online, it shall be transmitted by the bidder on COLEPS platform, or any other official electronic communication means to be specified by the Project Owner latest on [deadline for the receipt of bids] at [time limit]. A back-up copy of the bid recorded on a USB key or CD/DVD shall be forwarded in a sealed envelope with a clear and legible indication “back-up copy”, in addition to the above mention indication within the required time limit.

**N.B**: 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 as follows:

- 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.

Candidates shall use compression software to reduce the size of the files to be transmitted in accordance with the above-mentioned sizes].

Bids submitted after the deadline for the submission of bids shall be inadmissible.

**13. Admissibility of bids**

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

The following shall be inadmissible by the Project Owner:

* Bids revealing the identity of the bidders;
* Bids submitted after the deadline for submission of offers;
* Bids without indications on the identity of the invitation to tender;
* Bids non-compliant with the bidding method;
* Failure to produce the number of copies specified in the Special Regulations governing the Invitation to Tender or offer only in copies.

**Any incomplete tender in accordance with the requirements of the tender file shall be declared inadmissible. In particular, the absence of a bid bond issued by a first category 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 shall cause the outright rejection of the tender without any room for complaint.** A bid bond produced but having no connection with the consultation concerned shall be considered as absent. A bid bond submitted by a tenderer during the tender opening session shall be inadmissible.

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

**14. Opening of bids**

Bids shall be opened in one or two phases [To be specified]*. (*[[6]](#footnote-6)*)*

In any case, the opening of the administrative documents and the technical [and/or] financial offers *[technical and financial if opened in one phase, and technical only if opened in two stages]* will take place on....................... at..................... o’clock by the *Project Owner or Delegated Project Owner’s Tenders Board* in the hall….......... located at ….........

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

**Under pain of rejection, the documents in the administrative file required shall be produced in originals or in copies certified as true by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Regulations of the Invitation to Tender. They shall be valid on the original deadline for submission of bids or have been produced after the date of signature of the tender notice.**

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

Failure to comply with the number of copies indicated in the RPAO will cause the rejection of the bid.



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

**15. Evaluation criteria**

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

*[These criteria enable to identify and reject bids that are incomplete or do not substantially comply with the conditions laid down in the Tender File, in particular as regards the admissibility of the administrative documents, the compliance of the technical offer with the technical specifications in the tender file and the qualification of the bidders].*

**15.1 Eliminatory criteria**

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

*These include*:

* Absence of the bid bond;
* Failure to produce, beyond 48 hours following the opening of bids, a document in the administrative file that is deemed to be non-compliant or missing (except the bid bond);
* False declarations, fraudulent schemes or forged documents;
* Failure to comply with X essential criteria (X referring to a threshold of technical bid qualification) out of Y (Y referring to the total number of essential criteria);
* Failure to provide a sworn statement that no service has been abandoned in the last three years;
* Absence of the integrity charter dated and signed;
* Absence of duly filled and signed commitment statement to comply with social and environmental clauses;
* absence of a quantified unit price in the Financial offer;
* absence of prospectus accompanied by the manufacturer’s technical sheet, where necessary;
* absence of the approval of the manufacturer/editor or the authorisation of the approved supplier, as appropriate or absence of the approval or authorisation of the supplier issued by a distributor approved by the manufacturer accompanied by the approval of the said distributor, [where necessary];
* failure to comply with one of the major technical specifications specified in the Description of the supplies of this TF, where applicable;
* failure to comply with X % of the minor technical specifications indicated in the Description of the supplies of this TF, where necessary;
* Non-compliance with bid file format (for online bidding);

NB: Depending on the specific nature of the service, other relevant criteria may be added when drafting the TF.

**15.2. Essential criteria**

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

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

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

* presentation of the offer;
* bidder’s references;
* after-sales service (availability of spare parts, repair workshop, technical staff);
* delivery schedule (planning and calendar for ancillary services execution);
* access to a credit line or other financial resources (as appropriate);
* proof of having accepted the terms and conditions of the contract (the Special Administrative Conditions (SAC) and Technical Specifications initialled on each page and the last page signed;
* the staff qualification and experience, where necessary;
* logistics means, where necessary;
* Guarantee deadline.

*NB: [Specify the main qualification criteria that show the tenderer has the technical capabilities and resources required to successfully carry out the contract. These criteria shall be detailed in Article 6.1 of the RPAO]*

*[The system of awarding marks for grading offers shall not be applied, only the binary scoring system (yes or no) shall be applied]*.

**16. Award**

The Project Owner or the Delegated Project Owner shall award the contract to the bidder who has submitted a bid meeting the required technical and financial qualification criteria and whose bid is evaluated as the lowest bid or to the bidder who presented an offer evaluated as the best offer in case of restricted invitation to tender*.*

*[[The Project Owner or the Delegated Project Owner shall specify in the RPAO the requirement to be fulfilled to be the successful bidder]*.

**17. Maximum number of lots**

A candidate can bid for one or more lots but cannot be awarded more than \_\_\_\_\_\_\_\_\_\_\_\_\_ lots.

[In the event that a bidder is the lowest bidder for more than \_\_\_\_\_ lots, the Project Owner or the Delegated Project Owner shall award him the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lots in accordance with the conditions set out in the RPAO].

**18. Validity of bids**

Bidders shall remain bound by their bid for *[indicate the period between 60 and 90 days]* from the initial deadline for the submission of bids.

**19. Further information**

Additional information can be obtained during working hours from *[service (SIGAMP), door number, P.O. box, telephone, fax, e-mail]* or on line on COLEPS platform at the address http/www.marchespublics.cm and <http://www.publiccontracts.cm> or any other means of electronical communication specified by the Project Owner.

**20. Fight against corruption and malpractices**

To report corrupt practices, facts or acts of corruption, please call CONAC at 1517, the Authority in charge of Public Contracts (MINMAP) SMS or call the following numbers: (+237) 673 20 57 25 and 699 37 07 48, ARMP at the phone number……………….. or the PO/DPO at phone number. ………………………………….

*[Place and date of signature]*

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

***Copies:***

* + **Authority in charge of Pubic Contracts (MINMAP);**
  + **ARMP;**
  + **Project Owner or Delegated Project Owner concerned, as appropriate;**
  + **Chairperson of TB concerned;**
  + **Chairpersons of CCCB, where necessary;**
  + **Notice board/file.**

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

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

**Financement :**……...............………………………

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

Dans le cadre de *[contexte à préciser]*, le *[Maitre d’Ouvrage ou Maitre d’Ouvrage délégué] [A préciser]* 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….........……....................................]*

1. **Consistance des prestations**

Les prestations objet de la présente consultation comprennent : **la fourniture, l’installation, la mise en service et l’entretien pendant la période de garantie des équipements informatiques et/ou logiciels informatiques suivants [description succincte de la** **fourniture des équipements et/ou logiciels, *[****transport, manutention (locale et internationale), mise en service et réception selon le cas et à préciser par le maitre d’Ouvrage ou le Maître d’Ouvrage Délégué] et les services connexes* ***[****installation, formation et maintenance initiale….]*

1. **Délais prévisionnels et lieu de livraison**

Le délai maximum prévu par le Maître d’ouvrage ou le Maître d’Ouvrage Délégué pour la livraison des prestations objet du présent appel d’offres est de [*Indiquer le délai prévisionnel par lot le cas échéant*] jours/mois calendaire(s) à livrer ………… [indiquer le lieu de livraison]. Ce délai court à compter de la date de notification de l’ordre de service de commencer les prestations.

1. **Tranches /Allotissement**

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

1. **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*]

1. **Participation et origine**

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

1. **Financement**

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

1. **Mode de soumission**

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

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

1. **Cautionnement de soumission**

Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission , acquitté à la main, délivrée par un organisme ou une institution financière agréée par le Ministre chargé des finances pour émettre les cautions dans le domaines des marchés publics et dont la liste figure dans la pièce 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.

1. **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).

1. **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] ( ), 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 DAO par téléchargement gratuit aux adresses sus indiquées. Toutefois, la soumission par voie physique ou électronique est conditionnée par le paiement des frais d’achat du DAO.

1. **Remise des offres**

Chaque offre est rédigée en français ou en anglais.

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

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

*[Type : AONO, AONR AOIO, AOIR] [Maître d’Ouvrage ou Maître d’Ouvrage Délégué] /* *CIPM ou CRPM ou CDPM ou CSPM compétente le cas échéant*

*[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.

**N.B** : Taille et format des fichiers

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

* 5 MO pour le dossier Administratif ;
* 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 conformément aux tailles sus-indiquées.]

Les offres parvenues après la date limite de dépôt seront jugées irrecevables.

1. **Recevabilité des offres**

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

Seront irrecevables par le Maître d’Ouvrage :

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

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

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

1. **Ouverture des plis**

L’ouverture *des plis se fait en un o**u deux temps [A préciser]. (*[[7]](#footnote-7)*)*

En tout état de cause, l'ouverture des pièces administratives et des offres techniques *[et/ou]* financières *[technique et financière si ouverture en un temps, et technique uniquement si ouverture en deux temps]* aura lieu le….............…............ à…............ heures par la Commission de Passation des Marchés *du Maître d’Ouvrage ou du Maître d’Ouvrage Délégué* dans la salle de …..................... sise à.....................… *[à préciser].*

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une 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 être valides à la date limite originelle de dépôt des offres** **ou avoir été établies postérieurement à la date de signature de l’avis d’appel d’offres.**

En cas d’absence ou de non-conformité d’une pièce du dossier administratif lors de l’ouverture des plis, un délai de quarante-huit heures est accordé aux soumissionnaires concernés pour produire ou remplacer la pièce en question.

Le non-respect du nombre d’exemplaires indiqués dans le RPAO, entrainera le rejet de l’Offre.

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

1. **Critères d’évaluation**

*[Les critères d’évaluation sont de deux types : les critères éliminatoires et les critères essentiels. 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 éviter 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 ;
* de la non -production au-delà du délai de 48h 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 falsification des pièces ;
* du non-respect de X critères essentiels (X renvoyant au seuil de qualification des offres techniques) sur Y (Y renvoyant au nombre total de critères essentiels)   ;
* de l’absence de la déclaration sur l’honneur de non abandon des prestations au cours des trois dernières années ;
* 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 ;
* de 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 du fabricant/éditeur ou de l’autorisation du fournisseur agréé, le cas échéant ou absence de l’agrément ou de l’autorisation du fournisseur délivré par un distributeur agréé par le fabricant accompagné de l’agrément dudit distributeur ; [le cas échéant] ;
* du non-respect de l’une des spécifications techniques majeures indiquées dans le Descriptif des fournitures du présent DAO, le cas échéant ;
* du non-respect de X % des spécifications techniques mineures indiquées dans le Descriptif des fournitures du présent DAO, le cas échéant ;
* Non-respect du format de fichiers des offres. [En cas de soumission en ligne]:

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 ou livrer les fournitures, 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 fournisseurs 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 calendrier de livraison (planning et calendrier de réalisation des services connexes) ;
* l’accès à une ligne de crédit ou autres ressources financières (le cas échéant) ;
* les preuves d’acceptations des conditions du marché (Le Cahier des Clauses Administratives Particulières(CCAP) et les spécifications techniques paraphés et signés à la dernière page) ;
* la Qualification et expérience du personnel, le cas échéant ;
* les Moyens logistiques, le cas échéant.
* le délai de garantie ;

*[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)]*.

1. **Attribution**

Le Maitre d’Ouvrage ou le Maitre d’Ouvrage Délégué attribuera 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 ou au soumissionnaire ayant présenté l’offre évaluée la mieux disante en cas d’Appel d’Offres Restreint.

*[Le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué doit préciser dans le RPAO les conditions à remplir pour être attributaire]*.

1. **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]

1. **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.

1. **Renseignements complémentaires**

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

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

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

*[Lieu et date de signature]*

*[Signature, nom et cachet du Maître d’Ouvrage ou du Maître d’Ouvrage Délégué]*

***Copies:***

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

Document No. 2:

General Regulations governing the invitation to Tender (RGAO)

**Note on the General Regulations governing the Invitation to Tender**

The purpose of Document No. 2 is to provide bidders with the information they need to draft 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 award of the contract.

This document includes model articles that shall not be modified.

Given the importance of the standardized contractual terms in establishing the prices of supplies, the Incoterm for all modes of transport shall be DAP (Delivered at Place; the supplier delivers the goods on the site agreed).

The articles of the RGAO repeated in the RGAO should keep the same numbers.

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**SPECIAL REGULATIONS GOVERNING THE INVITATION TO TENDER**

1. **Generalies**

**Article 1: Subject of the consultat****ion**

* 1. The Project Owner or the Delegated Project Owner as specified in the Special Regulations governing the invitation to tender (RPAO), launches an Invitation to Tender for the procurement of supplies **and/or** **quantifiable** services [available on the local market] described in this Tender File and briefly defined in the RPAO.

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

* 1. The bidder retained or the successful bidder shall deliver the supplies and quantifiable services 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 services.
  2. In this Tender File, the term “day” means a calendar day, except of the working

days expressly specified in the Public Contracts Code.

**Article 2: Financing**

The source of financing of supplies and/or ancillary services subject of this invitation to tender is specified in the RPAO.

**Article 3: Ethical principles**

3.1. Public service employees, tenderers and contract holders, as well as any person involved in any capacity whatsoever in the contract award, execution, control and regulation chain, are subject to the provisions of the laws and regulations forbidding acts of corruption, fraudulent schemes, collusive, coercive or obstructive practices, conflicts of interest, insider trading and complicity.

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

By virtue of these principles, the Project Owner or Delegated Project Owner has defined, for the purposes of this clause, the expressions as follows:

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

ii. Whoever deforms or distorts facts in order 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 that 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, in order to influence their actions during the award or execution of a contract shall be indulging in “coercive practices”.

v- 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’’.

vi. “Conflict of interest” means any situation wherein the contract holder 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.

vii. Members, secretaries and experts, Tenders boards and bid evaluation sub-committee chairpersons, as well as contract officials shall be bound by obligation of reserve and discretion.

They shall refrain from any action that may compromise their objectivity and, in any case, not have any financial, personal or any other interest linked to the contract under review.

viii. In case of conflict of interest, tenders board, contracts control boards and bid evaluation sub-committee chairpersons, experts and members, as well as independent observers shall inform the Project Owner or the Tenders Board Chairperson in writing, under pain of penalties provided for by the regulations in force. In this case, they shall be replaced for the contracts concerned.

ix. Complicity shall mean:

* 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.

Shall reject any proposed award if there is evidence that the proposed successful bidder, directly or through an agent, is guilty of corruption, conflict of interest, collusion or has engaged 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 stakeholders 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. **As a general rule,** the invitation to 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 sub-contractors of the bidder) shall be from an eligible country, in accordance with the Financing Agreement, **if any**;

b. A bidder (including all members of group of enterprises and all subcontractors of the bidder) shall not be in a situation of conflict of interest, under pain of disqualification of all the bids in which he may have participated. A bidder may be deemed to be in a conflict of interest under the following conditions:

* + 1. is associated, or has been associated in the past, with a company (or a subsidiary of that company) which has provided consultancy services for the design, preparation of specifications and other documents used in connection with the contracts awarded under this invitation to tender;
    2. is, in the context of the same call for tenders, the legal representative of another bidder; in this invitation to tender;
    3. participates in more than one tender in the context of the same call for tenders, in particular, either individually or as a member of a business grouping, or as a subcontractor in a tender while being an individual bidder or a member of a group of companies. A supplier may appear as a subcontractor in several tenders, but in that capacity only.
    4. is affiliated to a group or entity that the Project Owner or the Delegated Project Owner has recruited or plans to recruit to take part in the audit;
    5. The Project Owner or the Delegated Project Owner has an interest in the Bidder’s capital so that it is likely to compromise the transparency of the public contracts award procedures;

c. A legal entity governed by public law if it demonstrates that it is (i) legally and financially autonomous, (ii) managed according to the rules of private accounting and (iii) is not under the supervision of the Project Owner or the 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 offered are competitive, that is, they have been determined (i) by taking into account all the direct and indirect costs involved in determining the price of the service covered by the contract and (ii) that, in determining this price, they have not benefited from advantages arising from the resources allocated to them as part of their public service missions.

4.2. The invitation to tender is open according to the specifications of the RPAO to all bidders who meet the following conditions:

**a**. they are not in a state of judicial liquidation or bankruptcy;

**b**. they are not subject to any of the prohibitions or forfeitures provided for by the laws and regulations in force, both nationally and internationally;

**c**. make the declarations required by the laws and regulations in force.

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

4.5 To bid online via COLEPS, the candidate or bidder shall be registered on the said platform and have a valid electronic certificate.

**Article 5: Quantifiable supplies and/or services**

5.1. The term “supplies” means all products, raw materials, machinery, equipment and all other materials already imported to be manufactured or assembled in Cameroon that the Supplier is required to deliver under the Contract.

5.2. The term “quantifiable services” means, in particular, the provision of services relating to, among other things, caretaking (security service), cleaning or maintenance of public buildings or green spaces, maintenance or upkeep of office or computer equipment, insurance, excluding health insurance, etc.; ....................

**Article 6: Documents establishing bidder qualification**

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

a. Submit a power of attorney authorising the signatory of the bid to commit the bidder;

b. Provide documents enabling the qualification of the bidder to be established according to the list provided for in the RPAO and including, in particular, all the information requested from bidders in the RPAO in order to establish their qualification to execute the contract.

Information related to the following points are required when necessary:

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

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

iii. Executed contracts;

iv. The availability of indispensable material;

v. The grading certificate for service providers of quantifiable supply and services, if applicable.

6.2. The bids presented by two or more associated suppliers (Co-contracting) shall satisfy the following conditions:

**a.** The tender shall include, for each of the suppliers, all the information listed in Article 6.1 above. The RPAO must specify the information to be provided by the business group and that to be provided by each member of the grouping;

**b.** The offer and the contract shall be signed in such a way as to commit all the members of the business group;

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

**d.** The member of the group designated as the representative shall represent all the companies toward the Project Owner or the Delegated Project Owner for the execution of the contract;

**e.** In event of several group, the co-contractors shall share the payments which will be made by the Project Owner or the Delegated Project Owner into a single bank account. In the case of a joint group, the tasks of each member shall be specified and each enterprise is paid by the Project Owner or the Delegated Project Owner into its own bank account.

**6.3.** Bidders shall also submit sufficiently detailed proposals to demonstrate that they comply with the technical specifications and timeframes set out 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 the works site

7.1. The bidder is advised to visit and inspect the site of the works and its surroundings and to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the execution of the works. This visit, when required in the RPAO, shall be marked by a certificate of site visit signed on honour by the bidder, giving a description of the site and observations on the conditions of execution of the works. The costs of the site visit shall be borne by the Bidder.

7.2. The Project Owner or the Delegated Project Owner shall authorise the Bidder who so requests and his employees or agents to enter its premises and land for the purposes of the said visit, but only on the express condition that the Bidder, his employees and agents release the Project Owner or the Delegated Project Owner from any liability that may result.

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 can organise a visit to the site of the services at the time of the preparatory meeting for drawing up the bids mentioned in Article 19 of the RGAO.

**B. Tender File**

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

8.1. The Tender File describes the quantifiable supplies and/or services subject of the contract, sets out the procedures to consult companies and specifies the terms and conditions of the contract. In addition to the addendum/addenda published in compliance with Article 10 of the RGAO, it includes the documents listed below:

* Document No. 0: The letter of invitation to bid (in case of Restricted Invitations to tender)
* Document No.1: The Tender Notice in Enghish and French (AAO)
* Document No. 2: the General Regulation of the Invitation to Tender (RGAO)
* Document No. 3: the Special Regulation of the Invitation to Tender (RPAO)
* Document No. 4: the Special Administrative Clauses (SAC)
* Document No. 5: the Technical Specifications of the supply which includes the list of supplies and ancillary services if applicable, or the technical specifications, if applicable.
* Document No. 6: The Unit and Fixed Prices Schedule Framework;
* Document No. 7: the detailed estimate framework
* Document No. 8: the unit price sub-detail framework and/or price breakdown if applicable
* Document No. 9: the Contract Model
* Document No. 10: Standard Models or forms sheet to be used by Bidders, notably:

1. The Model of bidding letter;
2. The Model of bid bond;
3. The Model of final bid bond;
4. The start-off advance bond;
5. The Model of the performance bond in replacement of the retention bond;
6. The model of manufacturer’s authorisation;
7. The Model of presentation sheets of the equipment, personnel and references;
8. The framework of execution planning;
9. The Model of services forms likely to be subcontracted;

* Document No. 11: The Model of integrity charter.
* Document No. 12: The form of Commitment statement to comply with with environmental and social clauses.
* Document No. 13: The visa of maturity of any other proof of preliminary studies to be filled by the Project Owner or the Delegated Project Owner, the availability of financing or proof that the project is taken into account in the budget.
* Document No. 14: List of banking establishments and financial bodies approved by the Minister in charge of Finance authorised to issue bonds for public contracts.

8.2. The bidder must examine all the rules, forms, conditions and specifications contained in the TF. It is up to him to furnish all the information requested and prepare an offer in conformity 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 request them from the **Contracting Authority** in writing or by electronic mail (telecopy or e-mail) at the Project Owner’’s 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 fourteen (14) days before the deadline for the submission of the offers.**

9.1.b). A copy of the reply of the **Contracting Authority** indicating the question asked but not mentioning its author is addressed to all the bidders who purchased the Tender File within a maximum of five (5) days.

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

In the event of a restricted invitation to tender:

a)  During the prequalification phase, the petition shall bear on requests for the re-examination of request conditions, prequalification or requests for the re-examination of the decisions or acts of the Project Owner or the Delegated Project Owner during the prequalification procedure.

b) Candidates shall have five (5) working days before the date of submission of applications and five (5) working days after the publication of prequalification results to file their petition with 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 is not suspensive.

9.3. When the open invitation to tender is the procedure retained, the petition shall be addressed, between the publication of the tender notice and the opening of bids:

a) 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;

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

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

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

e) This petition is not 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 submission of offers and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2. Any published addendum shall be an integral part of the Tender File, in accordance with Article 8.1 of the General Regulations of the invitation to tender (RGAO) 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 23.2 of the General Regulations of the invitation to tender.

**C. Preparation of offers**

**Article 11: Tender cost**

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

**Article 12: Language of the offer**

The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and the Project Owner or Delegated Project owner shall be drafted in English and French. Complementary documents and forms provided by the bidder may be drafted in either language on condition that a precise translation into either English or French of the passages concerning the offer is included; in which case and for reasons of interpretation of the offer, the translation shall be considered to be authentic.

**Article 13: Constituent documents of the offer**

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

*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 bankcrupt;

- is not the subject of an exclusion order or disqualification 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 20 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. Volume2: Technical bid***

It includes:

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

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid and in accordance with articles 6.1 of the General Regulations notably the technical specifications, the references of the company (similar services), the after-sale service, the equipment and the personnel.

***b.2.* *Technical proposals***

The Special Regulations specify the constituent elements of the technical proposal of bidders, notably:

* A detailed description of the technical characteristics, performance, brands, models and references of the material proposed with technical prospectuses and technical sheets in accordance with Article 18 of the General Regulations;
* The calendar, planning and services delivery deadline.

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

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

* The Special Administrative Clauses (SAC);
* Technical Specifications or Special Technical Clauses.

***b .4. Comments on SAC and STC***

The bidders shall comment on the technical specifications of supplies accompanied with possible proposals.

*Vo****lume 3: Financial offer***

The Special Regulations specify the elements that will help in justifying the cost of the services, namely:

* The submission itself, in original, prepared in accordance with the attached model or standard form, stamped at the current rate, signed and dated;
* The unit and/or fixed price schedule duly filled;
* The detailed quantity and cost estimate duly filled;
* The price sub-detail and/or the breakdown of the lump sum prices;
* The provisional payment schedule, if applicable.

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of Article 20.2 of the General Regulations of the invitation to tender concerning the other possible forms of Bid Bond.

13.2. The RPAO indicates 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 satisfactorily conduct 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.

**Article 14: Offer price**

14.1. Unless otherwise stated in the Tender File, the amount of the contract shall cover all the supplies and the ancillary services described in Article 1.1 of the General Regulations Governing the Invitation to Tender (RPAO), on the basis of the price schedule and the detailed quantity and estimate as well as the unit price sub detail and breakdown of lump sum 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 quantity and estimates.

14.3. Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, prices proposed in the forms of framework of price sub-details for the Supplies and Quantifiable Services shall be presented in the following manner:

a. For supplies manufactured in Cameroon:

1. the price of supplies EXW (ex works, factory, sales showroom, warehouse or outlet, as the case may be), including all custom duties, sales taxes or other already paid or payable on the components or raw materials used in the manufacture or assembly of the supplies;
2. taxes on sales and other taxes levied on the Supplies that will be payable if the Contract is awarded;
3. the cost of inland transportation, insurance and other local services for the delivery of supplies to their final destination (Project site) as specified in the specified in the RPAO.

b. For supplies to be imported:

1. the price of the supplies DAP - place of destination, as stipulated in the RPAO;
2. the price of inland transport, insurance and other local services relating to the delivery of the supplies from the indicated place of destination (CIP) to their final destination (Project site) specified in the RPAO; and
3. the price of the supplies to be imported must be indicated DAP place of destination, if so stipulated in the RPAO, instead of the DAP price indicated in (b)(i) above.
4. the supplier is free, when indicating the price, to use a carrier and to obtain insurance services from any country, subject eligibility requirements of the Financing Agreement.
5. the general standard price conditions are governed by the rules set out in the latest edition of Incoterms published by the International Chamber of Commerce at the date of the Invitation to Tender or on the date specified in the RPAO.

c. For supplies already imported, the price quoted will be different from the original import value of such supplies as declared to customs and shall include any include any discount or margin of the local agent or representative, as well as the related local costs, excluding customs duties and import taxes already paid and/or yet to be paid by the Supplier. For the sake of clarity, bidders are requested to indicate: (a) their price including customs and import duties, (b) the amount of these same initial customs and import duties, and (c) their price, exclusive of import taxes which is the difference between amounts (a) and (b).

1. the price of the supplies, including their initial import value and margin (or reduction), if any, as well as other costs, customs duties and other import taxes already paid or payable on these supplies;
2. customs duties and other import taxes already paid (supported by documents) or payable on supplies already imported;
3. the price of the supplies obtained by the difference between (i) and (ii) above;
4. sales taxes and other taxes levied on the supplies that will be payable to Cameroon if the Contract is awarded;
5. the cost of inland transport, insurance and other local services related to the delivery of the supplies to their final destination (project site) specified in the RPAO.

d. For ancillary services, other than inland transport and other services necessary to carry the supplies to their final destination, where such ancillary services are required:

1. the price of each item forming part of the ancillary services, including;
2. all customs duties, sales taxes and other similar taxes levied on the ancillary services in Cameroon if the contract is awarded.

14.4. The prices offered by the bidder should be firm during the whole duration of the execution of the contract and should in no way vary, unless otherwise stipulated in the Special Regulations. An offer including a price revision clause will be considered as not being in conformity and rejected, in accordance with Article 29 of the General Regulations.

14.5. If price revision/updating clauses are provided for in the contract, the date of the establishment of the initial prices, 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 the subject of price revision.

14.6. 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.

14.7. In the case where the invitation to tender has several lots, the prices indicated for any given lot should correspond to the total quantity indicated for each article.

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

### Article 15: Bid and settlement currencies

15.1. In case of international invitations to tender, bid 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 Invitations to Tender (RPAO).

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

The amount of the bid, unit prices of the price schedule and the prices of the bill of 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 services 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 successful 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 bill of quantities and estimates in the following manner:

a. The prices of inputs necessary for the supplies and quantifiable services 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 (RPAO)and called “national currency”

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

15.4. The Project Owner or Delegated Project Owner may urge the bidders to express the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in 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 the supplies and quantifiable services, most of the foreign currencies yet to be paid as part of contract may be revised by mutual agreement between the Project Owner or Delegated Project Owner and the company so as to take into account any modification that occurred in currency needs under the contract.

**Article 16: *Documents attesting to the admissibility of the Bidder***

The bidder shall furnish as full part of his offer, documents attesting that he meets the provisions of Article 4 of the General Regulations.

**Article 17: Documents attesting to the admissibility of supplies**

17.1. In application of the provisions of Article 5 of the General Regulations, the bidder shall provide as a full part of his offer, documents attesting that all the supplies and services which he proposes to supply in execution of the contract meet the Special Technical Clauses.

17.2. As concerns imported supplies, the related documents shall include a declaration of country of origin of supplies and services proposed in the Schedule of prices, declaration to be confirmed by a certificate of origin issued at the time of shipment.

**Article 18: Documents attesting to the conformity of supplies**

18.1. To establish the conformity of supplies and/or quantifiable services to the Tender File, the bidder shall, within the framework of his offer, provide written proofs that the supplies conform to the specifications and technical clauses as well to standards specified (if applicable) in the description of the Supplies.

**18.2.** These proofs may take the form of prospectus, drawing or data and include a detailed description of the main technical and performance characteristics of the supplies, demonstrating that they essentially correspond to the said specifications.

**18.3.** The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, consumables, etc necessary for the proper and continuous functioning of the supplies from the start of their use by the Project Owner and during the period specified in the Special Regulations.

**18.4.** The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by (the Project Owener or the Delegated Project Owner) in the Quantity Schedule, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive nature.

**18.5** The bidder may substitute them with other quality standards, trademarks and/or other catalogue numbers provided that he establishes to the satisfaction of the Project Owner that the standards, trademarks and numbers thus substituted are substantially equivalent or superior to the specifications of the Schedule of prices and technical specifications.

**18.6. Bidders’ variant proposals**

a. 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, if applicable, of the bidder whose bid compliant with the basic solution has been evaluated as the lowest bid.

b. When according to the Special Regulations the bidders are authorised to directly submit the technical variants for some parts of complex supplies, these parts of the supplies 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: Bids validity**

19.1. Offers must remain valid during the period stated in the Special Regulations of the Invitation to Tender from the date of submission of the offers set by the Project Owener or the Delegated Project Owner in application of Article 23 of the General Regulations. An offer valid for a shorter period shall be considered by the Tenders Board as not being in conformity, unless the validity deadline of the bid bond is in conformity. In this case, a deadline of forty-eight hours (48) shall be granted to the bidder to produce a letter of invitation to tender

19.2. Under exceptional circumstances, the Project Owener or the Delegated Project Owner may request the consent of the bidder for the extension of 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 20 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 asked to modify his offer nor be authorised to do so.

19.3. Where the contract does not include a price revision clause and the period of validity of offers is extended for 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 Owener or the Delegated Project Owner shall address to the bidder(s).

19.4 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 to commence the execution of services by the selected bidder, as specified in the SAC. The updating effect shall not be taken into account for purposes of offers evaluation.

**Article 20. Preparatory meeting to the establishment of bids**

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

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

20.3. As much as possible, the bidder is requested to submit any question in writing so as 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.

20.4. 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.

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

**Article 21: Bid bond**

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

21.2. The bid bond must conform to the model presented in the Tender File: other models may be authorised by the Project Owener or the Delegated Project Owner. The bid bond will remain valid for thirty (30) days beyond the initial date limit set for the validity of offers or any other validity date limit requested by the Project Owener or the Delegated Project Owner and accepted by the bidder, in accordance with Article 19 (2) of the General Regulations.

For the services under jobbing orders, certified cheques and bank cheques are admitted as bid bond.

21.3. 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.

21.4. The offers of bidders not retained (except the copy of the Public Contracts Regulatory Body) shall be returned within fifteen (15) working days after publication of the award result. Offers that are not withdrawn within that period may be destroyed without any claim.

21.5. The bid bonds of bidders who were not retained shall be returned after the publication of the award results.

21.6. The bid bond of the successful bidder shall be released as soon as the later would have provided the required final bond.

21.7. The bid bond may be seized:

a. If the bidder:

i. withdraws his offer during the validity, or;

ii. does not accept the correction of errors in application of Article 31 of the General Regulations; or

b. If the retained bidder:

i. Fails in his obligation to subscribe the contract in application of Article 39 of the General Regulations; or

ii. Fails in his obligation to furnish the final bond in application of Article 40 of the General Regulations.

iii. Refuses to receive the contract notification

**Article 22: Form, format and signing of the offer**

22.1. For the submission offline,

a. The Bidder shall prepare an original of the constituent documents of the offer described in Article 13 of the General Regulations in a volume clearly indicated “ORIGINAL”. In addition, the Bidder shall submit the number of copies required in the Special Regulations, bearing the indication “COPY”. In case of discrepancy, the original shall be considered as authentic.

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

c. The offer shall bear no modification, suppression or alteration, unless such corrections

are initialled by the signatory (ies) of the offer.

22.2. For submission online.

* 1. 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.
  2. The tenders, 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.
  3. The file formats chosen for submission of tenders 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.
  4. Documents transmitted in the COLEPS platform are electronically signed by using a certificate.

**D. Submision of offers**

**Article 23: Sealing and marking of bids**

23.1. The bidders shall place the original and all the copies of the administrative documents listed in the Special Regulations in an envelope bearing the indication “ADMINISTRATIVE FILE”, the original and all the copies of the technical proposal in an envelope clearly marked “TECHNICAL PROPOSAL” and the original and all the 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 Special Regulation and separated by a coloured divider.

23.2. The external and internal envelopes:

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

b. should bear the name of the project as well as the subject and the number of the tender notice indicated in the Special Regulations and the inscription “*TO BE OPENED ONLY DURING BID-OPENING SESSION”.*

23.3. The internal envelopes shall equally carry the name and address of the Bidder in a way as to enable the Project Owner or Delegated Project Owner to return the sealed offer if it is declared late offer in accordance with the provisions of Articles 24 and 25 of the General Regulations.

23.4. If the external envelope is not sealed and marked as indicated in Article 22 (1) and (2) above, the Project Owner or Delegaed Project Owner shall not be responsible if the offer is misplaced or opened prematurely.

23.5 In the case of online submission, the offer to be provided by the bidder shall include three electronic files corresponding to the three administrative, technical and financial volumes.

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

23.5 At the same time as the electronic transmission, bidders shall forward to the Contracting Authority or the PO/DPO within the same indicated time limit, a back-up copy of their offer on hard electronic device (CD, DVD, USB Key…). This copy shall be transmitted in a sealed envelope through the postal service or submitted to the Contracting Authority or the PO/DPO. This sealed envelope shall be clearly and readable marked “backup copy” as well as the references of the consultation.

23.7 The constituent elements of the online or offline Offer of the bidder shall be the same for a given consultation.

23.8 For bids that are to be opened in two stages, the envelope containing the sample financial offer marked as such, shall be initialled by the Chairperson of the Tenders Board and forwarded on the spot, to the public contracts regulatory body.

**Article 24: Bids submission date and time limit**

a. The bids must be received by the Project Owner or Delegated Project Owner through their internal public contracts administrative management entity at the address specified in Article 22(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. Tenders submitted electronically shall be acknowledged by a receipt stating the date and time of receipt and the reference of the consultation.

f. 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 shall be specified in the RPAO.

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

**Article 25: 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 in accordance with Article 24 of the General Regulations shall be inadmissible by the Tenders Board.

**Article 26: Modification, replacement and withdrawal of bids**

For offline submissions,

26.1 A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Project Owner or Delegated Project Owner before the end of the time limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of Article 21(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’.

26.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of Article 22 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

26.3 In application of Article 26(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

26.4 No bid may be withdrawn within the period between deadline for the submission of bids and the expiry of the period of 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 20.6 of the General Regulations.

24.5 For online submissions, several tenders may be submitted by the same bidder before the date and time limit for 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 26 paragraphs 1 to 4.

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

**Article 27: Opening of envelopes and petitions**

27.1 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.

27.2. All bids shall be opened in single phase, including for major or complex supplies and quantifiable services that have been the subject of a pre-qualification procedure.

Firstly, envelopes marked “withdrawal” shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid 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 content 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 bids or back-up copies which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

27.3. 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.

27.4. 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.

27.5. 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-committeeas the case may be. 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 if requested. 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

27.6. 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 an initialled copy of the bids presented by the bidders.

27.7. In the event 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 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 verified documents, 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.

27.8. 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 tenders.

**Article 28: Confidential nature of the procedure**

28.1. No information relating to the examination, evaluation and comparison of bids, 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.

28.2. 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.

28.3. Notwithstanding the provisions of Article 28.2 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 29: Clarifications on the bids and contact with the Project Owner or the

### Delegated Project Owner

29.1. 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, to the competent services or bodies to give clarifications on the bids.

29.2 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 tenders deemed abnormally low.

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

29.4. 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 30: Determining the conformity of bids

30.1. 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.

30.2. 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 12.1.b of the RGAO to ensure that all the stipulations of the Price Schedule are complied with without any substantial discrepancies or reservations.

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

i. which substantially affects the scope, quality or performance of the supplies and ancillary services specified in the contract;

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.

30.4. If a bid is essentially not in conformity with the Tender File, it shall be rejected by the competent Tenders/Control Board and shall not subsequently be made compliant to it.

30.5. 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 31: 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 evaluation and qualification criteria stipulated in the Special Regulations. It is essential to avoid any arbitrariness in determining these criteria.

**Article 32: Correction of errors**

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

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

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

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

32.3. 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 33: Conversion into a single currency

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

33.2. 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(RPAO).

**Article 34: Comparison of bids**

**34.1**. The Evaluation Sub-committee shall compare all substantially compliant offers to determine the offer evaluated as the lowest.

**34.2**. If the offer evaluated as the lowest is considered abnormally low or is significantly unbalanced in relation to the Project Owner's or Delegated Project Owner's estimate of the work to be carried out under the Contract, the sub-committee may, based on the sub-detail of prices provided by the bidder for any element, or for all the elements of the Detailed Quantity and Estimate, check whether these prices are compatible with the construction methods and the proposed schedule.

**34.3** On the proposal from the Evaluation sub-committee, the Chairperson of the Tenders Board may ask bidders or the competent administrations and organizations for clarification on the offers.

**34.4** In the event that a bid is deemed to be abnormally low, the Tenders Board shall suggest that the Project Owner or Delegated Project Owner request supporting documents from the bidder concerned.

If the supporting documents are deemed unacceptable, they shall be sent by the Project Owner or the Delegated Project Owner to the Public Contracts Regulatory Body, for opinion, at the same time as the request for clarification.

The Project Owner or the Delegated Project Owner shall take into account the opinion of the Public Contracts Regulatory Body when making a decision.

### Article 35: Preference granted to national bidders

35.1 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 bids 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. Consortium comprising Cameroonian enterprises;
   1. Tenders are considered equivalent when they have met the required technical conditions.
   2. or works contracts, the national preference margin is ten percent (10%).
   3. National preference shall only apply where the tender file so provides.

**F. Contract award**

**Article 36: Award**

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

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

36.3 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 signing.

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 in the Tender File.

**Article 37: Right of the Project Owner or Delegated Project Owner to declare an invitation to tender unsuccessful or to cancel a procedure**

37.1 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 opinion of the competent Board, without any room for claims.

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

37.2 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.

37.3 In the event of allotment, the provisions of the above paragraphs shall be applicable to each of the lots.

### Article 38: Notification of award of the contract

38.1 The award of a 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 signing. Any public contract award decision by the Project Owner or Delegated Project Owner shall be inserted, with an indication of price and execution deadline, in the public contracts journal of the public contracts regulatory body or in any other authorised publication, in particular in COLEPS.

38.2. Before the expiry of the validity period of the bids 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 39: Publication of contracts award results and petitions

39.1. 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.

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

39.3. After publication of the award results, tenders 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. This information shall be contained in the award decision.

39. 4. In the event 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.

39.5 Such a petition may lead to the suspension of the procedure following the assessment of the public contracts regulatory body.

**Article 40: Signing of the contract**

**40.1.** 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.

**40.2.** Prior to signing the contract under the conditions referred to in the paragraph above, the draft of the mutual agreement contract signed by the successful bidder is submitted to the competent Tenders Board for evaluation and opinion.

**40.3.** The Project Owner or the Delegated Project Owner shall notify the contract to its holder within five (5) working days following the date of its signing.

**40.4**. The successful tenderer shall have a period of fifteen (15) working days from the date of publication of the results 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.

**Article 41: Final bond**

**41.1**. 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*.*

**41.**.**2**. The final bid bond, the rate of which varies between 2 and 5% of the amount including all taxes of the contract, increased where applicable by the amount of the amendments, may be replaced by the guarantee of a bond from an approved banking establishment in accordance with the instruments in force, and issued for the Project Owner or the Delegated Project Owner or by a personal and several guarantee.

**41.3.** Small and mediumsized enterprises (SMEs) with national share capital and managed by nationals, as well as civil society organizations may, in lieu of security, provide a certified cheque, a bank cheque, a legal mortgage, or a bond issued by a banking establishment or or financial institution authorised in accordance with the instruments in force .

**41.4.** Failure to produce the final bond within the prescribed deadlines may cause the termination of the contract under the conditions provided for in the GAC. In this case, the bid bond is seized by the Project Owner.

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.

c. The provisions of the RGAO not included in the RPAO remain applicable.

d. The articles of the RGAO repeated in the RPAO shall keep the same numbers.

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

In the event 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 supplies ***and installation of information systems,*** which are subject of the invitation to tender should supplement or where necessary, specify the provisions of the General Regulations Governing the Invitation to Tender.

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

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

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

| **References of the RGAO** | Description of the provision of the RPAO |
| --- | --- |
| 1. **GENERALITIES** | |
| 1.1 | * Name and address of the Project Owner or Delegated Project Owner: *\_\_\_\_\_*      * Reference of the invitation to tender: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* * Number of lots: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*   **Definition of services:**    The supplies to be acquired consist in:  [insert a *brief* *description of the* **supply of computer equipment/softwares*, [*** *transport, handling (local), commissioning and reception as appropriate and to be specified by the Project Owner or the Delegated Project Owner] and ancillary services [**installation, training and initial maintenance…]*  *In the event of an allotment, specify the purpose and describe the consistency of each lot*  **N.B.**: Information on the services to be performed is detailed in the unit price schedule, the detailed quantity and estimate and the Description of the Technical Specifications (supplies) or the consistency of the services (quantifiable services). |
| 1.2. | The estimated delivery time for services is: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  This period for each of the tranches (if applicable), runs from the date of notification of the Administrative order to provide or commence the services. |
| 1.4. | Name, Purpose of the supply: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The service involves several phases: Yes \_\_\_ No \_\_\_ [if yes, state which].  Conference ahead of the preparation of proposals: Yes \_\_\_ No \_\_\_  *[if yes, indicate date, time and place]* |
| 1.6 | The Project Owner or the Delegated Project Owner is envisaging the need to ensure the continuity for some activities downstream: Yes\_\_\_\_\_No\_\_\_\_\_\_\_  [*If yes, specify the conditions, the scope, the nature and the schedule of the future activities and indicate here how this element will be taken into account in the evaluation*] |
| 2. | Source of financing:    The supplies, subject of this Invitation to tender, are financed by:  Budget*\_\_\_\_\_\_\_\_\_\_\_\_*Financial year *\_\_\_\_\_\_\_\_\_\_\_*Budgetary charge *\_\_\_\_\_\_*  *[Insert for externally financed contracts, the name of the Borrower and indicate, where applicable, what is his relationship with the Project Owner or the Delegated Project Owner, as indicated in the Preselection Notice. Also indicate the exact name of the Project]* |
| 4 .1 | The Invitation to Tender is open or restricted: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[to be specified]*  The candidates on the list below, shall be admitted to participate in this consultation:  [*In the event of a restricted invitation to tender, indicate the list of pre-qualified candidates*.] |
| 5.1. | *No material and supply to be acquired as part of this consultation shall come from the following places: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Indicate non-eligible countries of origin]* |
| 6.1 | The list of documents allowing to establish the qualification of the bidder includes the documents provided for in point 12 of these RPAO. |
| 6.2 | In the event of a group of companies, each member of the group shall present a complete administrative file, the documents: *The bank domiciliation certificate* (except in the case of joint co-contracting), *TheTF purchase receipt* and the *bid bond* “provided for in point 12 of the RPAO being presented only by the representative of the group. |
| 3.5 | Information necessary to be produced to justify the fulfilment of the eligibility criteria for national preference: [ Not *applicable]* |
| 7.3 | For the purpose of the supplies 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]* |
| 1. **TENDER FILE** | |
| 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. |
| **C- PREPARATION OF OFFERS** | |
| 12 | The language of offer is [Insert “English” or “French” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 13 | The bidder shall produce an offer grouped into three volumes and presented as follows: (In the event of online submission, the candidate shall provide, in a sealed envelope, a USB key or CD/DVD containing the back-up copy of the following three volumes): |
|  | **The tenderer should produce a three-volume tender, presented as follows:**  ***1-Volume 1: 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 appointed agent (following the attached model);* 2. *The group agreement\_\_\_\_\_\_\_\_\_\_\_\_(specify the form of the notarised group or private agreement) and specifying the representative if applicable (in the event of several groups);* 3. *Signing empowerment, if applicable;* 4. *A clearance certificate issued by the relevant tax administration, certifying that the bidder has make all the statutory declarations with regard to taxes for the current year, dated less than three months.* 5. *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;* 6. *A certificate of bank domiciliation of the bidder, issued by a bank approved by the Ministry of Finance of Cameroon unless otherwise stated by the funding agreement; (in the case of joint co-contracting each member of the group shall provide the bank domiciliation certificate relating to the contract, subject of the lot of which he is the holder.)* 7. *TF purchase receipt of non-refundable sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CFA francs and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CFA F [insert amount in figures and in words ] payable to [Place of payment of the fees of purchasing the tender file: [to the Public Treasury for public administrations and to the CAS- ARMP Special Account for other Project Owners unless expressly exempted];* 8. *A hand-endorsed 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 a first cateogory 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;* 9. *A certificate of non-exclusion from public contracts issued by the Public Contracts Regulatory Body, bearing the number and the subject of the invitation to tender;* 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;* 12. *Copy of the trade register certified by the legal administration competent authority.*   *In the event of a group, each member of the consortium must submit a complete file that is, documents a, f, h must only be presented by the group's representative.*  **Bidders not established in Cameroon** shall not be bound to produce the documents they may not be subject to, they shall 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 in the event of necessity.   **NB: T**he required administrative documents must be submitted in originals or copies certified by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Regulations 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 2: Technical offer**  It includes notably:  ***b1 Information on qualifications***  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 bidder’s references***   1. A list of contracts carried out as the main supplier (or subcontractor) over the last [to be specified] years shall be provided with the names of the beneficiary Administrations in compliance with the standard form attached in the appendix.   *These references shall be accompanied by the supporting documents, notably:*   1. *Copies of the first and last pages of the contract;* 2. *Minutes of the final or provisional acceptance or performance certificate signed by the Project Owner;;* 3. *Copy of the last detailed account for contracts underway;* 4. *Other supporting documents 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 official 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: CV; Labour contract; Various acts of promotion during the career, if any.*  **b.1.2. Personnel**   1. A list of personnel to be mobilized as part of the related services (installation of equipment and user training) according to the model appended to the TF   ***N.B.: Require, for the proposed personnel, a copy of the certificate and proof of experience, namely:***   1. certified true copy of the diploma dated less than three (3) months; 2. certificate of registration with national orders, if applicable; 3. signed curriculum vitae; 4. signed certificate of availability; 5. work certificates or labour contracts   ***All the above documents must be true certificates, signed and dated within three months of the original deadline for submission of tenders by the issuing service or a competent authority.***  ***b.1****.****3*** *materials to be mobilized (if applicable)*   1. a list of small materials necessary for the installation of equipment or performance of related services, if applicable and (to be indicated).   ***NB:*** *This list must be supported by certified copies of the registration documents for rolling stock, certified by the relevant issuing authority, and the purchase invoice(s) for other rolling stock, certified by a competent authority and showing the vendor's taxpayer number. If the equipment is to be hired, these supporting documents must be accompanied by an equipment hire agreement signed by both parties, if applicable.*  *b.2.****Technical proposal***  The list of documents to be provided by bidders to justify their technical proposal includes:   1. prospectuses, catalogues or drawings to be specified (only documents produced by manufacturers shall be authentic for equipment); 2. Proof of after-sales service, if applicable; 3. The timetable, planning and delivery deadline for the supplies; 4. the certificate of origin issued at the time of shipment, if applicable;   *b.3.* ***Proof of acceptance of the contract clauses***  The bidder shall submit copies of the following documents duly initialled on each page and signed on the last page preceded by the words **“read and approved”:**   1. The Special Administrative Clauses (SAC); 2. The technical specifications.   ***b 4 the bidder shall fill out and subscribe the following forms:***   * the integrity charter dated and signed; * The commitment statement to comply with environmental and social clauses, dated and signed   *b .5.* ***SAC Comments, Technical Specifications and ToR if applicable***  The bidder shall attach the observation note on the technical specifications of the supplies and ToR, accompanied by any proposals.  b.6 Financial capacity;  b.7 The sworn declaration for non-abandonment of worksite;  **C. Volume 3: Financial offer**  This envelope shall include:  **c.1. The tender 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(if applicable)**;  To this effect, tenderers shall use the documents and models or standard forms provided in for the Tender File.  *Specify, if applicable, whether the tenderer must attach the soft version of the offer in case of physical submission of the 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 offer shall be authentic.  ***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, so as to facilitate evaluation.* |
| 14.1 | Taxes: The prices proposed should be expressed all taxes inclusive *[Indicate here, where applicable, the specific exclusion of taxes, dues or duties which may be allowed in the price of the offer. This Clause shall comply with Article 35 of the SAC].*  *In the case of an international invitation to tender, the incoterm is ------------------- the Project Owner or Delegated Project Owner must specify the incoterm (Delivered At Place (DAP) .............) of the order and the related tax and customs regime.* |
| 14.2. | The contract prices *[insert “shall” or “shall not”] be* revisable. |
| 14.3. | *The element local expenses shall be expressed in national currency : Yes \_\_\_ No \_\_*  *[As part of this consultation, the currency(ies) of the tender is (are) defined according to option A (local currency only) or option B (local and foreign currencies) of Article 15.1 of the RGAO]*  The exchange rate for converting the bidder's offer into local currency and for converting future invoices into foreign currency shall be that [to be specified: example, that of the BEAC in this case on the date : \_\_\_  [to be specified (select a date not more than twenty-eight (28) days before the deadline for submission of bids, nor later than the initial date of expiry of the tender validity period; for example, three working days before the deadline for submission of tenders)]]. |
| 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 tenders].* |
| 18.1 | The period of validity of offers is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert period in days]* from the deadline of submission of bids.  *[Insert the number of days following the deadline of submission of offers. This period shall be realistic and allow sufficient time to evaluate the offers, taking into account the complexity of the services, and obtain the necessary references, clarifications and authorizations (including “no-objection” from the donor and notify the award of the contract. Normally, the validity period should not exceed one hundred and twenty (120) days.]* |
| 20.1 | The Amount(s) of the bid bond(s) are per lot (if applicable) as follows:   |  |  | | --- | --- | | Lot | Amount | | 1 |  | | … |  | | n |  |   *[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 allotment, specify the amount for each lot.]* |
| 21 | The bidder shall provide an original offer and [*Indicate number*] *\_\_\_\_\_\_\_\_\_\_* copies.  *[Normally seven copies including one original and six copies. Take into account the copy to be initialled by the Chairperson of the Tenders Board and to be transmitted to the body in charge of the regulation at the end of the bid opening session.]*  *[In the event of the Restricted Invitation to Tender (opening in 2 stages), the bider shall provide a seventh copy of the copy of the financial offer, in a sealed envelope and marked "sample offer" to serve as a sample offer intended for the body in charge of the regulation of public contracts for safekeeping]].* |
| **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 bidder, he may not use both methods at the same time).* |
| 22 | **Online submission**  Information to be added on the external envelope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  For electronic bidding, the maximum sizes of documents that will pass through the platform and constitute the bidder's offer are as follows:   * 5 MB for the Administrative Bid; * 15 MB for the Technical Bid; * 5 MB for the Financial Bid.   The accepted formats are as follows:   * PDF format for text documents; * JPEG for images.   The candidate shall take care to use compression software in order to possibly reduce the size of the files to be transmitted.]    The offer shall be transmitted by the bidder on the COLEPS platform or by any other means of electronic communication indicated by the Project Owner in the TF.  For the purposes of submitting offers, the address of the Project Owner or Delegated Project Owner to be used for sending offers is as follows:  Service of the Project Owner or Delegated Project Owner: [to be specified]  Address: [insert street name and building number]  Postal code: [insert postal code number]  Floor/Office Number: [insert floor and office number]  For electronic bidding, the offer shall be transmitted by the bidder on the COLEPS platform ***or any other means of electronic communication indicated by the Project Owner***. A backup copy of the offer recorded on a USB key or CD/DVD shall be deposited in the services of the PO/DPO or CA concerned in a sealed envelope with the clear and legible mention “backup copy” and the references of the invitation to tender within the stipulated deadlines.]  *[online submissions shall be sent through electronic means via COLEPS available on* [*http://www.marchespublics.cm*](http://www.marchespublics.cm/) *or* [*http://www.publiccontracts.cm*](http://www.publiccontracts.cm/) |
|  | **Offline submission**  For the purposes of submitting offers, the address of the Project Owner or Delegated Project Owner to be used for sending offers is as follows:  Service of the Project Owner or Delegated Project Owner: [to be specified]  Address: [insert street name and building number]  Postal code: [insert postal code number]  Floor/Office Number: [insert floor and office number]  The date and time of bids submission shall be as follows:  **The date and time limit for submission of offers is as follows:**  Date: [insert the day, month, year; for example: 15 June 2005]  Time: [insert the time;]  The reference time zone is local time (GMT/UTC) visible on the submission page  Information to be added on the external envelope:  Sealed envelopes shall include the following indication:  the Invitation to tender number: National or International] [Open or Restricted] No.….... /  [Type: ONIT, OIIT, RIIT or RNIT] [The Project Owner or the Delegated Project Owner  TB / ITB or RTB or DTB or STB (CCCB if applicable) [Financial year] of [Date of signature of the Tender Notice] |
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|  |  |
| **E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS** | |
| 27. | The opening of bids shall take place on \_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_ o’clock [ to be specified] precisely in the \_\_\_\_\_\_\_\_\_ meeting room located at \_\_\_\_\_\_\_\_\_\_\_\_ [to be specified]  *[Bids shall be opened within one hour maximum after the deadline for the submission of offers*] .  Only bidders may attend this opening session or be represented by one duly authorized person of their choice, even in the case of a group of entreprises.  **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 Rules of the Call for Tenders. They must be valid at the time of submission of the Tender and must be less than three (3) months old from the original deadline for the opening of tenders or have been drawn up after the date of signature of the tender notice.**  In the event of absence or non-compliance of a document from the administrative file when the bids are opened, a period of forty-eight (48) hours is granted to the bidders concerned to produce or replace the document in question.  The Tenders Board shall declare inadmissible and reject:   * any tender produced in insufficient number or only in copies for submission in hard version, * any bid in black on white for online submission; * bids bearing indications as to the identity of the bidders; * bids received after the date and time for submission; * bids without any indication of the identity of the invitation to tender; * bids that do not comply with the bidding method; * Any tender that does not comply with the provisions 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 cause the outright rejection of the bid with no room for complaint**. A bid bond produced but having no connection with the consultation concerned is considered to be absent. A bid bond submitted by a tenderer during the tender opening session is inadmissible; * In the 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 in charge of 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. * Tenders Board shall draw up minutes of the tender opening session, a copy of which shall be given to all the tenderers.   *[The start of the bid opening session shall take place no later than one hour after the deadline for receipt of offers set in the Tender File].* |
| 31 | *The evaluation of offers shall be based on the following criteria:*  *[It is up to the Project Owner to determine which criteria shall be essential and which shall be eliminatory. It is being understood that a criterion cannot be both eliminatory and essential].:*  ***Eliminatory criteria***  *[The eliminatory criteria**lay down the minimum requirements to be avoided in order 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 lead mto the rejection of the tenderer’s bid.]*  *For information purposes,*  These include:   1. **Eliminatory criteria**  * the absence of a bid bond; * the non-production beyond the 48-hour deadline of a document of the administrative file deemed non-compliant or absent when the envelopes were opened (except the bid bond); * false declarations, fraudulent schemes or falsification of documents; * non-compliance with X essential criteria (X referring to the qualification threshold for technical offers); * the absence of a sworn declaration of non-abandonment of services over the last three years; * the absence of the dated and signed integrity charter; * the absence of a dated and signed commitment declaration to comply with environmental and social clauses; * the absence of a quantified unit price in the Financial Bid; * the absence of a prospectus accompanied by the manufacturer's technical data sheets, if applicable; * the absence of approval from the manufacturer/publisher or authorization from the approved supplier, or absence of the approval or the supplier’s authorisation issued by the approved distributor by the manufacturer accompanied by the approval of the said distributor, where applicable; * non-compliance with one of the major technical specifications indicated in the Description of of the supplies of this TF, where applicable; * non-compliance of X% of the minor technical specifications indicated in the Description of the supplies of this Tender File, where applicable; * *non-compliance with the file format of the offers, in the event of online submission;*   NB: Depending on the specificity of the service, other relevant criteria may be added when preparing the TF.   1. **Essential criteria**   *(The so-called essential are primordial or key criteria, which attest to the technical and financial capacity of the candidates to execute de services or to provide supplies subject of the invitation to tender. These must be determined according 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); * delivery schedule (planning and and calendar for the execution of ancillary service); * access to a credit line or other financial resources (as appropriate); * Proof of acceptance of the terms of the contract (the Special Administrative Clauses, (SAC) and the Technical Specifications initialled and signed on the last page); * Qualification and experience of staff; * Logistics means, if applicable; * Guarantee deadline; |   ***NB****: Depending on the specificity of the service, other criteria may be added while preparing the TF.*  The system of scoring tenders by awarding marks is prohibited in favour of the binary mode (yes or no*)]*.  **Criteria and sub-criteria for the detailed evaluation of tenders**   1. **Eliminatory criteria**   **The eliminatory criteria shall be evaluated on the basis of 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]***  *For information purposes, they are:*   | **No.** | **Heading** | | | **Yes/No** | | --- | --- | --- | --- | --- | | 1. **Eliminatory criteria related to the administrative file** | | | | | | 1 | Absence of the bid bond when the bids are opened, issued by a first-class 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 offer** | | | | | | 3 | Failure to produce the sample required at the bid opening; [if applicable] | | | Yes/No | | 4 | Absence of the certificate of origin; [where necessary] | | | Yes/No | | 5 | Absence of the supplier’s approval to operate in the area of the supply of books, subject of the the call for tender, as the case may be. | | | Yes/No | | 6 | Absence of approval or the supplier’s authorisation issued by the manufacturer or absence of the authorisation issued by an approved manufacturer approved by the manufacturer accompanied by the approval of the said distributor, [as appropriate]. | | | Yes/No | | 7 | Absence of prospectus, catalogue, drawing or technical data sheet produced by the manufacturer; as appropriate. | | | Yes/No | | 8 | Failure to respect one major technical specification indicated in the Description of the supplies of this present TF. | | | Yes/No | | **Manual/Equipment/material No.1**  Major technical specifications [Mandatory characteristics] | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | **Manual/Equipment/Material** **No.2**  Major technical specifications  *[Mandatory characteristics]* | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | 9 | Failure to meet at least X% of minor technical specifications indicated in the Description of supplies of this TF, where necessary. | | | Yes/No | | **Manual/Equipment/Material** **No.2**  Minor technical specifications  *[Desirable characteristics]* | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | **Manual/Equipment/Material** **No.2**  Minor technical specifications  *[Desirable characteristics]* | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | 9 | Absence of dated and signed integrity charter | | | Yes/No | | 10 | Absence of the commitment statement to respect environmental clauses | | | Yes/No | | 1. **Eliminatory criteria related to the financial offer** | | | | | | 10 | Absence of a quantified unit price in the financial offer | | | Yes/No | | 1. **General eliminatory criteria** | | | | | | 11 | SAC initialled on each page and signed with the words "read and approved". | | | Yes/No | | 12 | False declarations, fraudulent schemes or falsification of documents | | | Yes/No | | 13 | 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 | | 14 | Non-compliance with the file format for tenders submitted online; | | | Yes/No | | 15 | Absence of a sworn declaration that no worksite has been abandoned during the last three years | | | Yes/No |   ***NB:*** *Depending on the specificity of the service, other criteria may be added while preparing the TF.*   1. **Essential criteria**   The evaluation of the essential criteria or those relating to the qualification of the Bidders will relate for information purposes, only to:  *[to be formally specified for each criterion, or sub-criterion]*   * The essential criteria and sub-criteria detailed for each lot, * the modalities for validating a criterion based on the number of sub-criteria met, * **the presentation o****f the offer;**   (Legibility, documents in the order of the RPAO, summaries, coloured dividers, pagination, etc.)  [t**o be specified validation of ..........................sub-criteria by criterion to obtain a yes]**   * **Experience**  1. **General experience**   Experience in X contracts \_\_\_\_\_\_\_\_ number of contracts executed as supplier during the last \_\_\_\_\_\_\_\_\_\_\_[*three to five*] years preceding the deadline for the submission of tenders.  Sub-criterion [to be completed]  Sub-criterion [to be completed]  Sub-criterion [to be completed]  *[validation of .......................... sub criteria per criterion to obtain a yes, to be specified]*  Specific experience in similar services (to those in the invitation to tender)  Having effectively executed satisfactorily, as a supplier or subcontractor, at least X \_\_\_\_\_\_\_\_ number of contracts similar to the supplies of (specify activities similar to that which is the subject of the supplies [1] over the last X \_\_\_\_\_\_\_\_ [three to five] [2] years with a minimum value of \_\_\_\_\_\_\_\_\_[3].  The similarity shall relate to the nature, physical size, complexity, methods/technologies or other characteristics.  *[Specify validation of .......................... sub criteria to obtain a yes]*  *[The nature of the supporting documents of this experience should be appraised with objectivity]*  *These references shall be backed by supporting documents, namely:*   1. *Copies of the first and last pages of the contract;* 2. *Minutes of provisional or final acceptance or performance certificate signed by the Project Owner* 3. *Other supporting documents, if applicable to be specified.*   *1. The number of contracts shall be from one to three, depending on the size and complexity of the contract in question, the risk for the Project Owner of failure on the part of the contractor. For example, for small to medium-sized contracts, a Project Owner may be prepared to take the risk of awarding a contract to a candidate who has only completed one similar contract. This number shall also be set in a discriminatory manner but taking into account the number of services of the same nature carried out in the country.*  *2. The period covered is normally three to five years.*  *3. The amount indicated could be approximately 75% of the estimated contract value, rounded up.]*  *4. For contracts in which no warranty period is provided for or when the warranty period has not yet expired, the provisional acceptance report is taken as proof as the case may be, the final acceptance report shall be authentic].*   * **An after-sales service:**   Bidders shall produce:   1. a roof of availability of spare parts, and/or mandatory consumables [to be specified by the Project Owner or Delegated Project Owner] for a period [to be specified], 2. a local representation including (in the event of an international invitation to tender); 3. qualified personnel to ensure commissioning and monitoring of the guarantee\_\_\_\_\_\_\_\_\_\_\_ *[specify the number and the profile of the personnel requested],* 4. Users training, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be specified or if yes, the number and the method of selecting the users to be trained).   [to specify the validation of X…………………….sub-criteria per criterion to obtainin 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 not be considered in the evaluation. If the file of the same expert appears in more than one tender, 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 or taken into account in the offer not validated by the expert.   * **Delivery schedule**   The Bidder will produce on the basis of realistic and consistent dates:   * the delivery schedule for supplies/software and; * the schedule for carrying out ancillary services (installation, users training (if applicable), maintenance (if applicable), etc….).   *[validation of .......................... sous criteria per criterion to obtain a yes, to be specified]*   * **Financial capacity**   Bidders shall present in particular:  i. the certificate of financial capacity issued by an approved bank;  ii. annual turnover according to the balance sheet or Statistical and Tax Returns;   1. access to a line of credit or other financial resources.   *[to specify the validation of X..........................sub criteria by criterion to obtain a yes]*  ***NB*** *(5)](1) [The period specified is generally 3 years; it may be increased to a maximum of 5 years. The financial information provided by an applicant 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 execution of the Contract, should prompt the chairperson of the Board concerned to seek the opinion of a financial expert when evaluating the tenders].*  ***In the case of newly created enterprises,*** *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 industrial 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 the case of a group of enterprises, it may be indicated that each member of the group of enterprises 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 turnover must not be set at a too high level as to prevent enterprises with the required technical and financial capacity from meeting the qualification criteria].*   * **Proof of acceptance of the contract clauses**   Bidders shall present duly initialled and signed copies with the words “read and approve” of the following administrative and technical documents governing the contract:   * The Special Administrative Clauses (SAC); * Technical specifications.   *[validation of .......................... sub criteria per criterion to obtain a yes, to be specified]*   * **Personnel (if applicable)**   The list of personnel to be mobilized as part of the ancillary services (installation of equipment and user training) ***[to be specified (names, qualification, general experience, specific experience, …)]***  ***N.B.: the proposed personnel, a copy of certificate and proof of experience, namely:***   1. certified true copy of the diploma dated less than three (3) months; 2. attestation of registration with national orders if applicable; 3. signed curriculum vitae; 4. signed attestation of availability; 5. work certificates or labour contracts   ***All the documents listed above shall be true copies, signed and dated of less than three months.***  ***validation of .......................... sub criteria per criterion to obtain a yes, to be specified]***  **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 not be considered in the evaluation. If the file of the same expert appears in more than one tender, 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 not taken into account.   * **Materials to be mobilized (if applicable)**   A list of small materials necessary for the installation of equipment or provision of ancillary services, if applicable. **[to be specified (type, characteristics, minimal number, other specific precision…)].**  ***précision spécifique …)]***  ***NB:*** *Attach copies, certified by the issuing authorities or any other authorised authority, of the registration documents for rolling stock and the purchase invoices showing the taxpayer number of each issuer for other rolling stock, if applicable, accompanied by a signed equipment hiring agreement.*  ***[to be specified the validation of X..........................sub criteria by criterion to obtain a yes]***  ***Detailed evaluation grid***  *A detailed evaluation grid consistent with the requirements of the Special regulations governing the Invitation to Tender* ***may be annexed to these Special Regulations. The said grid and the criteria detailed below must formally specify the procedures for validating a criterion on the basis of the number of sub-criteria met].***  ***In the event of a conflict between the content of the TF documents, the elimination of a tender for non-compliance with the TF content must be based solely on the criteria contained in the RPAO, the provisions of which take precedence over those of the other documents.*** |
| 31.1 | The currency used for conversion into a single currency is: the CFA Franc |
| 31.2 | The source of the exchange rate is the Bank of Central African States (BEAC),  The exchange rate date is: [retain a date which will not be more than twenty-eight (28) days before the deadline for the submission of offers, nor after the initial expiry date of the validity period of the offers].  the exchange rate for converting the bidder's offer into local currency and for converting future detailed accounts into foreign currency will be that [to be specified: e.g. that of the BEAC three working days before the deadline for submission of bids]. |
| **F- AWARD OF THE CONTRACT** | |
| 36.1 | The contract shall be awarded to the Bidder whose offer has been recognized as substantially compliant with the Tender File and who has the technical and financial capabilities required to execute the Contract satisfactorily and whose offer has been evaluated as *the lowest or the best offer* after application of the rebates offered, if applicable. |
| 36.2 | *In the event that a bidder is proposed to be awarded several lots, the Project Owner or the Delegated Project Owner shall take into account the proposed rebates and shall be based on the combination which is the most economically advantageous for him in order to establish the list of bidders per lots. [if not, specify another method**].* |
| 36.3 | *The combination to be applied in case of simultaneous award of several lots is as follows: [specify, if applicable, a method other than the one most economically advantageous for the Project Owner or Delegated Project Owner].* |
| **G- FINAL BOND** | |
| 39 | The rate of the final bid bond is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [to be specified between 2% and 5%] 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 bid bond following the model attached to the Tender File. |
| 40 | **Ethical principles**  Tenders Board chairpersons and members, bidders and other participants in the procedure must observe the strict rules of professional ethics in all aspects. In particular, they must refrain 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 advantage in order to influence the action of a public employee during the award or execution of a contract or a jobbing order 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 detrimental 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 bid) aimed at artificially keeping bid 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 provisions of these Special Administrative Clauses (SAC) establish the rights and obligations of the parties to the contract. These rights and obligations shall be in all respects in compliance with the General Administrative Clauses (GAC), which already sets out the regulatory framework applicable to the execution of supply 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 which the Project Owner or Delegated Project Owner should follow to prepare each Tender File and contract draft.

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**Chapter I: Generalities**

**Article1: Subject of the contract**

The purpose of this contract is the supply of [*Indicate the purpose of the supply in compliance of Article 1 of the RPAO]* to the *[*Project Owner or Delegated *Project Owner]* accordingto the characteristics defined in the technical specifications and the quantities defined in the detailed quantity and estimate.

**Article 2: Contract award procedure**

This contract is awarded *[indicate the method of awarding the contract with its references]*

**Article 3: Duties and security**

*3.1.* ***Duties (see the 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 services;
* **The Contract Manager shall be:** *[to be specified].* He ensures the proper execution of contractual obligations.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 work 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 Contract 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 provided for in 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 to institute 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 law and regulations

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

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

If the regulations, laws and administrative and fiscal provisions 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 supplies delivered in execution of this contract shall comply with the standards set out in the Technical Specifications or in the Special Technical Clauses, where applicable and where no applicable standard is mentioned, with the authoritative standard applicable in Cameroon in the area, this standard shall be the most recently approved by the competent authority.

5.2. Contracting partner shall study, execute and guarantee the supplies of this contract taking into consideration the best implementation practice in Cameroon for operations of similar technology.

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

1. The tender or commitment letter;
2. The tender of the contracting partner and its appendices in all the provisions not contrary to the Special Administrative Clauses (SAC), the Terms of Reference(ToR) where applicable, or the technical specifications of the supplies, or the technical clauses of the services, where applicable;
3. The Special Administrative Clauses (SAC);
4. The Technical Specifications of the supplies (ST);
5. The Detailed or Cost Estimates (DQE);
6. The Schedule of Unit Prices (BPU);
7. The sub-detail of unit prices (SDPU) and the breakdown of all-in prices, where necessary;
8. The General Administrative Clauses (GAC) applicable to supplies and quantifiable service contracts;
9. The applicable General Administrative Clause (GAC) to which it is specifically subject;
10. Any other useful documents (the Minutes of Negotiations, the Technical Specifications(CST), 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, etc.);
11. The Integrity Charter;
12. The commitment 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. 92/007 of 14 August 1992 on the Labour Code;*
2. Law No. 2015/018 of 21 December 2015 governing commercial activity in Cameroon;
3. Law No. 2018/011 of July 11, 2018 on the Code of Transparency and Good Governance in the Management of Public Finances in Cameroon;
4. Law No. 2018/012 of July 11, 2018 on the financial regime of the State and other Public Entities;
5. *Law No. 20.. of …… December 20… Finance law of the Republic of Cameroon for the 20…... financial year;*
6. *Law No. 2010/012 of December 21, 2010 relating to cyber security and cybercrime in Cameroon;*
7. *Law No. 2015/006 of April 20, 2015 amending and supplementing certain provisions of Law No. 2010/013 of December 21, 2010 governing electronic communications in Cameroon;*
8. *Law No. 2010/021 of December 21, 2010 governing electronic commerce in Cameroon;*
9. *Law No. 2001/0130 of July 23, 2001 establishing the minimum service in the telecommunications sector*
10. Framework Law No. 2011/012 of 6 May 2011 on Consumer Protection in Cameroon;
11. *Law No. 2015/007 of April 20, 2015 governing audiovisual activity in Cameroon;*
12. *Decree No. 2001/048 of February 23, 2001 relating to the organization and functioning of the Public Contracts Regulatory Body and its subsequent amending instruments;*
13. Decree No. 2011/408 of December 9, 2011 to organise the Government, as amended and supplemented by Decree No. 2018/190 of March 2, 2018;
14. *Decree No. 2012/075 of March 8, 2012 to organize the Ministry of Public Contracts* in its provisions not contrary to the Public Contracts Code;
15. Decree No. 2018/366 of June 20, 2018 to institute the Public Contracts Code and its implementing instruments;
16. Decree No. 2019/150 of March 22, 2019 relating to the organization and functioning of the National Agency for Information and Communication Technologies;
17. Decree No. 2013/0396/PM of February 27, 2013 to lay down the terms and conditions for the operation and control of the use of electric radio frequencies;
18. Decree No. 2013/0397/PM of February 27, 2013 relating to the organization and functioning of the interministerial committee for the allocation of radio frequency bands;
19.  Decree No. 2013/0398/pm of February 27, 2013 to lay down the terms and conditions for the implementation of universal service and the development of electronic communications;
20. Decree No. 2013/0399/pm of February 27, 2013 establishing the terms for the protection of consumers of electronic communications services;
21. Decree No. 2013/0400/PM of February 27, 2013 establishing the terms of prior declaration and authorization, as well as the conditions for obtaining the approval certificate for the supply, export, import or use of cryptographic means or services;
22. Decree No. 2013/0403/pm of February 27, 2013 setting the maximum thresholds for public exposure to electromagnetic radiation;
23. Decree No. 2012/1643/pm of June 14, 2012 setting the conditions and procedures for mandatory security audits of electronic communications networks and information systems;
24. Decree No. 2012/1640/pm of June 14, 2012 setting the conditions for interconnection, access to electronic communications networks open to the public and sharing of infrastructure;
25. Decree No. 2012/1638/pm of June 14, 2012 establishing the terms of establishment and/or operation of networks and provision of electronic communications services subject to the authorization regime;
26. Decree No. 2012-1639/pm of June 14, 2012 establishing the declaration modalities, as well as the operating conditions of networks and installations subject to the declaration regime;
27. Decree No. 2012/203 of April 20, 2012 relating to the organization and functioning of the Telecommunications Regulatory Agency;
28. Decree No. 2012/1318/pm of May 22, 2012 to lay down the terms and conditions for granting authorization to exercise electronic certification activity;
29. Decree No. 2012/309 of June 26, 2012 establishing the terms of management of the special fund for electronic security activities;
30. Decree No. 2012/308 of June 26, 2012 establishing the terms of management of the special telecommunications fund;
31.  Decree No. 2018/0002/PM of January 5, 2018 to lay down the terms and conditions for online procurement procedures in Cameroon;
32. Order No. 00005 MINPOSTEL of April 24 to lay down the terms and conditions for obtaining Approval in the field of electronic communications;
33. Order No. 0006 MINPOSTEL /MINFI of May 2, 2017 to lay down the terms and conditions for the payment of entry fees and renewal of licenses in the field of electronic communication;
34. Order No. 000 00013/MINPOSTEL of June 27, 2012 establishing the terms of approval of electronic communications terminal equipment and radio installations;
35. Order No. 000 00014/MINPOSTEL of June 27, 2012 setting the qualification criteria for certificates and the technical characteristics of the mechanism for creating electronic signatures;
36. General Administrative Clauses (GAC) applicable to Public Contracts of Supplies put into force by order No.033/CAB/PM of 13 February 2007;
37. The standards in force ;
38. Circular [*To be indicated as necessary*] on instructions relating to the execution, monitoring and control of the execution of the budget of the State, Public Administrative Establishments, Local and Regional Authorities and other subsidized bodies for the financial year *[To be indicated as necessary];*
39. Other instruments specific to the field concerned by the contract;

### 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] ............... ...

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

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

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

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

Once the 15-day period set out in the GAC for informing the Project Owner or the Delegated Project Owner and the Contract Manager of their place of residence has elapsed, correspondence shall be validly addressed to the Council of [to be specified, this should be within the geographical area of the project].

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 services**

**Article 9: Consistency of services [to be specified see Technical Specifications]**

The supplies to be delivered and/or ancillary services to be executed within the framework of this contract include: (Description of the main sections or sub-set of supplies, equipment or services provided for in the detailed quantity and estimate.).

*[If the contract is awarded on the basis of a very specific supply, indicate the precision of the supply, followed by the words “or equivalent”]*

**Article 10: Place and delivery or execution deadline**

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

10.2. The delivery or execution deadline for the services covered by this contract is: [ To be *specified* (for each *tranche if applicable)]* Month, *(in figures and in words) for conditional tranche contracts, each tranche deadline, which runs as from the date of notification of the administrative order to commence services of the said tranche.*

*10.3. This period runs as from the date of notification of the Administrative order to commence the services unless otherwise stipulated [To be specified].*

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

|  |  |
| --- | --- |
| Tranche | deadline (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 Delegated Project Owner is responsible for the acquisition and provision of the site as well as its access, possession, use and access to all other areas reasonably necessary for the proper execution of the Contract, including all corresponding rights of way. For sites that are far from the Project Owner's head office, transportation costs for accessing them are the responsibility of the Contracting partner.

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 contracting partner against any threats, outrage, violence, assaults, insults or defamation to which he may be subjected as a result of or in connection with the discharge of his duties.

**Article 12: Administrative orders**

*[*The various administrative orders will be prepared and notified under the following conditions:

12.1. Once the contract has been notified to the contractor, the Project Owner or the Delegated Project Owner has fifteen (15) calendar days to sign the administrative order to commence service. A copy of the said administrative Order is sent to the Minister in charge of Public Contracts, the Regulatory Body, to the Contract Manager, the Contract Engineer, the Paying Agency, and the Project Manager as the case may be.

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

1. where an administrative order is likely to cause contract amount overrun, its signing is subject to proof of funding from the Project Owner;
2. In case of contract amount overrun, modifications 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 above-mentioned administrative orders will be sent to the Contract Manager, the Contract Engineer, the Paying Agency and the Project Manager if applicable.

1. The prior approval of the Paying Agency may be required before the signing of those affecting the amount.
2. In any event, any modification affecting the technical specifications or special technical clauses must be the subject of a prior study of the scope, cost and deadlines of the contract.

12.3. Administrative orders of a technical nature linked to the normal progress of services shall directly be signed by the Contract Manager and notified to the contracting partner by the Contract Engineer or the Project Manager (as the case may be) with copy to the Ministry of Public Contracts, to the Public Contracts Regulatory Body.

12.4. Administrative orders serving as formal notice shall be signed by the Project Owner or Delegated Project Owner and notified to the contracting partner by the Contract Manager, with copy to the Ministry of Public Contracts, to the Public Contracts Regulatory body, to the Contract Engineer and the Project Manager, if applicable.

12.5 Administrative orders for suspension and resumption of services due to bad weather or other case of force majeure shall be signed by the Project Owner or the Delegated Project Owner and notified to the contracting partner by the Contract Manager with copy. to the Ministry in charge of Public Contracts, to the Public Contracts Regulatory body, to the Contract Engineer, and to the Project Manager if applicable. *[To be adapted according to the type of supply*].

12.6 Administrative orders prescribing the services necessary to remedy any disorders not arising from the normal use that may appear during the guarantee period shall be signed by the Contract Manager, on the proposal of the Engineer and notified to the Contracting partner by the Engineer.

12.7 The Contracting partner 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 administrative 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 termination clause and to the Contracting partner being notified, by administrative order, of the Project Owner's decision to continue with the execution of the said tranches. If the Contracting partner has not been notified of this Administrative Order within the time limit set out in Article 13 of this contract, the Project Owner and the Contracting partner shall be released from this obligation for this conditional tranche on expiry of this time limit.

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

**Article 13: Conditional tranche contracts**

13.1. [*Specify whether the contract includes one or more tranches and the conditions for notification of each tranche].*

At the end of a tranche, the Project Owner or the Delegated Project Owner shall conduct the acceptance of the services for the tranche in question and shall issue a performance certificate to the Service Provider. This acceptance will be a condition for the start of the following conditional tranche*.*

13.2. The deadline from the date of provisional acceptance of the previous tranche for signature by the Project Owner or the Delegated Project Owner of the administrative order to commence a conditional tranche is: [To be *specified if applicable].*

13.3. The deadline for notification of this administrative order by the Contract Manager is seven (7) days maximum. This deadline is the same as that of the firm tranche.

**Article 14: Contracting partner’s equipment and personnel**

**14.1. The Personnel**

The supplier is bound to use the personnel proposed in the offer in the context of carrying out the ancillary services, if applicable as follows:.

**14.2. Replacement of key personnel (if applicable)**

Any modification, even partial, on the technical offer proposals shall only take place after written approval from the Project Owner or Delegated Project Owner or the Contract Manager. In the event of modification, the contracting partner shall have the personnel replaced by personnel of at least equal competence (qualifications and experience) or by equipment of similar execution and in good working order.

In any case, the lists of supervisory personnel to be mobilized shall first, be submitted for written approval to the Contract Manager or Contract Engineer as the case may be, within the X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days(to be specified) following notification of the administrative order to commence services. After this deadline, the lists shall be considered approved.

The Project Manager or Contract Engineer, as appropriate, shall have X\_\_\_\_\_\_\_\_\_\_ days (to be specified) to notify, in writing, his opinion to the Contract Manager. The Project Owner reserves the right to reject his approval to a person proposed by the contracting partner whose qualification would be insufficient.

Any unilateral modification of the proposals in terms of materials and management personnel of the technical offer, before and during the services constitutes a reason for termination the contract as referred to in Article 38 below or application of penalties *[To be specified]*.

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

After written approval of the Project Owner or the Delegated Project Owner, the Contract Manager may ask the contracting partner to widraw a member of his staff, by providing reasons for his request, the contracting partner shall make sure that this person leaves the site within ten days and that he no longer has any connection with the service under the Contract. If the Project Owner requests the replacement of a member of a team for duly established serious misconduct or incompetence, the replacement is done on the expense of the contracting partner within a maximum deadline of fifteen (15) days.

**14.4 Representative of the contracting partner**

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.

This person in charge of coordinating services related tasks, must have sufficient powers to take the necessary decisions without delay to ensure the smooth running of the project.

**14.5 Labour legislation**

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

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

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

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

The 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.

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

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

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

**Article 15: Roles and responsibilities of the supplier**

15.1 The contracting partner’s duty is to supply the goods under the supervision of the Project Manager (to be specified if applicable) and to 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 tests and analyses, to determine, choose, purchase and supply all the tools, materials and supplies necessary for the execution of the services. He is obliged to employ all useful staff, whether specialised or not.

15.2- The contracting partner is responsible vis-à-vis the Project Owner or the Delegated Project Owner for the quality of the materials and supplies used, for ensuring that they are perfectly suited to the needs of the site, for the proper execution of the work and for the services and work carried out by approved subcontractors. He must comply with the legislation in force in Cameroon concerning respect of the environment. He must carry out all the work specified in the STC and the instruments and directives mentioned in the said document. In particular, he shall produce a worksite plate in accordance with regulations and to post internal company rules taking into account environmental and social issues.

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

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

**Conflict of interest shall mean** any situation wherein the contract holder 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.

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

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

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

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

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

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

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

**Article 16: Patent rights**

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

**Article17: Transport, insurance and civil liability**

17.1. Packaging for transportation

The supplier shall take all necessary measures to ensure that the supplies proposed are protected by careful packaging suitable for maritime, air, rail or road transport. The supplier shall take all measures to repair any damage possibly caused during transportation up to the place of delivery.

17.2. Insurance

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

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

1. **All builder’s risks insurance or for assembly operations:** covering loss or damage to the installations on the site, occurring before the completion of the installations, with an extended warranty covering the supplier's liability for loss or damage occurring during the warranty period, as long as the supplier remains on site to perform his obligations during the guarantee period.
2. **Third-party insurance:** covering the risks of body injury caused to third parties or the risks of death of third parties (including the Project Owner's staff) and the risks of loss or damage caused to goods, arising in connection with the supply and erection of the Facilities, where applicable.
3. **Other insurance** *[To be adapted as appropriate]*: Any other assurances which may be specifically agreed between the parties to the contract are presented, as listed in the appendix mentioned above.

In any event, the policy must cover all bodily injury, property damage and consequential loss caused to third parties or to the works from the day after the policy is taken out until final acceptance of the services.

If the contracting partner fails to take out and/or maintain the insurances referred to above, the Project Owner may take out such insurances and maintain them in force, and may from time to time deduct from any sum due to the 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 treated as if it were a debt due from the contractor.

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

**Article 18: Trials and ancillary services**

The contracting partner is required to have his own test workshops for carrying out all the trials for identifying and commissioning the supplies defined in the CST. The said trials in these workshops are carried out by the contractor's staff and his equipment.

*Trials and ancillary services concern [Specify the special provisions where applicable, in particular on]:*

1. *The commissioning operation;*
2. *The technical documentation to be provided;*
3. *Training of personnel.*

**Article 19: After-sales service and consumables**

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

1. *A duly authorized permanent representative;*
2. *Repair workshops, if applicable;*
3. *Qualified personnel capable of carrying out all repairs necessary for the proper functioning of the equipment and/or accessories he supplied;*
4. *A sufficient stock of spare parts or consumables.*

**Chapter III: Acceptance of services**

**Article 20: Documents to be provided prior to technical acceptance**

The contractor shall, within a period of at least ten (10) days before provisional acceptance, forward to the Project Owner or the Delegated Project Owner the following documents [Specify special provisions if applicable]:

1. Copy of the invoice describing the supplies, indicating their quantities, prices and total amount;
2. Notification or delivery schedule;
3. Warranty certificate by the manufacturer or approved supplier;
4. Certificate of origin;
5. The as-built plan (for the network), if applicable;
6. The detailed configuration and deployment report (for the network, supply and installation of a software), if applicable;
7. Copy of final bond;
8. Copy of insurance, if applicable.

**Article 21: Provisional acceptance**

**21.1. Operations prior to acceptance *[Insert if applicable].***

*Prior to provisional acceptance, the contracting partner shall request in writing from the Project Owner* *or the Delegated Project Owner, with copy to the Engineer, a technical visit organised before acceptance. This visit includes, among other operations: [List operations]*

*21.1.1 The acceptance committee or a technician appointed for this purpose, shall carry out quality and quantity checks, (to be specified either in the manufacturing plants and the terms and conditions if applicable, test workshops, warehouses 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 the Delegated Project Owner's sites).*

*These operations shall be the subject of a report drawn up on the spot and signed by the Project Manager, if applicable, the Engineer and the Contracting partner.*

*21.1.2 When these operations are carried out by a technician, the latter draws up a report containing a proposal for acceptance, repair, improvement or rejection, which is forwarded to the committee for a decision.*

*21.1.3 The Technical Acceptance Committee or the technician assigned to this task must restrict itself to checking compliance with the technical specifications.*

*In the case of technical acceptance, the Committee shall take one of the following decisions concerning all or part of the service:*

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

21.2. **Provisional acceptance**

The contracting partner must inform the Contract Manager of the date on which he wishes to take delivery of the supplies no later than *[To be specified]* days before the end of the contractual period.

Provisional acceptance shall take place as soon as the supplies covered by this contract have been delivered and the pre-acceptance operations have been completed.

The Committee, after verifying the technical specifications and commissioning the equipment, examine the minutes of the pre-acceptance operations and, if necessary, provisionally accept the services.

For contracts comprising several tranches, the Project Owner or the Delegated Project Owner shall provisionally accept the supplies for the tranche in question. This acceptance shall condition the start of the next conditional tranche.

At the end of the acceptance visit, all the participants sign, on the spot, an acceptance report stating whether or not acceptance has been granted and, if so, the reservations to be lifted, together with deadlines, before acceptance is granted.

If acceptance is not granted, the acceptance report shall specify the reservations to be lifted and the deadlines before granting acceptance.

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

**21.3. The Acceptance Committee shall be composed as follows, as indication:**

*The Acceptance Committee shall be made up of the following members [by way of indication]:*

*Chairperson: The Project Owner or the Delegated Project Owner or their 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 Managmentr) / Rapporteur [if there is no Project Management];*
* *The Stores-accountant for the Project Owner or Delegated Project Owner in accordance with the circular implementing the finance law for the year [To be specified].*

*Observer: The MINMAP representative;*

*Guest: The Contractor;*

The members of the acceptance committee are invited to attend at least ten (10) days before the acceptance date. The Contractor or the Service Provider is invited to the acceptance exercise by post at least ten (10) days before the acceptance date. He must attend (or be represented) by (Quorum to be specified). His absence is equivalent to unreserved acceptance of the conclusions of the Acceptance Committee.

**21.4. Partial acceptance** *[Indicate if partial acceptance is planned].*

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

**21.5. Start of the guarantee period**

*[Indicate whether or not the guarantee period begins on the date of provisional acceptance or partial acceptance].*

**21.6. Taking possession of supplies**

Any taking of possession of the supplies must be preceded by partial or provisional acceptance. However, if there is an emergency, possession may be taken prior to acceptance, subject to the establishment of a joint inventory of fixtures.

**21.7: Rejection**

When the Committee deems that the services have reservations such that it does not seem possible to grant either partial acceptance or acceptance with a reduction, the Contract Manager shall notify a reasoned decision to reject.

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 latter then has fifteen (15) days to notify a new decision, after receiving the opinion of the Acceptance Committee, if applicable; in the absence of 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 deposits already received.

**Article 22: Documents to be supplied after provisional acceptance**

Within thirty days following provisional acceptance of all the services, the Contractor shall submit the following documents to the Project Manager or to the Contract engineer, as appropriate:

* [Indicate whether the list of documents to be provided within 30 days after provisional acceptance].
* [Indicate the amount to be deducted from the guarantee in terms of penalty for failure to provide the said documents].

**Article 23: Contractual guarantee**

**23.1 Guarantee period**

The guarantee period is [To be specified (6 months for new supplies)] from the date of provisional acceptance of the services or partial acceptance where applicable (to be specified). The Contracting partner guarantees that the equipment delivered in execution of the contract is new.

**23.2 Obligations during the guarantee period**

During the guarantee period, the Contracting partner must, at his own expense, maintain the equipment in good working condition, that is ensure within ten (10) days of notification of the breakdown by the Administration and at the place of use, restore the equipment to good working condition for all breakdowns caused by construction defects or manufacturing faults that appear in the equipment. [Specify the obligations of the contracting partner during the warranty period] and reported by the Contract Manager or the Project Manager, as the case may be.

If, after provisional acceptance, the contracting partner has not complied within fifteen (15) days (concern) with the requirements of an administrative order concerning any restoration or repairs, the Contract Manager shall be entitled to have them carried out by his own workers or by another supplier and to recover the amount thereof at the expense of the contracting partner by deduction from any sums due, guaranteed or to be due to the latter under the contract.

**Article 24: Final acceptance**

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

24.2. The composition of the committee and the procedure for final acceptance are the same as for provisional acceptance.

24.3. The Project Manager [may or may not] be a member of the Committee.

24.4- The contract is definitively closed under the conditions set out in Article 32 paragraph 3 of these SAC on the General and Final Detailed Accounts.

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**Chapter IV: Financial clauses**

**Article 25: Contract price**

The amount of this contract, as shown in the detailed estimate, is the price set in the tender letter as shown in the *[Detailed or cost estimate]* attached. This amount is *(in figures) (in words)* CFA francs all taxes included (ATI); either:

- Amount excluding VAT: \_\_\_\_\_\_\_\_ (\_\_\_\_) CFA francs;

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

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

- Amount of the TSR, if applicable: ------------- (\_\_\_) CFA francs shall only be applicable for contracts concluded with holders whose headquarters are based abroad;

- Net to be paid = Net amount deducted from all taxes and dues: \_\_\_ (\_\_\_) CFA francs.

**Article 26: Guarantees or bonds**

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

***26.1. Final Bond***

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

Its amount is set at [between 2 and 5% maximum at the discretion of the Project Owner or the Delegated Project Owner] of the amount of the contract including all taxes, plus the amount of any amendments, if applicable.

1. The guarantee shall be expressed in the currency or currencies of the Contract, or in a freely convertible currency satisfactory to the Project Owner or the Delegated Project Owner, and shall follow one of the models provided in the Tender File [bank guarantee, certified cheque, bank cheque, legal mortgage].
2. The methods of substitution of the bond provided for in accordance with Article 140 of the Public Contracts Code.
3. 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 services, following a release order issued by the Project Owner or the Delegated Project Owner at the request of the contracting partner.
4. Small and medium-sized enterprises with national share capital and managed by nationals, as well as civil society organisations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage, or a bond issued by a banking institution or financial institution authorised in accordance with the instruments in force.

***26.2. Performance bond in replacement of the retention bond***

*[When the contract includes a guarantee or maintenance period, the retention bond is set at [10%maximum] of the amount of the contract including all taxes inclusive, increased, where applicable, by the amount of any amendments].*

The retention bond or performance bond will be reimbursed within 30 calendar days after final acceptance of the services, on release order issued by the Project Owner after expiry of the guarantee period.

On expiry of a period of 30 calendar days, the securities cease to have effect; the competent body is obliged to return these securities or to release the retention bond or the performance bond upon simple request by the administration's contracting partner; unless the Project Owner or the Delegated Project Owner has duly notified the contractor's guarantor that he has not fulfilled all his obligations.

In this case, the security’s commitment can only be terminated by a release order issued by the Project Owner or the Delegated Project Owner.

***26.3. Start-off advance bond***

*[Specify, if applicable, the rates (maximum 40% of the initial price inclusive of tax of the contract, and 100% guarantee by a banking establishment under Cameroonian law or a first-rate approved financial organisation in accordance with the regulations in force)] and the* *procedures for refunding the guarantee].*

The procedures for refunding the guarantee are set out in Article 159 of the Public Contracts Code.

**Article 27: Place and method of payment**

Payments under this contract shall be made by bank transfer in the name of the service provider as follows:

For payments in CFA francs, either *(net amount to be mandated in figures and words)*, by credit to account No.\_\_\_\_\_\_\_\_\_\_\_ opened in the name of the service provider \_\_\_\_\_\_\_\_\_

1. At the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. For payments in foreign currencies, *(if applicable)* either *(net amount to be mandated in figures and words)*, by credit to account No.\_\_\_\_\_\_\_\_\_ opened in the name of the service provider at the bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Article 28: Price variation**

28.1. Prices shall be firm or revisable *[To be specified according to the terms of the Code]*

a. The down payments to the supplier as advances are not revisable.

b. The revision is “frozen” at the end of the contractual period, except in the event of a drop in prices.

28.2. Modalities for updating prices (if applicable)

The terms and conditions for updating prices are those provided for in the Public Contracts Code.

The revision of prices or their updating in application of the contractual clauses does not give rise to the conclusion of an amendment*.*

**Article 29: Price revision or updating formulae**

The prices in the schedule of unit prices may be revised [specify yes or no]. If yes, by application of the following formula [if yes Insert the formula and define the parameters and indices to be applied if applicable].

For each of the parameters, the index ‘0’ indicates the ‘basic value’ on the date of the month preceding that in which the bids were opened. *[Comply with the Public Contracts Code].*

**Article 30: Price updating formulae**

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

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

**Article 31: Advances**

31.1. The Project Owner or the Delegated Project Owner shall [grant or not grant] a start-up advance *[equal to % of the contract amount] [the value of which may not exceed forty (40%) of the initial price of the contract including all taxes]* guaranteed at one hundred percent (100%) by a bank incorporated under Cameroonian law or a first-rate approved financial institution in accordance with the instruments in force,

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

31.3 Repayment of the start-off advance is made by deducting a percentage: [To be specified] from the sums due to the contractor during execution of the contract and in accordance with the procedures defined in the said contract. This repayment starts under the contract on each detailed account or invoice, as soon as the total amount of supplies reaches or exceeds forty percent (40%) of the contract amount or of the tranche concerned and ends latest when the value in basic price of the services executed reaches eighty percent (80%) of the amount of the contract. The payment of the start-off advance is made after the required securities have been put in place, in accordance with the provisions of the Public Contracts Code.

31.4. If the contract does not give rise to the payment on account and is subject to a single payment, the start-off advance shall be deducted once from the single payment.

31.5. As and when 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.

31.6. The administration's contracting partner shall use the start-off advance exclusively for the purchase of Materials, equipment, materials and mobilisation expenses specially required for the execution of the contract.

**Article 32: Settlement of supply contracts**

**32.1. Provisional detailed accounts**

When delivery can be made, each partial delivery, unless otherwise stipulated in the contract, or each provisional delivery, shall give rise to a payment equal to the value of the (specify lot or contract) reduced, if applicable, of the retention bond and reimbursement of the advance granted. Provisional detailed account or invoices must be drawn up in seven copies at a frequency of: [To be specified either single or partial between one (1) and three (3) months] depending on the arrangements for partial acceptance].

*Only the invoice excluding VAT shall be paid to the contractor. The settlement of the amount of taxes shall be the subject of an order between the budgets of the [To be specified] and the Ministry in charge of finance.*

*The amount EVAT of the down payment to be made to the administration's contracting partner shall be mandated as follows:*

* *EVAT. - AIR or TSR] paid directly to the administration's contracting partner’s account;*
* *VAT at the current rate;*
* *AIR or TSR] paid to the Treasury in respect of the AIR or TSR due by the contractor; (These different rates may vary depending on the regulations in force).*

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

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

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

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

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

**32.2. Final detailed account**

[Indicate the period of time the administration's contracting partner has to send the draft to the Project Manager, if applicable, or to the Engineer after the date of provisional acceptance of the services (maximum 1 month)].

After completion of the services and within a maximum of [To be specified] days after the date of provisional acceptance, the contracting partner shall draw up, on the basis of joint observations, the draft final detailed account of the services actually carried out, which summarises the total amount of the sums to which he may claim as a result of the full execution of the contract.

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

[Indicate the period of time within which the Contract Manager must notify the Project Manager or Engineer of the rectified and accepted draft (maximum 1 month)].

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

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

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

**32.3. General and final detailed account**

*[Indicate the period of time available to the Contract Manager or the Project Manager to draw up the general and final detailed account for 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 supplies, the Contract Manager shall prepare the general and final detailed account of the contract and have it signed by both the Contracting partner and the Project Owner or Delegated Project Owner. This detailed account includes:

- The final detailed account,

- The balance,

- A summary of the monthly down payments.

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

*[Indicate the deadline for the contracting partner to return the general and final detailed account carrying his signature (maximum 1 month)].*

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

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

**Article 33: Interest on overdue payments**

Possible interest on overdue payment are be paid by statement of the sums due and calculated in accordance with the provisions of Articles 166 and 167 of Decree No. 2018/366 of 20June 2018 to institute the Public Contracts Code by applying the formula:

L = M x (n/360) x (i) in which:

M = Amount including tax of the sums due to the holder;

N = Number of calendar days of delay;

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

**Article 34: Penalties**

**A- Penalties for delays**

34.1 In case of contractual deadline unverrun attributable to the contract holder, penalties for delays shall be applied, the amount of which is set as follows:

a. One two-thousandth (1/2000th) of the initial contract amount all taxes inclusive and its possible amendments percalendar day of delay from the first to the thirtieth day beyond the contractual deadline set by the contract;

b. One thousandth (1/1000th) of the initial contract amount all taxes inclusive and its possible amendments per calendar day of delay beyond the thirtieth day.

34.2. For conditional tranche contracts, the deadlines and amounts to be taken into account are those of the tranche in question.

**B- Special penalties [Amount to be specified]**

34.3 Irrespective of the penalties for contractual time limit overrun, the contracting party shall be liable to the following special penalties for failure to comply with the provisions of the contract, among others:

* Late submission of the final bond [Amount or conditions to be specified];
* Late submission of insurance [Amount or conditions to be specified];
* Others to be specified by the Project Owner.

34.4 In any case, the cumulative amount of the penalties (late and special) may not exceed ten per cent (10%) of the initial contract amount all taxes inclusive and its possible amendments thereto, failing which the contract will be terminated.

The remission of penalties may take place only after the opinion of the body in charge of regulating public contracts requested by the Project Owner or the Delegated Project Owner.

**Article 35: Payment in case of group of enterprises and subcontracting**

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

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

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

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

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

**Article 36: Tax and customs regulations**

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

The taxes applicable to this contract include notably:

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

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

All taxes inclusive prices means VAT included.

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

**Article 37: Stamp duty and registration of contracts**

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

**CHAPTER V: MISCELLANEOUS PROVISIONS**

**Article 38: Termination of the contract**

* 1. The contract shall be terminated automatically in one of the following cases:

1. Death of the contract holder. In this case, the Project Owner or the Delegated Project Owner can, if necessary, authorise the acceptance of the proposals presented by the successors for the continuation of the services;
2. Bankruptcy of the contract holder. In this case, the Project Owner or the Delegated Project Owner may accept, if applicable, the proposals which may be presented by the creditors for the continuation of the services;
3. Winding up, if the Administration's contracting partner is not authorised by the court to continue running his business;
4. In case of of sub-contracting, co-contracting or subsidiary order without prior authorisation from the Project Owner or the Delegated Project Owner;
5. Default by the Administration's contracting partner, duly notified to the latter by the Project Owner or the Delegated Project Owner by an administrative order serving as formal notice and deficiency established;
6. Non-compliance with labour legislation or regulations;
7. Significant variation in prices under the conditions defined by the general administrative clauses, following modification of the economic conditions or the initial quantities of the contract;
8. Duly recorded fraudulent or corrupt practices.

38.2 The contract may also be terminated under the conditions stipulated in the GAC, in particular in one of the following cases:

1. Delay in execution of the services resulting in penalties of more than of 10% of the value of the services;
2. Refusal to repeat poor services;
3. Postponement or prolonged interruption decided by the Project Owner or the Delegated Project Owner,
4. Persistent non-payment for services;
5. Reason of general interest

38.3 The contract may also be terminated under the conditions stipulated in the GAC, in particular in one of the following cases:

1. In the event of force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of any liability on the part of the administration's contracting partner without prejudice to any compensation to which the latter may be entitled;
2. Persistent non-payment of services
3. Reason of general interest.

**Article 39: Case of force majeure**

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

For the purposes of this contract, ‘force majeure’ shall mean [Specify the provisions of the GAC and some specific situations where applicable].

Cases of force majeure shall be established in accordance with the provisions of the GAC. It is up to the Project Owner to appraise the nature of force majeure and the evidence provided.

If the contractor invokes force majeure due to weather conditions, the thresholds below which no claim shall be accepted are as follows:

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

**Article 40- Disputes and litigation**

Any disputes or litigation arising from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, the dispute shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions:

[To be filled if applicable]

**Article 41- Production and dissemination of this contract**

The Project Owner is responsible for drafting or putting into oder the contract documents. The Project Owner or Delegated Project Owner is responsible for reproducing [Twenty (20)] copies of this contract to be subscribed by the contracting partner.

**Article 42 and last: Validity and entry into force of the contract**

This contract shall be final only once it has been signed by the Project Owner or the Delegated Project Owner. It shall come into force as soon as it is notified to the contracting partner.



Document No. 5  
Technical Specifications (TS)

**Note on the preparation of the description of the supply**

*[This note on the preparation of the Special Technical Clauses is provided solely for the information of the Project Owner or the Delegated Project Owner or the persons who will prepare and finalise the Tender File and must not be included in the final documents].*

For bidders to be able to respond in a realistic and competitive manner to the conditions set by the Project Owner or the Delegated Project Owner, and without having to qualify their bids or attach special conditions, a clear and precise set of Technical Specifications is required. In the case of an International Invitation to tender, the specifications and plans, if applicable, must be drawn up in such a way as to allow the widest possible competition, while clearly setting out the criteria to be met by the supplies and services covered by the contract. It is only in this way that the objectives of economy, efficiency and fairness can be achieved in the award of contracts, compliance of bids ensured and subsequent bid evaluation facilitated. The Technical Specifications Clauses shall require that all supplies and services necessary for the execution of the services shall be new, unused and of the latest or current model and, unless otherwise specified in the Contract, shall incorporate all the latest design improvements and technology.

The purpose of the technical specifications (CST) is to provide bidders with sufficient information to enable them to prepare their tenders efficiently and accurately, in particular the price schedules (model tables).

The date or period of delivery of the supplies must be carefully specified, taking into account the implications of the terms used to define delivery, which terms are specified in the RGAO and defined in international trade terms, in this case the DAP Incoterm (delivery on site);

a) the implications that the terms used to define delivery may have, which terms are specified in the RGAO and defined in the International Trade Terms (Incoterms) (which imply that "delivery" is effective when the Supplies are delivered to site, that is DAP (the Project Owner shall pay customs dues and taxes) or DDP (the Supplier pays customs dues and taxes)); and

b) the prescribed date, which is the date from which the Contracting Authority's obligations begin (for example, notification of the award of the contract, signature of the contract, opening or confirmation of the letter of credit).

The Technical Specifications (CST) include the following sections:

- Technical specifications ;

- Functional requirements;

- List of supplies and their delivery schedule;

- List of ancillary services and their execution schedule;

- As-built drawings (for the network), where applicable;

- Detailed parametering and deployment plans (for the network, delivery and installation of software), if applicable;

- List of Acceptance Inspections and Tests.

This list of items obviously depends on the scope of the supply or quantifiable services. In the case of small-scale projects, the list of supplies or of quantifiable services, the delivery schedule or the execution deadline, the technical specifications, and the nature of services may be sufficient to define the services properly.

In accordance with the General Regulations of the Invitation to Tender, the Project Owner or the Delegated Project Owner shall decide, where appropriate, whether to allow bidders to include technical variants in their bids. These are justified in cases where could be envisaged options that could be less costly than the technical solutions indicated in the Tender File. The Project Owner shall normally indicate the types and/or sections of supplies for which variants could present a comparative advantage due to the particular skills of the bidders.

The Tender File shall contain a description of the supplies for which variants are permitted with the necessary references to plans or data sheets, specifications, price lists and unit costs, and design, testing and inspection criteria. It shall also be specified that the variants be at least equivalent, in their structure and functioning, to the design parameters and specifications indicated in the tender file. Finally, it shall be required that the variants be accompanied by all the information necessary to enable the Project Owner or the Delegated Project Owner to evaluate them.

The bidder should therefore be invited to include in his tender, the technical data sheets showing the technical specifications, price details, technologies used and any other appropriate details. As specified, where applicable, in the General Regulations of the Invitation to Tender, technical alternatives submitted in this manner shall be considered and evaluated by the Project Owner or the Delegated Project Owner on their own merits, and irrespective of whether or not the bidder has offered a price for the basic solution defined in the Tender File.

* + - 1. **Technical specifications / Functional Requirements**

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Supplies and ancillary Services required by the Project Owner or the Delegated Project Owner. These specifications must be detailed taking into account that:

1. TS are the basis for checking the conformity of supplies and for their evaluation. Consequently, well-defined TS facilitate the preparation of compliant bids by bidders, as well as the preliminary examination, evaluation and comparison of bids by the evaluation sub-committee.
2. The TS require that all supplies, as well as the materials constituting them, be new, not used, of the most recent or current model, and that they incorporate all improvements in design and materials, unless the contract stipulates otherwise.
3. TS take into account practices considered to be best by experience. The use of specifications prepared in the same country and applying to the same sector can provide a sound basis for drafting TS.
4. The use of the metric system is strongly recommended.
5. Standardization of TS can have advantages and depends on the complexity of the Supplies and the repetitive nature of the contract award under consideration. TS should be sufficiently general to avoid difficulties in the use of labour, materials and equipment generally used in the manufacture of similar supplies.
6. The standards of equipment, materials and labour specified in the tender file shall not be restrictive. International standards should be used wherever possible. References to brand names, catalogue numbers, or other details which limit materials or items to a particular Manufacturer should be avoided wherever possible. Such a description of an item, where unavoidable, should always be accompanied by the words ‘or substantially equivalent’.
7. TSCs should describe in detail the requirements for, but not limited to, the following:
8. Material and manufacturing standards required for the production of the Supplies.
9. Details of testing (nature and number);
10. Additional services/ancillary services required to ensure proper delivery/ execution;
11. Detailed activities borne by the bidder, possible participation of the Buyer in these activities;
12. List of performance guarantees (details) covered by the Guarantee and details of damages applicable in the event of failure to comply with these performance guarantees.
13. The TS specify the main technical and operating characteristics required, as well as other requirements, such as maximum or minimum guaranteed values, as the case may be. If necessary, the Project Owner or the Delegated Project Owner includes an ad hoc form (enclosure to the Tender Letter) in which the bidder provides detailed information on the acceptable or guaranteed values of the operating characteristics.

When the Project Owner requires the bidder to provide some or all the TS, technical documents or other technical information in his bid, the nature and amount of information required as well as their presentation in the offer should be specified.

*[If a summary of the TS is to be provided, the Project Owner shall insert the information in the Table below. The bidder shall prepare a similar table showing that the requirements are met].*

“Summary of Technical Specifications”:

The supplies and ancillary services must conform to the following specifications and standards:

|  |  |  |  |
| --- | --- | --- | --- |
| **Articles (No.)** | **Names of Supplies**  **or Ancillary services** | **Applicable technical specifications and standards** | **Applicable standards** |
| *[Insert the number of the article]* | *[Insert the name]* | *[Insert the TS and the standards]* |  |
| *Example 1* | *Supply of a laptop computer* | ***Major characteristics:***   * *RAM [to be specified];* * *Processor frequency [to be specified;* * *Hard disk size [to be specified];* * *Screen size [to be specified];* * *…*   ***Minor characteristics:***   * *Number of USB port [to be specified];* * *Network port [to be specified];* * *Wifi [to be specified];* * *…* |  |
| *Example 2* | *Supply of a server* | ***Major characteristics:***   * *RAM [to be specified];* * *Processor frequency [to be specified];* * *Size of the hard disk [to be specified];* * *Type of operating system [to be specified];* * *RAM [to be specified;* * *Configuration of the hard disks [to be specified];* * *Choice of the desi**gn (tower, rack) [to be specified];* * *Power supply standards [to be specified];* * *Number of cores [to be specified];* * *Type of the processor [to be specified];* * *…*   ***Minor characteristics:***   * *Number of USB ports [to be* * *specified] ;* * *Network port [to be specified];* * *Wifi [to be specified];* |  |
| *Example 3* | *Purchase of a software for the human resources management* | *Functionality: [to be specified];*  *Technological environment: [to be specified].* |  |
| *Example …* | *…* | *…* |  |

Detailed Technical Specifications and standards, if necessary.

*[Insert detailed description of the TS]*

|  |
| --- |
| 2. List of Supplies and Delivery Schedule |

*[The Project Owner shall fill this table, except for the column “Delivery date offered by the Bidder” which shall be filled by the Bidder. The list of items shall be identical to that which appears on the price list]*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Des-cription of supplies** | **Unit** | **Quantity (Number of units)** | **Site (depending on Incoterms, if necessary) or final destination as indicated in the tender notice** | **Delivery date** | | |
| **Earliest delivery date** | **Latest delivery deadline** | ***delivery date offered by the bidder [to be specified by the bidder]*** |
|  | *[Insert description of supplies]* | *[insert unit of measurement]* | *[Insert quantity of articles to be furnished]* | *[Insert place of final delivery according to invitation to tender]* | *[Insert deadline]* | *[Insert deadline]* | *[Insert deadline by the bidder]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | |  | | | | |
| **Article No. Service** | **Description of Service** | | **Unit of measurement** | **Quantity11[[8]](#footnote-8)** | **Site or place where services shall be executed** | **Final date for execution of service** |
| *[Insert service number* | *[Insert description of the service]* | | *[unit of measurement]* | *[Insert number of articles to be furnished]* | *[place of execution of service]* | *[Insert date]* |
|  |  | |  |  |  |  |
|  |  | |  |  |  |  |
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|  |  | |  |  |  |  |
|  |  | |  |  |  |  |

**4. Plans, sketches, drawings, etc.**

This Tender File has *[insert ‘includes the following plans, sketches, drawings, etc.’ or ‘includes no plan,]*, as the case may be.

*[If the Tender File includes sketches, drawings, etc, insert them in the list in the table below]*

**List of plans, sketches, drawings, etc.**

**List of plans**

|  |  |  |
| --- | --- | --- |
| **No.** | **Titles** | **Objectives** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**5. Inspections and Tests**

*The following inspections and trials shall be carried out: [insert the list of inspections and trials].*

Case of acquisition of a software package: verification of suitability for proper operation, verification of suitability for good use, etc.

**6. Deliverables**

At the end of the project, the service provider shall deliver:

* + The various equipment/software in the desired number and quality;
  + Documentation relating to each equipment/software in digital and paper format;
  + Possible licenses;
  + Installation sheets;
  + Technical commissioning sheets;
  + Documentation relating to the installations of the various equipment in soft and hard copies;
  + User guide;
  + Administrator's Manual, if applicable;
  + Deployment report, if applicable;
  + Etc.

**7. Installation, commissioning and guarantee** 

The estimated delivery period is… (…) days from the date of notification of the Administrative Order to commence the service.

The warranty period for the equipment is … (…) months from the date of provisional acceptance.

The Contracting partner shall guarantee that the equipment delivered in execution of the contract is new, is the most recent models in service and includes the latest improvements in design and materials used or their implementation.

During this period, the Contracting partner shall maintain the equipment in working order at his own expense, that is. ensure within ten (10) days of notification of the breakdown by (the Administration and at the place of use, the restoration of equipment for all breakdowns resulting from construction defects or manufacturing defects.



Document No. 6  
Unit and fixed price schedule framework

**Note on the preparation of the unit and fixed price schedule framework as well as execution schedule**

*[This note on the preparation of the Price Schedule shall be provided to the Project Owner or the Delegated Project Owner, or SIGAMP personnel who shall prepare and finalize the Tender File for information purposes only. It shall not be included in the final documents].*

The Price Schedule and Delivery Schedule shall be complete, accurate and included in the Tender File by the Project Owner or the Delegated Project Owner, and shall include at least a description of the supplies and services to be provided under the Contract.

They are intended to provide bidders with the information necessary to enable them to prepare their bids efficiently and accurately, particularly with regard to the Price Schedule, a sample of which is provided in Document No.7. In addition, they shall provide the basic information required by bidders if the Project Owner or the Delegated Project Owner changes the quantities at the time of Contract award, in accordance with Article 35 of the General Regulations.

The delivery date or delivery period must be specified taking into account:

1. The consequences of the delivery terms mentioned in the RGAO, according to Incoterms rules (which imply that “delivery” shall be effective when the Supplies are delivered on site, namely DAP (the Project Owner shall be responsible for customs dues and taxes) or DDP (the supplier shall pay customs dues and taxes);
2. the consequences of the delivery terms mentioned in the General Regulations according to the Incoterms rules (DAP) ON-SITE DELIVERY;
3. the date specified here, on which the supplier’s obligations begin (notification of the Contract, establishment or confirmation of the letter of credit).

*[The Bidder shall fill in all blank spaces in the Price Schedule forms in accordance with the instructions below. The list of items in Column 1 of the Price Schedule shall be identical to the list of supplies and ancillary services provided by the Project Owner].*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. Framework of unit price schedule of Supplies and execution schedule | | | | |
|  | | | | |
| Bids following: | DAP incotem | Date: | *\_\_\_\_\_ [insert the date (day, month, year) of submission of bids]* | |
| Currency of the bid: | \_\_\_\_\_ *[in compliance with article 14 of the RGAO]* | IT No. | \_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_ *[insert the reference of the invitation to tender]* | |
|  |  | Variant No: | \_\_\_\_\_\_\_ *[insert identification number if this tender is proposed for a variant]* | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Item No. | Description of Supplies | Country of origin | Date of delivery according to the definition of Incoterms DAP | Quantity  (Number of units) | DAP unit price in figures\_\_\_\_\_  in compliance with articles 3 and 14 of the RGAO | *DAP price in words* | Total price  (col 5x6) |
| *[insert the No of article]* | *[Insert the identification of the supply* | *[insert the country of origin]* | *[insert the date of delivery offered]* | *[insert the quantity and identification of the unit of measure]* | *[insert the DAP unit price per item]* | *[insert the DAP price for the item]* | *[insert the DAP overall price for the item]* |

Bidder’s name *[insert the Bidder’s name]* Signature *[insert the signature],* Date *[insert the date]*

* + - 1. **LOCAL SUPPLIES UNIT PRICE SCHEDULE [[9]](#footnote-9)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Description | Units | Unit Price in words | Unit Price in figures |
|  |  |  |  |  |
|  |  |  |  |  |



Bidder’s name: ..........................................*[insert bidder’s name]*

Signature: ................................................. *[insert signature]*,

Date: ................................................................. *[insert date]*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | FRAMEWORK OF UNIT PRICE SCHEDULE AND ANCILLARY SERVICE EXECUTION | | | | | |  |
| Currency of the offer in compliance with Clause 15 of the RGAO | | | | | |  | Date *[insert the date (day, month, year) of the submission of bid]*  IT No. \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_:  *[insert the references of the Invitation to Tender]*  Variant No.: *[insert the identification if this offer is proposed for a variant]* | |
| 1 | 2 | | 3 | 4 | 5 | | 6 | 7 |
| Item | Description of Services (excluding land transportation and other services required in Cameroon for the transportation of supplies to final destination) | | Country of origin | Date of execution and final destiantion | Quantity  (number of units) | | Unit price | Overall price per item  (Col.5\*6) |
| *[Intert the item number]* | *[Insert the identification of the service]* | | *[Insert the country of origin]* | *[Insert the date of execution offered]* | *[Insert the quantity and the identification of the unit of measure]* | | *[insert the unit price for the item]* | *[insert the total price for the item]* |
|  |  | |  |  |  | |  |  |
|  |  | |  |  |  | |  |  |
|  |  | |  |  |  | |  |  |
|  |  | |  |  |  | | Overall price | *[insert the total price]* |
|  | | Name of the Bidder *[Insert the Bidder’s name]* Signature *[insert the signature]* Date *[insert the date ]* | | | | | |  |

Document No. 7:  
Detailed quantity and estimate framework

**Note on the detailed quantity and estimate framework**

*[This note relating to the preparation of the detailed quantity and estimate 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].*

**Objectives**

The detailed quantity and cost estimate aims at furnishing enough information on the nature and scope of the supplies to be provided, so that bids are prepared correctly and with precision.

To achieve these objectives, the price schedule and detailed quantity and cost estimates shall include the services with enough detail to distinguish between the various nature of works or supplies, or between works or supplies of the same nature executed or delivered in various locations or between any other conditions that may give rise to the variation of the costs. Once these requirements are met, the framework and the content of the price schedule and detailed quantity and cost estimates must equally be as simple and concise as possible.

**Detailed quantity and estimate**

The detailed quantity and cost estimates shall generally include the following sections:

a. Units following the metric system used;

b. Quantities of supplies to be delivered and /or ancillary services to be executed by category;

c. Unit prices in compliance with those in the price schedule;

d. The subtotal per category;

|  |  |  |  |
| --- | --- | --- | --- |
| e. | The total excluding VAT; |  | |
| f. | The VAT equal to | % of the amount excl VAT; | |
| g. | The IR (Income tax) is | | % of the amount excluding VAT; | |
| h. | The total all taxes inclusive. | |  | |

**Detailed quantity and cost estimates** **framework**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Unit** | **Qty** | **UP** | **TP Excl VAT** |
| 1. **Supplies** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| 1. **Ancillary services (installation, users training, etc.)** | | | | | |
|  |  |  |  |  |  |
| **Total EVAT** | | | |  | |
| **VAT** | | | |  | |
| **AIR** | | | |  | |
| **Total all taxes included** | | | |  | |

Bidder’s Name...............................................................................................*[Insert Bidder’s name]*

Signature...................................................................................................*[insert the signature]*, Date..............................................................................................................................*[insert the date]*

Document No. 8:  
Unit price sub-detail framework

**Unit price sub-detail schedule for imported supplies**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Cost price**  **EXW**  **(1)** | **(International and national) Transport**  **+**  **Insurance**  **(2)** | **Order price**  **(3) = 1 + 2** | **Custom duty cost**  **(4)** | **Other services (5)** | Other ancillary services | **Margin** | **Unit price EVAT**  **(8)=3+4+5+6+7** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

Name of bidder *[insert name of bidder]* Signature *[insert signature]*,Date *[insert date]*

**Unit price sub-detail schedule for local supplies**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Cost price**  **(1)** | **Local transport**    **(2)** | **Order price**  **(3) = 1 + 2** | **Delivery cost**  **(4)** | **Ancillary services (5)** | **Margin** | **Unit price in figures**  **(7)=3+4+5+6** |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

Name of the Bidder *[insert the bidder’s name]*

Signature *[insert the signature]*,

Date *[insert the date]*

Document No. 9: Contract Model

REPUBLIQUE DU CAMEROUN REPUBLIC OF CAMEROON Paix–Travail–Patrie Peace-Work-Fatherland

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

*[Indiquer le Maître d’Ouvrage] [Indicate the Project Owner]*

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



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

Awarded through the Invitation to tender **No.**………......**/** *[Type: ONIT or RNIT, OIIT or RIIT] /****PO or DPO****/* **ITB or RTB or DTB or STB** *[insert the Financial Year]* **of**

**Project Owner or Delegated Project Owner**: *[Indicate the complete address]*

**CONTRACT HOLDER:** *[indicate the Contract Holder and his full address]*

P.O. Box: \_\_, Phone Fax:

No.T. R: Tax payer’s No.: ; RIB :\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBJECT OF THE CONTRACT**: *[indicate the complete subject of the supply]*

**PLACE OF DELIVERY**: *[to indicate]*

**AMOUNTS IN CFA FRANCS** :

|  |  |
| --- | --- |
| ATI |  |
| EVAT |  |
| VAT |  |
| AIR |  |
| Net to be paid |  |

**DELIVERY DEADLINE**: *[To be filled in days, weeks, months or year]*

**FINANCING**: *[Indicate the source of financing]*

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

SUBSCRIBED, ON

SIGNED, ON

NOTIFIED, ON

REGISTERED, ON

**Between**:

The Republic of Cameroon represented by

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

**On the one hand**,

And the company or **the Contracting partner**

P.O. Box: \_\_\_\_\_Phone/Fax: \_\_\_\_\_\_\_\_\_E-mail:\_ \_\_\_\_

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

*[indicate the name of the Supplier or the service provider, his full address as well as the name and quality of the authorised signatory*],

Hereinafter referred to as, « The Supplier or the Service Provider»

**On the other hand**,

It was agreed and decided as follows:

**Summary**

Part I : Special Administrative Clauses (SAC)

Part II : Technical Specifications Clauses (TSC)

Part III : Schedule of Unit Prices (BPU)

Part IV : Detailed Estimate (DE)

Page …. and Last of Contract No. -----.................................. /C or JO/PO or DPO/TB/20-----.................

awarded through Invitation to Tender *[specify the references of the Invitation to Tender]*

With-----.............................................,

For the supply or execution of-----........................................................................................

**Delivery deadline**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[to be filled in days, weeks, months or years]*

**Amount of the contract**: **:** *[To be recalled in CFA francs, all taxes inclusive(ATI), in figures and in words]*

|  |  |  |
| --- | --- | --- |
|  | Amount in figures | Amount in words |
| EVAT |  |  |
| VAT. |  |  |
| AIR/TSR |  |  |
| ATI |  |  |
| Net to be paid |  |  |

**Read and approved by the Contracting partner**

**Town, date**

***Contracting authority***

*The Project Owner or the Delegated Project Owner*

**Town, date**

**Registration**

Document No. 10:  
Model forms to be used by the bidder

**Note on model of documents to be used**

The Bidder shall complete and present in his offer, the Submission Model in accordance with the provisions contained in the Tender File.

He shall provide a bid bond using the template presented in this document. The draft contract shall include all corrections or modifications on the selected offer resulting from the correction of errors, in accordance with Article 30.2 of the RGAO, from the updating of the price in application, where applicable, of Article 11.4 of the RGAO due to the duration of the evaluation of offers, the choice of an alternative offer, the acceptance of variations deemed acceptable or any other mutually acceptable modification permitted by the Tender File, such as that of a change in key personnel, subcontractor, service execution program, etc.

The Final Bond and Start-up Advance Bond models should not be filled at the time of bid preparation. Only the successful Bidder shall be asked to provide the Final Bond and the Start-Up Advance Bond, if applicable, in accordance with the template presented in this document. Any failure by the supplier or service provider to fulfill his obligations under this contract constitutes a cause for seizure of the final bond provided that said failure has been established by the Project Manager/Project Owner or Delegated Project Owner. As soon as the said bond is needed to casuse effect, the guarantor is required to comply without any form of procedure.

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**Appendix No. 1: Model tender**

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 established myself on the basis of 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

- In addition, I pledge to maintain my offer for ………............. days *[indicate the validity period, in principle 90 days]* from the deadline for the submission of bids.

- 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 due 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 an commitment between us.

*Done at……….......................................….*

*on………..........................................……….*

Signature of…………………………………..

In the capacity as………......................................……duly authorised to sign bids for and on behalf of (9) ………...........................................……….

*(8)Delete the unnecessary indication*

*(9)Attach power of attorney*

**Appendix No. 2: 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 Supplier or the Service Provider ……………...................... , hereinafter referred to as “the bidder”, submitted his bid on ……………......................for……….. *[recall the subject of the Invitation to tender]*, hereinafter referred to as “the offer”, and to which must be attached a provisional bond equivalent to *[indicate the amount]* in CFA francs.

We…………....................…........................ ..… ……. . *[name and address of the bank],* represented by……………...........................……….. *[names of signatories]*, hereinafter referred to as “the bank”, hereby declare to guarantee payment to the Project Owner *or* Delegated Project Ownerof the maximum sum of [*indicate the amount*] CFA Francs, that the bank pledges to pay in full to the Project Owner or the Delegated Project Owner, binding itself, its 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 validity period:

- fails 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 by the contract.

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 having 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 he shall specify which condition(s) took effect.

This bond shall come into force from the date limit set by the Project Owner *or* the Delegated Project Owner for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the deadline for the validity of bids. Any request by 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 purposes of its 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 bank*

*at……………..........................………..,on ………..........................………..*

*[signature of the bank]*

*[****NB: this bond must be hand-endorsed by the bank****]*

**Appendix No. 3: Final bond model**

Financial body:

Bond reference: No. *……………..................................………..*

Addressed to *[indicate the Project Owner or the Delegated Project Owner and his address] Cameroon, hereinafter referred to as “the Project Owner“*

Whereas *…………….................................. .............................… ……. . [name and address of Supplier or service provider]*, hereinafter referred to as “the Supplier *or service provider*”, committed himself, in execution of the contract referred to as “the Contract “, to execute

*[indicate the nature of the supplies and ancillary services]*

Whereas it is stated 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 between 2 and 5 %*] of the amount of the tranche of the corresponding contract, as guarantee of the execution of his full obligations 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 defer 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 purposes of its interpretation and execution be subject to Cameroon Law. Cameroon courts shall be the sole jurisdictions competent to rule on this commitment and its consequences.

*Signed and authenticated by the financial body*

*at……………..........................………..,on ………..........................………..*

*[Bank’s signature]*

**Appendix No.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 (Financial body, address), hereby declare, to guarantee, on behalf of: *…………............................. [the contract holder]*, to the benefit of …………………...…………

Project Owner or the Delegated Project Owner *[Address of the Project Owner or the Delegated Project Owner] (“*the beneficiary”*)*

The payment without contest and upon receipt of the first written request by the beneficiary, declaring that ………….................…….. *[the holder]* did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract………….................…….. of …………..................................…….. relating to the supplies and ancillary services *[indicate the subject and references of the invitation to tender and possibly the lot]*, of the maximum total sum corresponding to the advance *[forty (40%* of the amount all taxes inclusive of Contract No.………….......................……..,payable upon notification of the corresponding Administrative Order, that is:…………......... CFA francs

This guarantee shall enter into force and take effect upon receipt of the respective parts of this advance on the accounts of …………..........................……..*[the contract holder]* opened in the bank………….................……... under No. …………....................

It shall remain in force up to the reimbursement of the advance in accordance with the procedure set in the Special Administrative Clauses. However, the amount of the bond shall be reduced proportionally to the reimbursement of the advance and as it is reimbursed.

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

*Signed and authenticated by the financial body*

*at……………..........................……….., on……………..........................………..*

*[signature of the financial body]*

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

Financial body: …………...........................……………………

Bond reference: No. …………...........................……………………

Addressed to *[Indicate the Project Owner or the Delegated Project Owner]*

*[Address of the Project Owner or the Delegated Project Owner]*

Hereinafter referred to as “the Project Owner or the Delegated Project Owner”

Whereas ………….................................................................name and *address of the supplier or service provider]*, hereinafter referred to as “the Supplier”, commits himself, in execution of the 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 pledge 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 defer the payment nor raise any contest for whatever reason, any sum (s) within the limits of the amount equal to *[percentage below 10% to be specified*] of the total amount of services 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 amendment to the contract shall release us from any obligation incumbent on us by virtue of this guarantee and we hereby incline to the notification of any modification, addendum or change.

This guarantee shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the services 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 guarantee 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 its 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 supplies start and covers the total guarantee, that is 10% of the contract****.***

**Appendix No.6: Model of manufacturer’s authorisation**

*[The Bidder requests the Manufacturer to prepare this letter in conformity with the indications below. This letter shall be on the manufacturer’s letter head and shall be signed by a person duly authorised to sign documents which commit the Manufacturer. The Bidder should include this letter in his offer if so required by the RPAO].*

Date *[insert the date (day, month, year) of submission of offer]* IT No. of : *[insert the references of the Invitation to Tender]* Variant No.: *[insert the identification number if this offer is proposed for a variant]*

To: *[insert the full name of the Project Owner or the Delegated Project Owner]*

I undersigned (name and the manufacturer full address ………

Certify that the company (name and full address) is authorised to sell our products (where applicable) has an approval.

We confirm all our guarantees and we act as guarantors for the supplies offered.

*Signature*

*Dated............................*

*Day of..................................*

**ANNEX No. 7: DELIVERY PLANNING FRAMEWORK**

Note on the presentation of plannings

Quantities, daily output, duration of execution of the services and slowdowns, even interruptions must clearly appear on the planning.

The financial planning resulting from the services planning must indicate, month by month, the estimated amounts of the detailed accounts of services per item and cumulated, taking into account the impact of the rainy seasons, for the basic solution and possibly the alternative solution.

*[The planning frameworks to be prepared and included in the Tender File by the Project Owner].*

**A. 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 |  |
| Activity *(task)* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**ANNEX No. 8: MODEL OF LIST OF THE STAFF TO BE MOBILISED FOR ANCILLARY SERVICES**

1. Technical/management staff

|  |  |  |
| --- | --- | --- |
| Name | Position | Duties |
|  |  |  |
|  |  |  |
|  |  |  |

1. Support staff (head office and local)

|  |  |  |
| --- | --- | --- |
| Name | Position | Duties |
|  |  |  |
|  |  |  |
|  |  |  |

**APPENDIX No. 9: MODEL OF SHEETS FOR SERVICES LIKELY TO BE SUB-CONTRACTED / ORDERED**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of supplies** | **Quantity (Number of units)** |
|  | *[Insert description of Supplies]* | *[Insert quantity of items to be supplied]* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **Service No.** | **Description of Service** | **Unit of measurement** |
| *[*Insert Service Number*]* | *[*Insert Service Description*]* | *[*unit of measurement*]* |
|  |  |  |
|  |  |  |
|  |  |  |

**ANNEX No. 10: TECHNICAL PROPOSAL SUBMISSION LETTER**

[Place, date]

To: [Name and address of Project Owner

Dear Sir/Madam

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

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

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

Yours sincerely .................

Signature of authorised representative:

Name and position of signatory:

Name of applicant:

Address:

**ANNEX No. 11: MODEL CURRICULUM VITAE (CV) OF PROPOSED SPECIALISED STAFF**

Position: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Candidate's name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Name of employee: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Occupation: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Diplomas: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date of birth: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Candidate’s number of years of employment:................................ Nationality: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Membership of professional associations / groups: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

Specific powers: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

**Main qualifications:**

*[In about half a page, give an overview of the aspects of the employee's training and experience that are most relevant to his or her duties in the job.*

*to his/her duties in the context of the mission. Indicate the level of responsibility exercised by him/her on previous missions, specifying when and where].*

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

**Training:**

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

**Attachments:**

- Certified copy of the highest diploma and, if applicable, a certificate from the trade association

- Attestation of availability

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

**Professional experience:**

[In approximately two pages, list the jobs held by the employee since leaving school in reverse chronological order, starting with his or her current position. For each, indicate the dates, name of employer, job title and place of work. For the last ten years, also specify the type of activity carried out and, if applicable, the names of clients likely to provide references].

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

**Computer knowledge:**

*[Indicate level of knowledge]*

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

**Languages:**

[Indicate, for each, the level of knowledge: poor/average/good/excellent, as regards the language read/written/spoken].

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

**Certificate:**

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

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

[Signature of employee and consultant's authorised representative] Day/month/year

Day/month/year

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

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

## APPENDIX No. 12: MODEL OF THE DECLARATION OF THE INTENTION TO TENDER

## *To be attached to the appendix*

I, the undersigned,

Nationality:

Domicile:

Duty:

By virtue of my capacity as Director General, after taking cognisance of Tender File No. *[indicate the nature of services].*

Hereby declare the intention to tender for this Call for Tenders.

Done at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s signature, name, and stamp

Document No. 11: Integrity charter

**INTEGRITY CHARTER**

**TITLE OF INVITATION TO TENDER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**THE “BIDDER”**

**TO**

**THE “PROJECT OWNER”**

1. We acknowledge and testify that we are not, and that none of the members of our group and our subcontractors are, in any of the following cases:

1.1) in a state of or have been the subject of bankruptcy, winding up, judicial proceedings, cessation of activity or in any similar situation resulting from a procedure of the same nature;

1.2) have been convicted within the last five years by a judgment which has the force of res judicata of an offence committed in connection with the award or execution of a contract or framework agreement;

1.3) has been guilty of grave professional misconduct over the previous five years in connection with the award or execution of a contract or framework agreement;

1.4) not having fulfilled our obligations relating to the payment of social security contributions or our obligations relating to the payment of taxes in accordance with the legal provisions;

1.5) appear on the lists of financial sanctions adopted by the United Nations and any other Technical and Financial Partner, within the framework of the award or execution of a contract or a framework agreement;

1.6) having been guilty of misrepresentation in supplying information required as part of the contract award process or the Framework Agreement.

2. We certify that we are not, and that none of the members of our group and our subcontractors are, in one of the following conflict of interest situations:

2.1) shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting conflict has been brought to the attention of the Authority in charge of Public Contracts and resolved to his satisfaction;

2.2) have business or family relations with a member of the Project owner’s services involved in the selection process or control of the resulting contract, unless the resulting conflict has been brought to the attention of the Authority in charge of Public Contracts and resolved to his satisfaction;

2.3) control or be controlled by another bidder, be placed under the control of the same company as another bidder, receive from another bidder or award to another bidder directly or indirectly, have the same legal representative as another bidder, directly or indirectly maintain contacts with another bidder allowing us to have and provide access to the information contained in our respective offers, to influence them, or to influence the decisions of the Project Owner;

2.4) be engaged for a consulting mission which, by its nature, may prove incompatible with our obligations vis-à-vis the Project Owner;

2 .5) in the case of a procedure dealing the award of a works, supplies, or a framework-agreement contract:

i) have prepared ourselves or have been associated with a consultant who has prepared specifications, plans, calculations and other documents used as part of the competitive process in question;

ii) be ourselves or one of the firms with which we are affiliated, recruited, or about to be recruited, by the Project Owner to carry out the supervision or control of the work within the framework of the Contract.

3. If we are a public establishment or a public company, we testify that we enjoy legal and financial autonomy and that we are managed according to the rules of commercial law.

4. We pledge to communicate without delay to the Project Owner, who will inform the Authority in charge of Public Contracts, of any change in the situation with regard to points 1 to 3 above.

5. within the framework of contracts award and execution:

5.1) We have not committed and we will not commit unfair manoeuvres (actions or omissions) intended to deliberately deceive others, to intentionally conceal information from them, to surprise or vitiate their consent or to cause them to circumvent legal or regulatory obligations and/or violate its internal rules in order to obtain an illegitimate benefit.

5.2) We have not committed and we will not commit unfair manoeuvres (actions or omissions) contrary to our legal or regulatory obligations and/or violate its internal rules in order to obtain an illegitimate benefit.

5.3) We have not promised, offered or granted and we will not promise, offer or grant directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial office within the State, that he has been appointed or elected, on a permanent basis or not, whether he is paid or not and whatever his hierarchical level, (ii) any other person who exercises a public function, including for a public body or a public enterprise, or who provides a public service, or (iii) any other person defined as a public employee in the State, an undue advantage of any kind, for himself or for another person or entity, in order for him to accomplish or refrain from performing any act in the discharge of his official duties.

5.4) We have not promised, offered or granted and will not directly or indirectly promise, offer or grant to any person who directs or works for a private sector entity, in any capacity, any undue advantage of any kind, for itself or for another person or entity, so that it performs or refrains from performing an act in violation of its legal contractual or professional obligations.

5.5) We have not promised, offered or granted, and we shall not promise, any act likely to influence the process of awarding the Contract or the Framework Agreement to the detriment of the Project Owner and, in particular, any anti-competitive practice whose purpose or effect is to prevent, restrict or distort competition, in particular by tending to limit access to the Contract or the free exercise of competition by other companies.

6. We, the members of our group and our subcontractors authorize the Project Owner, the Tenders Boards to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification by the auditors appointed by ARMP.

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:**

Duly authorised to sign the offer for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOCUMENT No. 12: COMMITMENT STATEMENT TO COMPLY WITH ENVIRONMENTAL AND SOCIAL CLAUSES

**TITLE OF INVITATION TO TENDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THE “BIDDER”**

**TO**

**THE “PROJECT OWNER”**

As part of the award and execution of the contract:

1) We undertake to respect and to ensure that the members of our consortium and all our subcontractors respect the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organisation (ILO) and the international conventions for the protection of the environment, in accordance with the laws and regulations applicable in Cameroon.

2) In addition, we also commit ourselves to implement environmental and social risk mitigation measures, in the environmental and social impact notice provided by the Project Owner.

3) We, the members of our group and our subcontractors authorise the Project Owner to examine the documents and accounting records relating to the award and execution of the Contract and to submit them for verification to the auditors appointed by the ARMP.

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:**

Duly authorised to sign the offer for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Document No. 13:****Maturity visa or proofs of preliminary studies**

**Note on preliminary studies**

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner shall, prior to launching the procedure to award contracts or refer to the Tenders Board, ensure that draft tender files are prepared based on preliminary studies.

These studies shall be required during the examination of the Tender File (TF) by Tenders Boards.

The Project Owner or the Delegated Project Owner is bound to fill the questionnaire in appendix 1 backed by the supporting documents of the said studies.

**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 it out;

2.3. The references of the contract, if it was carried out by a private project management;

2.4. Description of the studies: (for small scale projects, an introductory statement may be presented in the form of preliminary studies on condition of highlighting the

determination of costs and technical specifications).

***N.B****: 1/ For small scale services, the Project Owner or Delegated Project Owner may furnish a justification of calculation of quantities of the tender file..*

*2/ The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies carried out.*

**Document No. 14:**

**List of banking establishments and financial bodies authorised to issue bonds for public contracts**

**I- BANKS**

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l’Epargne et le Crédit
5. CITI Bank
6. Commercial Bank of Cameroon
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.
14. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), P.O. Box. 12962 Yaoundé ;
15. Bank Of Africa Cameroun (BOA Cameroun), P.O. Box 4593 Douala

**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., B. 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

**NB**: As this list is subject to change, the Project Owner or Delegated Project Owner shall ensure when drafting the Tender File that it is the latest list from the Minister in charge of finance.

***DOCUMENT No. 15: ONLINE BIDDING PROCEDURE***

|  |  |  |
| --- | --- | --- |
| **REPUBLIQUE DU CAMEROUN**  Paix – Travail – Patrie  **----------**  PRESIDENCE DE LA REPUBLIQUE  **----------**  **MINISTERE DES MARCHES PUBLICS**  **----------** |  | **REPUBLIC OF CAMEROON**  Peace – Work – Fatherland  **----------**  PRESIDENCY OF THE REPUBLIC  **----------**  **MINISTRY OF PUBLIC CONTRACTS**  **----------** |

**THE ONLINE 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 Certificate;
  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 the 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 at 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.
* Go to the “Bidders Registration” tab, then the “New Registration / Additional Certificate” section; identify the company using the trade register number, then add the certificate after filling in the form carefully.

**Technical assistance**

For technical assistance, in the event of a problem using the platform, please call (+237) 222 238 155 / 222 237 084/677 006 110 or send an e-mail to [dsi@minmap.cm](mailto:dsi@minmap.cm).

1. This document is not required in case of 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 [↑](#footnote-ref-3)
4. Order fixing the amount of the bid bond

   64 Maximum of one hour after the deadline for submission of bids [↑](#footnote-ref-4)
5. 5

   6 Maximum of one hour after the deadline for submission of bids

   7. To be specified by the Project Owner [↑](#footnote-ref-5)
6. *For complex projects, notably those that have been subject to a prequalification procedure, the opening of bids can be done in two phases*  [↑](#footnote-ref-6)
7. *Pour les projets complexes, notamment ceux ayant fait l’objet d’une procédure de préqualification, l’ouverture peut se faire en deux temps* [↑](#footnote-ref-7)
8. 11  If applicable [↑](#footnote-ref-8)
9. [↑](#footnote-ref-9)