PEACE-WORK-FATHERLAND

REPUBLIC OF CAMEROON

 ***[***PROJECT OWNEROR DELEGATED PROJECT OWNER***]***

*[Insert name]*

***[(internal or regional, divisional, or special) TENDERS BOARD]***

 *[Insert name]*

|  |
| --- |
| *[Open or Restricted] [National or International]* **Tender File****No.**…....**/***[Type : ONIT or RNIT, OIIT or RIIT]**/****PO or DPO****/***(Type of Board: ITB or RTB or DTB or STB)/……….** *[insert financial year]* **of** *[insert date of signature of tender notice]***for** [Subject of the Invitation to tender] |

**FINANCING: ………………………**

**BUDGET HEAD: ………………………**

**FINANCIAL YEAR (s) …….**

**MODEL TENDER FILE**

**AWARD OF TEXTBOOKS AND TEACHING AIDS SUPPLIES CONTRACTS**

**Month and year**

**Table of acronyms (to be inserted)**

ARMP: Public Contracts Regulatory Agency

BPU: Unit Price Schedule

DQE: Detailed Quantity and Cost Estimate

MINMAP: Ministry of Public Contracts

PO/DPO: Project Owner/ Delegated Project Owner

SDP: Sub-Detail of Unit Price

ITB: Internal Tenders Board

CCCB: Central Contracts Control Board

CSTB: Special Tenders Board

DTB: Divisional Tenders Board

DTAO: Model Tender File

TF: Tender File

**Preface**

*This model tender file has been prepared by the Public Contracts Regulatory Agency (ARMP) for Project Owners and Delegated Project Owners for the award of* ***textbooks and teaching aids supplies contracts*** through invitation to tender.

It includes:

|  |  |
| --- | --- |
| *Document No.0* | *Letter of invitation to tender [applicable to restricted invitations to tender];* |
| *Document No.1* | *Tender notice (AAO) in English and French;* |
| *Document No.2* | *General Regulations of the invitation to tender which include model clauses that are not to be modified* |
| *Document No.3* | *Special Regulations of the invitation to tender containing the provisions of Document No. 2 which have to be supplemented or specified within the context of the invitation to tender conc**erned.* |
| *Document No.4* | *Special Administrative Clauses (SACs) which treat the execution of the contract and the related payments;* |
| *Document No.5* | *Description of the supplies including the list of supplies and technical specifications;* |
| *Document No.6* | *Framework of unit prices and/or all-in prices schedule;*  |
| *Document No.7* | *Framework of detailed estimates and quantities;* |
| *Document No.8* | *Schedule of sub-details of unit prices and/or breakdown of all-in prices;* |
| *Document No.9* | *Model contract;*  |
| *Document No.10* | *Model forms to be used by the bidders;*  |
| *Document No.11* | *Integrity charter ;* |
| *Document No.12* | *Declaration statement to comply with social and environmental clauses;* |
| *Document No.13* | *Maturity visa or any justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;*  |
| *Document No.14* | *List of banking institutions and financial bodies approved by the Minister in charge of finance authorised to issue bonds for public contracts, to be inserted by the Project Owner or the Delegated Project Owner).* |
| *Document No.15* | *Online bidding procedure* |

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

*For the proper use of this document, it is imperative to refer to information notes, footnotes and examples they contain, which are available at the Head Office and Regional Centres of the Public Contracts Regulatory Agency].*

*After insertion of specific details in the indicated places and suppression of non-appropriate alternative provisions, the document can be used once the Project Owner or Delegated Project Owner is sure of the absence of any contradiction or conflict between the clauses.*

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

***a.*** *Special information such as the name of the Project Owner or the Delegated Project Owner, the address for the withdrawal of the Tender File (TF) must feature in the tender notice and in the Special Regulations of the Invitation to Tender (SRIT). The final document must not include blanks and alternative provisions.*

***b.*** *Footnotes or those in italics in the tender notice, Special Regulations of the invitation to tender, Special Administrative Clauses, delivery schedule, schedule of prices, and detailed estimates are instructions or guides the Project Owner or Delegated Project Owner must follow strictly. These notes must not appear in the final document.*

***c.*** *Footnotes inserted in the forms in document No. 10, which must be filled by the bidder, are to be maintained because they contain instructions for the bidder.*

***d.*** *Criteria for qualifying candidates and evaluating* *bids as well as the various methods of evaluation featuring in the General Regulations must be the subject of profound examination. Only those applicable to the consultation in question shall be retained.*

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**Document No. 0:
Lett****er of invitation to tender (*where applicable*)**

**Note on pre-qualification of candidates**

A pre-qualification procedure may be carried out for the supply of large or complex **textbooks and teaching aids,** or materials to be manufactured on order, with a view to launching a restricted invitation to tender.

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

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

At the same time, as the list is published letters of invitation to tender are sent to the selected candidates and the final tender file in hard and/or soft form is made available to those who so request.

The Project Owner or the Delegated Project Owner may, however, be exempted from the pre-qualification procedure in the cases provided for in Articles 78 (3) of the Public Contracts Code, in particular, when the contracts award schedule drawn up in accordance with the regulations in force is showing that the procedural deadlines cannot be met in terms of the estimated start or completion dates for the service.

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

*[Valid for restricted invitations to tender]*

**Date:**

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

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

**Sir/Madam**,

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

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

**3.** A complete set of the Tender File may be consulted free of charge at the offices of the Project Owneror 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]*.²

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

**5.** All tenders must include a bid bond of *[amount in CFA francs ([[4]](#footnote-4))]* and must be submitted to [indicate the exact address and location] not later than *[time]* on *[date] in hard copy and, where applicable, in soft copy via the COLEPS platform or any other official electronic means of communication chosen by the Project Owner. [to be specified]*.

**6.** The bids shall be opened in the presence of the bidders who wish to attend the bid opening session or the representatives ([[5]](#footnote-5)).

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Names of enterprises pre-qualified (or group of enterprises pre-qualified)** | **Adresses** |
| 1. |  |  |
| 2. |  |  |

**8.** Candidates on the restricted list **[may or may not]** do joint bidding.

**9.** Please acknowledge receipt of this letter to the following address [***to be specified***] and within a maximum of [***number***] 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 of CCCB, if applicable**
* **Archive / File**

**Document No. 1**

**Tender Notice (AAO)**

***Note on the tender notice***

*The tender notice in English and French furnishes the information needed by the potential candidates to consult or decide whether to obtain the Tender File (TF) in order to eventually make an offer. It must indicate, especially, the criteria used for evaluating bids.*

*As it is a summary document, the information contained therein must conform to those in the rest of the Tender File and especially with the information in the Special Regulations of the invitation to tender and the evaluation* *grid.*

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

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

*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* *et la grille d’évaluation.*

*[Open or Restricted]* ***(National or international)***

***Invitation to tender******No.****…........****./*** *[ONIT, RNIT OIIT, RIIT] / PO or DPO* ***[Type of Board: ITB or RTB or DTB or STB] CCCB-AG*** *Financial year]* ***of*** *[Date of signature of the Tender Notice]*

***for*** *[Subject of the Invitation to Tender]*

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

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

*[Specify in case of Restricted Invitation to Tender that”*  *‘this invitation to tender is as a result of Call for Expression of Interest No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ published on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]*

***2. Nature of services***

*The services covered by this consultation comprise the supply of textbooks and teaching aids [brief description of the* ***supply****], [transportation, handling (local and international), commissioning as the case may be and to be specified by the Project Owner or the Delegated Project Owner, as appropriate] and* ***the ancillary services*** *[installation, training and initial maintenance....] [to be quantified if applicable]*

***3. Tranches / Allotment***

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

***4. Estimated cost***

*The estimated cost of the operation after preliminary studies shall be ................. [in case of tranches and/or lots, specify the estimated cost for each tranche and for each lot]*

***5. Estimated deadline(s) and place of delivery***

*The maximum deadline provided for by the Project Owner or the Delegated Project Owner for the delivery of the supplies subject of this invitation to tender shall be [indicate the estimated deadline per lot if applicable] in terms of calendar day/month for delivery ………….. [Indicate the place of delivery per lot if applicable].*

*This period runs from the date of notification of the administrative order to commence the services.*

***6. Participation and origin***

*Participation in this invitation to tender is open to [specify, if applicable, the requirements to meet by the bidders concerned] or is restricted to [specify the list of the pre-qualified candidates] or the selected enterprises within the context of a categorisation].*

***7. Financing***

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

***8. Bids submission method***

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

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

***9. Bid bond***

*Each bidder shall include in his administrative documents, a hand-endorsed bid bond issued by a banking institution authorised to issue bonds for public contracts, approved by the Ministry 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 necessary. It is at most equal to 2 % of the estimated amount, all taxes inclusive, of the contract in accordance with the Order in force] and valid up to thirty (30) days beyond the 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 as absent. Any bid bond submitted by a bidder during the bids opening session shall be inadmissible.*

***10. Consultation of tender file***

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

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

***11. Acquisition of 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 presentation of receipt of payment of a non-refundable sum of ………………....……. CFA francs [in figures and in words(1)[[6]](#footnote-6)] payable at [place of payment of tender file purchase fees at the Public Treasury for Administrations and in the CAS-ARMP Special Account for other Project Owner, unless expressly waived].*

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

***12. Submission of bids***

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

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

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

***[Type: ONIT, RNIT, OIIT, RIIT] [Project Owner or Delegated Project Owner] /***

***relevant TB / CCCB-AG as appropriate [Financial year]***

***of [Date of signature of the Tender File] for [subject of the tender file]***

***To be opened only during the bids opening session***

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

*File size and format*

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

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

*The following formats are accepted:*

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

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

***13. Admissibility of bids***

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

*The following shall be inadmissible by the Project Owner:*

* *Bids revealing the identity of the bidder;*
* *Bids received beyond the date and time for submission;*
* *Bids without indication on the identity of the invitation to tender;*
* *Bids non-compliant with the bidding method.*
* *Failure to produce the number of copies specified in the Special Regulations of 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 in the field of public contracts or failure to comply with the model documents in the tender documents shall result in 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 bidder during the bids 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 bidder 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 will result in 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]. ([[7]](#footnote-7)2)*

*In any case, the opening of the administrative documents and technical offers [and/ or ]financial [administrative, technical, and financial if the opening is in a single-phase, administrative and technical only if two-phase opening] shall take place on ............................... [to be specified] at ............... [to be specified] by the Project Owner or the Delegated Project Owner’s Tenders Board in room ........................ [to be specified] located at........................ [to be specified].*

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

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

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

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

***15. Evaluation criteria***

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

*[These criteria intend 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 bid with the technical specifications in the tender file and with the qualification of the bidders]*

***15.1 Eliminatory criteria***

*[These criteria lay down the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring.*

*They include notably:*

* *absence of bid bond at the opening of bids;*
* *failure to produce, after a period of 48 hours following the opening of bids, a document of the administrative file deemed to be non-compliant or missing when the bids were opened (with the exception of the bid bond);*
* *false declarations, fraudulent schemes or forged documents;*
* *failure to comply with at least X essential criteria (X referring to the qualification threshold for technical bids) out of Y (Y referring to the total number of essential criteria);*
* *the absence of prospectus, catalogue, drawing or technical sheet produced by the manufacturer; [if applicable];*
* *failure to comply with one of the major technical specifications specified in the Technical Description of the supplies of this TF, where applicable;*
* *failure to produce the required samples at the opening of bids, if applicable;*
* *absence of certificate of origin, if applicable;*
* *failure to comply with X % of the minor technical specifications indicated in the Technical Description of the supplies of this TF, where applicable;*
* *absence of the supplier approval to operate in the domain of the supply of textbooks subject of the invitation to tender, if applicable;*
* *absence of the approval or authorisation of the supplier issued by the manufacturer 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, if applicable;*
* *the absence of a quantified unit price in the Financial Bid;*
* *Absence of the SACs initialled on each page and signed and bearing the indication “read and approved”*
* *Absence of a declaration on honour for not having* *abandoned a contract during the last three years ;*
* *Absence of the tender letter;*
* *Absence of the integrity charter;*
* *Absence of a declaration statement to comply with social and environmental clauses;*
* *Absence of own minimum equipment (to be specified by the Project Owner) , if applicable;*
* *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 the TF are being drawn up:*

***15.2. Essential Criteria***

*The so-called essential criteria are those primordial or key used to judge the technical and financial capacities of candidates to 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 modalities 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;*
* *the bidder’s references;;*
* *guarantee deadline ;*
* *delivery planning and deadline ;*
* *financial capacity;*
* *proof of acceptance the terms of the contract;*
* *after-sales service (availability of spare parts, repair workshop, technical staff), as appropriate;*
* *access to a line of credit or other financial resources, if applicable;*
* *annual turnover following a certified balance sheet or statistical tax returns (STR);*
* *subscription to the integrity charter and social and environmental commitment;*
* *staff qualification and experience, if applicable;*
* *logistic means, if applicable;*
* *methodology, if applicable.*
 |

*[Specify the main qualification criteria that show the bidder has the technical capabilities and resources required to execute the contract successfully. These criteria are detailed in article 29 of the Special Regulations of the Invitation to Tender (SRIT).*

*[The bids rating system shall only apply in the event of complex or large-scale supplies].*

 *Otherwise simply use the binary scoring method (Yes or No)]*

***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 ev**aluated as the best offer in case of restricted invitation to tender.*

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

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

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

*[In the event a bidder is the lowest bidder or the best bidder for more than \_\_\_\_\_\_\_\_\_\_\_\_lots, the Project Owner or the Delegated Project Owner shall award the \_\_\_\_\_\_\_\_\_\_\_\_lots to the said bidder in accordance with the conditions specified in the SRIT].*

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

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

***19. Further information***

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

***20. Fighting corruption and malpractices***

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

*[Place and date of signature*

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

***Copies:***

* ***MINMAP / Authority in charge of Public Contracts;***
* ***ARMP;***
* ***Project Owneror PO concerned, where applicable;***
* ***Chairperson of the TB concerned;***
* ***Contracts service (SIGAMP);***
* ***Chairpersons of the CCCB, where applicable;***
* ***Notice board/file.***

**Avis d’Appel d’Offres (National ou international)** *[Ouvert ou Restreint]* **n°**….........**/***[Type : AONO, AONR, AOIO, AOIR]/[MO ou MOD /* ***[Type de commission : CIPM ou CRPM ou CDPM ou CSPM* ]CCCM-AG** *Exercice budgétaire]* **du** *[Date de signature de l’Avis d’Appel d’Offres]* **pour** *[Objet de l’Appel d’Offres]*

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

Dans le cadre de *[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….........……...................................... (5)]*

**2. Consistance des prestations**

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

**3. Tranches /Allotissement**

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

**4. Coût prévisionnel**

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

**5.** **Délai(s) prévisionnel(s) et lieu(x) de livraison**

Le délai maximum prévu par le Maître d’ouvrage ou le Maître d’Ouvrage Délégué pour la livraison des fournitures objet du présent appel d’offres est de [Indiquer le délai jours/mois calendaire(s) à livrer ……………. [indiquer le lieu de livraison par lot le cas échéant].

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

**6. Participation et origine**

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



**7. Financement**

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

**8. Mode de soumission**

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

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

**9. Cautionnement de soumission**

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

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

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

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

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

La version physique du dossier d’appel d’offres peut être obtenue au *[Lieu de retrait du DAO (service, 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]* *([[8]](#footnote-8))*, 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.

**12.** **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]/CPM compétente/CCCM-AG 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.

Taille et format des fichiers

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

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

 Les formats acceptés sont les suivants :

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

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

**13- Recevabilité des plis**

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

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

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

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

 - les plis non-conformes au mode de soumission

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

**Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par un organisme ou une institution financière** 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.

**14. Ouverture des plis**

L’ouverture *des plis se fait en un ou deux temps [A préciser]. (*[[9]](#footnote-9)*)*

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

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

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

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

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

**15. Critères d’évaluation**

*[Les critères d’évaluation sont de deux types : les critères éliminatoires et les critères essentiels[[10]](#footnote-10).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.]*

Il s'agit notamment :

* de l’absence du cautionnement de soumission à l’ouverture des plis ;
* de la non -production au-delà du délai de 48h après l’ouverture des plis d’une pièce du dossier administratif jugée non conforme ou absente lors de l’ouverture des plis, (excepté le cautionnement de soumission);
* des fausses déclarations, manœuvres frauduleuses ou falsification des pièces ;
* du non-respect d’au moins 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 prospectus, catalogue, dessin ou fiche technique produit par le fabricant ;[le cas échéant]
* du non-respect de l’une des spécifications techniques majeures indiquées dans les Spécifications Techniques des fournitures du présent DAO, le cas échéant ;
* du défaut de production des échantillons requis à l’ouverture des plis ; [le cas échéant]
* de l’absence du certificat d’origine ; [le cas échéant]
* du non-respect de X % des spécifications techniques mineures indiquées dans les Spécifications Techniques des fournitures du présent DAO, le cas échéant ;
* de l’absence d’agrément du fournisseur à exercer dans le domaine de la fourniture des livres objet de l’appel d’offres ; [le cas échéant]
* de l’absence de l’agrément ou de l’autorisation du fournisseur délivré par le fabricant 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]
* de l’absence d’un prix unitaire quantifié dans l’Offre financière ;
* de l’absence du CCAP paraphé sur chaque page et signé assorti de la mention « lu et approuvé »
* de l’absence d’une déclaration sur l’honneur de n’avoir pas abandonné de chantier durant les trois (03) dernières années
* de l’absence de la lettre de soumission.
* de l’absence de la charte d’intégrité
* de l’absence de la déclaration d’engagement social et environnemental
* de l’absence de possession en propre d’un matériel minimum (à préciser par le maître d’Ouvrage), le cas échéant.
* Non-respect du format de fichiers des offres. [Pour ceux qui soumissionnent en ligne]:

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

**15.2. Critères essentiels**

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

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

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

* la présentation de l’offre ;
* les références du soumissionnaire ;
* le délai de garantie ;
* le planning et délai de livraison ;
* la capacité financière ;
* la preuve d’acceptation des conditions du marché ;
* le service après-vente (disponibilité des pièces de rechange, atelier de réparation, personnel technique), le cas échéant ;
* l’accès à une ligne de crédit ou autres ressources financières (le cas échéant) ;
* le chiffre d’affaires annuel selon le bilan certifié ou la déclaration statistique et fiscale.
* la souscription à la Charte d’intégrité et à l’Engagement social et environnemental
* la qualification et l’expérience du personnel, le cas échéant ;
* les moyens logistiques, le cas échéant ;
* la méthodologie, le cas échéant.

*[NB : Indiquer les principaux critères de qualification qui montrent que le soumissionnaire dispose des capacités techniques et des ressources requises pour mener à bien l’exécution du marché.* *Ces critères seront détaillés à l’article 29 du RPAO]*

*[Le système de notation des offres par attribution des points ne s’appliquera qu’en cas de fourniture complexe ou de grande envergure. Dans le cas contraire seul le mode de notation binaire (oui ou non) sera appliqué].*



**16. 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 sera 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].*

**17. 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 ou* *le mieux disant pour plus de \_\_\_\_\_ lots, le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué lui attribuera les \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lots selon les conditions précisées dans le RPAO]*

**18. Durée de validité des offres**

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

**19. Renseignements complémentaires**

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

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

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

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

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

***Copies:***

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

**Document No. 2:**

**General Regulations of the Invitation to Tender (GRIT)**

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

The aim of document No. 2 is to provide bidders with the information they need to prepare their offers in compliance with the conditions laid down by the Project Owner.

It also gives information regarding the submission of bids, the opening of bids, the evaluation of bids, and the award of the contract.

This document includes model articles that are not to be modified.

Given the importance of standardised contract terms in the pricing of supplies, the Incoterm for all modes of transportation is DAP (Delivered at Place, the supply delivers the goods at the location agreed).

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**General Regulations of the invitation to tender**

1. **GENERAL**

**Article 1: Subject of the consultation**

* 1. The Project Owner or the Delegated Project Owner, as defined in the Special Regulations of the Invitation to Tender (SRIT), hereby launches an invitation to tender with a view to obtaining the supplies and ancillary services *[available on the local market or international market]* briefly described in the SRIT.

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

* 1. The preferred or successful bidder shall furnish the supplies within the time limit indicated in the SRIT and which runs, except otherwise stipulated in the SACs, from the date of notification of the Administrative Order to commence the delivery of the supplies.
	2. In this Tender File, the term ‘day’ means a calendar day, with the exception of the working days expressly specified in the Public Contracts Code

**Article 2: Financing**

The source of financing of the supplies and/or services forming the subject of this invitation to tender shall be specified in the SRIT.

**Article 3:** **Ethical Principles**

3.1. Public service employees, bidders 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 prohibiting acts of corruption, fraudulent manoeuvres, 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 these Tender Files (Document 10).

In accordance with this principle, the Project Owner or the Delegated Project Owner shall accept the following definitions:

* + 1. Whoever offers, gives, solicits or accepts any advantage with a view to influencing the action of a public official during the award or execution of a contract shall be guilty of “corruption”;
		2. “Fraudulent schemes” shall be committed by anyone who distorts or misrepresents facts in order to influence the award or execution of a contract;
		3. “Collusive practices” shall refer to any form of agreement between two or more bidder s (whether or not the Project Owner or Delegated Project Owner is aware of it) aimed at artificially maintaining tender prices at levels that do not correspond to those that would result from competition;
		4. Whoever harms persons or damages their property or makes threats against them, directly or indirectly, in order to influence their actions during the award or execution of a contract shall be indulging in “coercive practices”;
		5. “Obstructive practices”, sham mean any form of acts aimed at destructing, falsifying, changing or concealing evidence on which an investigation is based or any false statements made to investigators, or any threat, harassment or intimidation of a person for the purpose of preventing that person from disclosing information relating to an investigation, or from pursuing an investigation.
		6. “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 Owneror 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.
		7. The Chairpersons, members, secretaries and experts of tenders boards, evaluation sub-committees and contract managers are bound by the obligation of reserve and discretion.
		8. They shall refrain from any action likely to compromise their objectivity and, in all cases, shall not have any financial, personal or other interest connected with the contract under review.
		9. In the event of a conflict of interest, the Chairpersons, Experts and members of the Tenders Boards, members of Contracts Control Boards, members of Evaluation sub-Committees, as well as the Independent Observers shall inform the Project Owneror the Chairperson of the Tenders Board in writing, failing which they will be subject to the sanctions provided for by the regulations in force. In this case, they shall be replaced for the contracts concerned.
		10. Complicity shall mean:
* The omission or negligence to carry out the inspections or to give the prescribed technical advice;
* The wilful failure to inform the Project Owner or the competent authority of irregularities observed during the discharge of his duties. .
	1. Any proposed award shall be rejected if it is proven that the proposed successful bidder is, directly or through an agent, guilty of corruption, or has engaged in fraudulent manoeuvres, collusive, or coercive practices for 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 Administration’s Contracting Partner from bidding for a period not exceeding two (2) years for influence peddling, of conflict of interest, insider trading, complicity, fraud, corruption or production of fraudulent documents in his bid, without prejudice to criminal proceedings that may be 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 the award and monitoring of the execution of Public Contracts for a period not exceeding two (2) years.

**Article 4: Candidates allowed to compete**

4.1. As a general rule, the invitation to tender is open to all bidders, provided they meet the following eligibility requirements:

1. A bidder (including all members of a joint venture and all sub-contractors of the bidder) must be from an eligible country, in accordance with the Financing Agreement, if applicable;
2. A bidder (including all members of a consortium and all subcontractors of the bidder) shall not be in a situation of conflict of interest, failing which all tenders in which it has participated shall be disqualified. A bidder may be deemed to have 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 enterprise) which has provided consultancy services for the design, preparation of specifications and other documents used in connection with contracts awarded under this invitation to tender;
		2. is the legal representative of another bidder to this invitation to tender within the same 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 group of enterprises, or as a subcontractor in a tender while being an individual bidder or a member of a group of enterprises. A supplier may appear as a subcontractor in several tenders, but only in that capacity;
		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 control;
		5. the Project Owner or the delegated Project Owner has an interest in the bidder’s capital that is such as to compromise the transparency of the public contracts award procedures;
3. 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 delegated project owner, unless expressly authorised by the Authority in charge of Public Contracts.
4. Civil society organisations and public establishments provided the prices offered are competitive. It means that (i) prices have been determined by taking into account all the direct and indirect costs contributing to the formation of the price of the service covered by the contract, and (ii) that they have not benefited from advantages arising from the resources allocated to them as part of their public service missions.

4.2. The invitation to tender is open in accordance with the specifications of the SRIT to all bidders who meet the following conditions:

1. they are not in a state of judicial liquidation or bankruptcy;
2. they are not subject to any of the prohibitions or disqualifications provided for by the laws and regulations in force, either nationally or internationally;
3. make the declarations required by the laws and regulations in force.

4.3. In order to submit an electronic tender 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.

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

**Article 5: Supplies and ancillary services**

5.1. The word “supplies” shall refer to all products, raw materials, machinery, equipment and any other materials that the Supplier is required to deliver in performance of the contract.

5.2. The term “Ancillary services” shall mean, inter alia, services incidental to the supply of goods such as installation, training and initial maintenance and any similar obligations of the Supplier under the Contract.

5.3. All imported supplies and ancillary services shall originate from countries meeting the sourcing criteria set out in the SRIT.

5.4. The word “source” means the country where the supplies are extracted, grown, produced, manufactured, or processed; or the country where a manufacturing, processing, or component assembly process results in a marketable item whose basic characteristics are substantially different from those of its components.

5.5. Within the meaning of Article 5.3 above, the word “imported supplies” means all products, raw materials, machinery, equipment and all other materials not available in Cameroon at the time of bidding for manufacture or assembly that the Supplier is required to deliver under the Contract.

5.6. Project Owners or Delegated Project Owners shall authorise the Bidder and his employees or agents, upon request, to enter their premises and grounds for the purpose of an inspection. However, the Bidder, his employees and agents shall release these Project Owners or Delegated Project Owners from any liability that may result, and shall remain liable for any death or personal injury, loss or damage to property, costs and expenses incurred as a result of this visit.

**Article 6: Documents establishing the qualification of bidders**

6.1. As an integral part of their bid, bidders shall:

1. Produce a power of attorney authorizing the signatory of the bid to bind the Bidder; and
2. Provide documents for the qualification of the bidder to be established in accordance with the list provided for in the SRIT and including, in particular, all the information requested from bidders in the SRIT in order to establish their qualification to execute the contract.

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

1. the production of balance sheets showing turnovers and results;
2. access to a line of credit or availability of other financial resources;
3. contracts executed;
4. availability of indispensable equipment;
5. the categorisation certificate for providers of supplies and quantifiable services, where necessary.

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

1. The bid shall include, for each of the suppliers, all the information listed in Article 6.1 above. The SRIT shall specify the information to be provided by the group as well as the one to be provided by each member of the group;
2. The bid and the contract shall be signed in such a way as to bind all members of the group;
3. The nature of the grouping (joint or several as required in the SRIT) shall be specified and justified by the production of a copy of the group agreement in due and proper form;
4. The member of the group designated as the representative shall represent all the undertakings vis-à-vis the Project Owner or the Delegated Project Owner for the execution of the contract;
5. In the event of a several group, the co-contractors share the payments that are made by the Project Owner or the Delegated Project Owner into a single account. In case of a joint grouping, the tasks of each member shall be specified and each enterprise is paid by the Project Owner or the Delegated Project Owner into his own account.

6.3. Bidders shall equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the SRIT.

6.4. Bidders who wish to benefit from a margin of preference should supply necessary information to prove that they meet the criteria set out in Article 33 of the SRIT.

**Article 7 - Visit to the site of the services**

7.1 The bidder is advised to visit and inspect the site of the services 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 services. This visit, when it is required in the SRIT, must be sanctioned by a certificate of visit to the site signed on honour by the bidder, giving a description of the site as well as observations on the conditions of execution of the services. The costs of the site visit shall be borne by the bidder.

7.2. The Project Owner or the Delegated Project Owner must authorise the bidder who so requests and his employees or agents to enter his premises and grounds 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 **and compensate them if necessary.**

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

7.3. The Project Owner or the Delegated Project Owner may organise a visit to the services site and/or a preparatory meeting for drawing up the bids.

**B. TENDER FILE**

**Article 8: Content of Tender File**

8.1. The Tender File describes the supplies and ancillary services subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 9 of the GRIT, it includes the following documents:

* Document No. 0: Letter of invitation to tender (in the event of restricted invitation to tender);
* Document No. 1: Tender notice drafted in English and French (AAO);
* Document No. 2: General Regulations of the invitation to tender (GRIT);
* Document No. 3: Special Regulations of the invitation to tender (SRIT);
* Document No. 4: Special Administratives Clauses (SACs) ;
* Document No. 5: Description of the supplies, which includes the list of the supplies and ancillary services as well as technical specifications, where necessary;
* Document No. 6: The framework of unit price and all-in prices schedule;
* Document No. 7: The detailed estimates framework;
* Document No. 8: Schedule of sub-details of unit and all-in prices and/or breakdown of prices, where applicable;
* Document No. 9: Model contract;
* Document No. 10: Model forms to be used by the bidders, notably:
1. model tender letter;
2. model bid bond;
3. model final bond;
4. model start-off advance bond;
5. model performance bond in replacement of the retention bond;
6. model of the manufacturer’s authorisation;
7. model presentation sheets for equipment, personnel and references;
8. framework for the execution planning;
9. model form for services likely to be subcontracted.
* Document No.  11: Integrity charter form;
* Document No. 12: the declaration statement to comply with social and environmental

 clauses;

* Document No. 13: The maturity visa or any other justifications of preliminary studies to be filled by the Project Owner or the Delegated Project Owner, the availability of funding or budget allocation,
* Document No. 14: the list of banking establishments and financial bodies approved by the

 Ministry in charge of finance authorised to issue bonds for public contracts.

* Document No.15: Online bidding procedure.

8.2. Bidders shall examine all the rules, forms, conditions and specifications contained in the Tender file. It is up to them to furnish all the information requested and prepare a bid 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 or the Delegated Project Owner’s address indicated in the Special Regulations of the invitation to tender or via COLEPS with a copy to the public contracts regulatory agency. **However**, **the Contracting Authority shall reply in writing or by electronic mail or via COLEPS or by any other means 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 **Contracting Authority**’s response, indicating the question asked but not mentioning the author, is addressed to all bidders who bought the Tender File within a deadline of at most (5) days.

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

9.3. In the event of a restricted invitation to tender:

1. during the pre-qualification phase the petition may bear on request for the re-examination of solicitation, prequalification applications or on the requests for the re-examination of decisions or instruments taken and published by the Project Owner or the Delegated Project Owner;
2. Candidates shall have five (5) working days after the publication of prequalification results to file their petitions with the Project Owner or the Delegated Project Owner, with copy to the Authority in charge of public contracts and the body in charge of the regulation of public contracts.
3. the petition shall not be suspensive.

9. 4. In the event of an open invitation to tender:

1. the petition shall lodged between the publication of the invitation to tender and the opening of bids and shall be addressed to the Project Owner or the Delegated Project Owner, with a copy to the Authority in charge of Public Contracts and the Public Contracts Regulatory Agency;
2. it should reach the Project Owner or the Delegated Project Owner no later than 14 (fourteen) working days before the bid opening date;
3. 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 agency;
4. In case 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;
5. The petition shall not be suspensive.

**Article 10: Modification of the Tender File**

10.1. The Project Owner or the Delegated Project Owner may at any moment prior to the deadline for the submission of offers and for any reason, be it at his initiative or in 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 of the GRIT and shall be communicated in writing or made known, by any means in writing or via COLEPS or by any other electronic communication means specified by the Project Owner in the TF, to all bidders who bought the Tender File.

10.3. In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Project Owner or Delegated Project Owner may postpone as is necessary, the deadline for the submission of bids, in accordance with the provisions of Article 22.2 of the General Regulations of the invitation to tender.

**C. PREPARATION OF BIDS**

**Article 11: Bidding Fees**

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

**Article 12: Language of bid**

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

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

13.1. The bid presented by the bidder shall include the documents detailed in the SRIT, 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 or deductions of whatever nature;

- is not winding up or bankrupt;

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

a.2. the bid bond established in accordance with the provisions of Article 19 of the GRIT;

a.3. the written document empowering the signatory of the bid to commit the bidder, in accordance with the provisions of Article 6.1 the GRIT.

***b. Volume 2: Technical Bid***

It includes:

***b.1. Information on qualifications***

The SRIT shall list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6.1 of the Special Regulations of the invitation to tender, in particular the company’s references (similar services), after-sales service, equipment and personnel.

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

The SRIT shall specify the constituent elements of the technical proposals of bidders notably:

* A detailed description of the technical characteristics, performance, brands, models and references of the materials proposed including technical prospectuses in accordance with Article 17 of the GRIT; *(Any reference to brand names or to proprietary specifications from a specific supplier or service provider shall be forbidden. However, any such indication with the words “or equivalent” shall be authorized where the Project Owners are unable to describe the subject of the contract using specifications that are sufficiently precise and clear for all interested parties)*
* The calendar, schedule and service delivery deadline.

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

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

* The Special Administrative Clauses (SACs);
* Technical specifications or Special Technical Clauses (STCs).

***b .4****.* ***Comments on SACs and Special Technical Clauses (STCs)***

Bidders shall make a comment on the technical specifications of the supplies and formulate possible proposals.

***c. Volume 3: Financial Bid***

The SRIT shall specify the elements that will help in justifying the cost of the services, namely:

- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;

- The duly filled Unit and/or all-in Prices Schedule;

- The duly filled detailed quantity and cost estimates;

- The sub-details of prices and/or breakdown of fixed prices;

- the projected payment schedule, where applicable.

In this regard, bidders shall use the documents and models provided in the Tender File, subject to the provisions of Article 19(2) of the GRIT concerning the other possible types of bid bonds.

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

13.3. The SRIT shall specify how long proposals shall remain valid from the date of submission. During this period, bidders shall keep available the specialised personnel proposed for the assignment. The Project Owner or the delegated Project Owner shall make every effort to satisfactorily conduct negotiations within this period. If the Project Owner or the Delegated Project Owner wishes to extend the validity period of the proposals, Candidates who do not agree to this have the right to refuse such an extension.

**Article 14: Bid price**

14.1 Unless otherwise specified in the Tender File, the contract price shall cover all the supplies and ancillary services described in Article 1.1 of the SRIT, on the basis of the Price Schedule and the Quantified and Estimated Detail, as well as the sub-detail of unit prices and the breakdown of all-in prices presented by the bidder, where applicable.

14.2. The Bidder shall fill in the unit prices and total prices for all the items in the Price Schedule and the Detailed quantity and estimate.

14.3. Subject to any contrary provisions in the SRIT and the SACs, the prices quoted in the price sub-detail framework for Quantifiable Supplies and Services shall be presented in the following manner:

a. For the supplies manufactured in Cameroon:

1. the price of the supplies EXW (directly from the factory , factory, showroom, warehouse or sales outlet, as the case may be), including all customs duties, sales taxes or other taxes already paid or to be paid on the components or raw materials used in the manufacture or assembly of the supplies;
2. Sales taxes and other collected on the supplies which will be due if the contract is awarded;
3. The price of inland transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the SRIT.

b. For supplies to be imported:

1. the price of the supplies DAP - place of destination, as stipulated in the SRIT;
2. the price of inland transportation, insurance and other local services relating to the delivery of the supplies from the indicated place of destination CIP (Carriage and Insurance Paid To) to their final destination (Project site) as specified in the SRIT; and
3. the price of the supplies to be imported shall be indicated DAP place of destination, if the SRIT so stipulates; 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 to the eligibility conditions linked to the Financing Agreement.
5. the standard price conditions are governed by the rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce on the date of the invitation to tender or on the date specified in the SRIT.

c. For supplies already imported, the price indicated shall be different from the original import value of such supplies declared in customs, and shall 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 still to be paid by the Supplier. For the sake of clarity, bidders shall be requested to indicate: (a) their price including initial customs and import duties, (b) the amount of such customs and import duties, and (c) their price, excluding import taxes, which is the difference between amounts (a) and (b).

1. the price of the supplies, including their initial import value and any margin (or reduction), 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 to be paid on supplies already imported;
3. the price of the supplies obtained by subtracting (i) and (ii) above;
4. sales taxes and other taxes levied on supplies that shall be due in Cameroon if the Contract is awarded;
5. the price of inland transport, insurance and other local services relating to the delivery of the supplies to their final destination (project site) specified in the SRIT.

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

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

14.4. Prices offered by the Bidder shall be firm for the duration of the Contract and may not vary in any way, except as otherwise provided in the SRIT. A tender with a price revision clause shall be considered non-compliant and shall be rejected, in application of the GRIT.

14.5. If price revision and/or updating clauses are provided for in the Contract, the date on which the initial prices were established and the procedures for revising and/or updating said prices must be specified. Any Contract with an execution period of one (1) year or less may not be subject to price revision.

14.6. All unit prices with quantities must be supported by sub-details drawn up in accordance with the framework proposed in Document No. 8 of the TF.

14.7. In the event that the invitation to tender comprises several lots, the prices indicated for a given lot must correspond to the totality of the items in that lot, and to the totality of the quantity indicated for each item.

14.8. Bidders must indicate any rebates granted in their tenders. They must also specify the conditions under which the rebate is to be applied.

**Article15: Bid and payment currencies**

15.1. In the event of International Invitations to Tender, the currencies of the tender must follow the provisions of either Option A or Option B below; the applicable option being the one chosen in the SRIT.

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

The amount of the tender, the unit prices in the price schedule and the prices in the schedule of quantities and estimates are expressed entirely in CFA francs as follows:

a. Prices shall be expressed entirely in the national currency. The bidder who intends to incur expenditure in other currencies for the execution of the services, shall indicate in an annex to the tender the percentage or percentages of the tender amount necessary to cover the foreign currency requirements, not exceeding a maximum of three currencies of member countries of the contract financing institution

 b. The exchange rates used by the Bidder to convert his bid into national currency shall

 be specified by the Bidder in an appendix to the bid in accordance with the details in

 the Special Regulations. They shall be applied to all payments under the Contract, so

 that no exchange rate risk is borne by the successful Bidder.

15.3. Option B: The bid price shall be expressed directly in local and foreign currencies.

The Bidder shall express the unit prices in the Schedule of Prices and the prices in the Detailed Quantities and cost Estimates as follows:

a. The prices of inputs required for quantifiable supplies and services that the Bidder intends to procure in the country of the Project Owner or the Delegated Project Owner shall be expressed in CFA francs as specified in the RPAO and referred to as "national currency"

b. The prices of inputs required for supplies and quantifiable services that the Bidder intends to procure outside the country of the Project Owner or the Delegated Project Owner shall be expressed in the currency of the Bidder's country or that of an eligible member country widely used in international trade.

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

15.5. During the execution of quantifiable supplies and services, most of the foreign currencies remaining to be paid on the contract amount may be revised by mutual agreement between the Project Owner or the Delegated Project Owner and the contractor in order to take account of any change in the foreign currency needs under the contract.

**Article 16: Documents attesting to the agmissibility of the bidder**

The bidder shall furnish as full part of his bid, documents attesting that he meets the conditions of the provisions of Article 4 of the General Regulations of the invitation to tender.

**Article17: Documents attesting to the admissibility of supplies**

17.1. In application of the provisions of Article 5 of the GRIT, the bidder shall furnish as a full part of his bid, documents attesting that all the supplies and services he proposes to supply in execution of the contract meet the criteria of origin or those of Special Technical Clauses.

17.2. In the case of imported supplies, these documents shall consist of a declaration on the country of origin of the supplies and services proposed in the Price Schedule, a declaration to be confirmed by a certificate of origin issued at the time of shipping, if applicable.

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

18.1. To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his bid, provide written proofs that the supplies conform to the technical specifications and standards mentioned (where applicable) in the Description of the Supplies.

18.2. These proofs may take the form of prospectus, drawings or data and include a detailed description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the 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, etc., necessary for the proper and continuous functioning of the supplies from the start of their use by the Project Owner or the Delegated Project Owner and during the period specified in the SRIT.

18.4. The standards applying to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by the Project Owner or 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 he establishes to the satisfaction of the Project Owner that the standards, brands 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 referred to in Article 18.6 below, bidders wishing to offer technical variants must first cost the Project Owner's or Delegated Project Owner's basic solution as described in the Tender File, and in addition provide all the information the Project Owner or Delegated Project Owner needs to make a full assessment of the proposed alternative, including drawings, technical specifications, price sub-details and any other useful details. The Project Owner or the Delegated Project Owner shall only examine the technical variants, if any, of the bidder whose bid conforms to the basic solution has been assessed as the lowest.

b. When bidders are authorised, in accordance with the SRIT, to submit technical variants directly for certain parts of the complex supplies, these parts of the supplies must be described in the Technical Specifications. The Tender File must clearly specify how the variants are to be taken into consideration in the evaluation of the tenders.

**Article 19: Validity of bids**

19.1. Bids shall remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Project Owner or the Delegated Project Owner, in application of Article 22 of the SRIT. A bid valid for a shorter period at the opening of offers shall be rejected by the Tenders Board as not being in compliance, unless the period of validity of the bid bond is in compliance. In this case, a period of forty-eight (48) hours is granted to the bidder to produce a letter of tender in line with the bid bond.

19.2. Under exceptional circumstances, the Project Owner or the Delegated Project Owner may seek the approval of bidders to extend the validity time-limit. The request and the responses that shall be given shall be in writing (or by fax). The validity of the bid bond provided for in Article 19 of the GRIT shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.

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

19.4. The updating period shall run from the date on which the sixty (60) days are exceeded to the date of notification of the contract or of the administrative order to commence services to the successful bidder, as provided for in the SACs. The effect of the update shall not be taken into account for the purposes of evaluating the tenders

**Article 20: Preparatory meeting for establishing tenders**

20.1. Unless otherwise stipulated in the SRIT, and in the case of complex supplies, the Bidder may be invited to attend a preparatory meeting to be held at the place and date indicated in the SRIT.

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

20.3 The Bidder is requested, as far as possible, to submit any questions in writing so that they reach the Project Owner or the Delegated Project Owner at least one week before the preparatory meeting. It is possible that the Project Owner or the Delegate Project Owner shall not be able to respond during the meeting to questions received too late. In this case, the questions and answers shall be forwarded in accordance with Article 19.4 below.

20.4. The minutes of the meeting to which the attendance sheet is attached, including the text of the questions asked and the answers given, including the answers prepared after the meeting, shall be sent without delay to all those who have purchased the Tender File. Any modification of the tender documents listed in Article 8 of the GRIT that may be necessary following the preparatory meeting shall be made by the Project Owner or the delegated Project Owner by publishing an addendum in accordance with the provisions of Article 10 of the GRIT, as the minutes of the preparatory meeting cannot serve the purpose.

20.5. The fact that a bidder does not attend the preparatory meeting to establish the bids shall not be ground for disqualification.

**Article 21: Bid bond**

21.1 Pursuant to Article 12 of the General Regulations of the invitation to tender, the bidder shall provide a bid bond in the amount specified in the Special Regulation of the Invitation to Tender, which shall form an integral part of his tender.

21.2 The bid bond shall be in accordance with the model set out in the Tender File; other models may be authorized by the Project Owner or the Delegated Project Owner. The Bid Bond shall remain valid for thirty (30) days beyond the initial bid validity deadline, or for any new validity deadline requested by the Project Owner or the Project Owner Delegate and accepted by the bidder, in accordance with the provisions of Article 18.2 of the GRIT.

For services under Jobbing Orders, certified cheques and bank cheques are accepted as bid bonds.

21.3. Any tender not accompanied by an acceptable Bid Bond shall be rejected by the Tenders Board as incomplete. The bid Bond of a joint venture must be expressed in the name of the authorised representative submitting the tender.

21.4. The tenders of unsuccessful bidders (with the exception of the copy intended for the body responsible for regulating public contracts) shall be returned within fifteen (15) working days from the publication of the award results. Tenders not withdrawn within this period may be destroyed, without any room for complaint.

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

21.6. The bid bond of the successful bidder shall be released upon the successful bidder's furnishing of the required Final Bond.

21.7. The bid bond may be forfeited:

a. If the Bidder:

i. withdraws his bid during the validity period, or;

ii. does not accept the correction of errors in application of Article 30 of the GRIT; or

b. If the successful bidder

i. fails in his obligation to enter into the contract pursuant to Article 38 of the GPAO;

ii. Fails in his obligation to provide a final bond in accordance with Article 39 of the GRIT;

iii. Refuses to receive notification of the contract.

Article 22. Form, format and signing of the bid

22.1. **For offline submission**

* 1. The Bidder shall prepare in each volume an original of the bid constituent documents described in Article 12 of the SRIT, an carrying clearly the indication “ORIGINAL”, and the other copies in the number required in the SRIT marked “COPY”. In the event of a discrepancy between the original and the copies, the original shall be authentic.
	2. The original and all the copies of the bid must be typed or written in indelible ink (in the case of copies, photocopies, including scanned copies are also acceptable) and must be signed by the person(s) duly authorized to sign on behalf of the Bidder, in accordance with Article 6.1(a) or 6.2(c) of the GRIT, as the case may be. All the pages of the bid containing overwriting or changes shall be initialled by the signatory(ies) of the bid.
	3. The bidder must not contain any modification, suppression or overwriting unless such corrections are initialled by the signatory(ies) of the tender.

22.2. **For online submission**

* + - * 1. The bid must be transmitted by the bidder on the COLEPS platform or on any other electronic means of communication indicated by the Project Owner in the TF. A back-up copy of the tender recorded on a USB key or CD/DVD must be deposited with the relevant PO/DPO or CA in a sealed envelope clearly and legibly marked "back-up copy" and with the tender references within the time limit specified.
				2. The offers, accompanied by the required documents, are assembled in electronic files and grouped according to their administrative, technical and financial nature. However, the administrative documents are entered into COLEPS by the issuing bodies.
				3. The file formats chosen for the submission of tenders via COLEPS must be common formats which are widely used in the professional sector including the operators likely to be interested in the consultation, for better exploitation.
				4. The documents and materials transmitted via the COLEPS platform shall be electronically signed using a certificate.

**D. SUBMISSION OF BIDS**

**Article 23. Sealing and marking of envelopes**

23.1. Bidders shall place the original and the copies of the administrative documents specified in the SRIT, in a sealed envelope bearing the indication ‘ADMINISTRATIVE DOCUMENT’, the original and all the copies of the technical proposal in a sealed envelope bearing clearly the indication ‘TECHNICAL PROPOSAL’ and the original and the copies of the Financial proposal shall be placed in a sealed envelope bearing clearly the indication ‘FINANCIAL PROPOSAL’.

The various documents of each volume shall be numbered in the order as specified in the SRIT and separated by colour dividers.

**23.2. The internal and external envelopes**:

* 1. should be addressed to the Project Owner or the Delegated Project Owner at the address indicated in the Special Regulations of the Invitation to Tender;
	2. should bear the name of the project as well as the subject and number of the tender notice as indicated in the SRIT and bear the indication “TO BE OPENED ONLY DURING THE BID-OPENING SESSION”.

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

23.4. If the external envelope is not sealed and marked as indicated in Articles 23.1 and 23.2 above, the Project Owner or the Delegated Project Owners shall not be responsible if the bid is misplaced or opened prematurely.

23.5. As part of the online bidding, the bid to be provided by the bidder comprises three electronic files corresponding to the three administrative, technical and financial volumes. Each file shall explicitly bear a name that refers to the nature of its content (Administrative File, Technical Offer, Financial Offer).

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

23.7. The constituent elements of the bidder’s on-line or off-line offer shall be the same for a given consultation.

23.8. When the invitation to tender is opened in two (2) phases, the envelope containing the sample financial offer, marked as such, shall be initialled by the Chairperson of the Board and sent, on the spot, to the body in charge of the regulation of public contracts.

**Article 24: Date and time limit for the submission of bids** **and method of submission**

24.1. a) The bids shall be received by the Project Owner or the Delegated Project Owner through their Internal Public Contracts Administrative Management Entity at the address specified in Article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations of the invitation to tender.

1. The date and time of receipt of online bids are automatically recorded by the dematerialization platform using a time-stamping mechanism. Only the date and time of COLEPS or any other electronic means of communication indicated by the Project Ownershall be deemed authentic.
2. For time stamping, the reference time zone is local time (GMT/UTC + 1). This time can be seen on the submission page.

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

24.3. Bids submitted electronically shall be acknowledged by a receipt stating the date and time of receipt and the consultation references.

24.4. Three methods of submission shall be possible:

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

The bidding method chosen shall be specified in the SRIT.

24.5. When bids are submitted online, the bidders’ envelopes are automatically encrypted, that is. their content is rendered illegible.

**Article 25: Late offers**

Whatever the method of submission, any bid received by the services of the Project Owner or the Delegated Project Owner after the closing date and time set for the submission of bids in accordance with Article 22 of the GRIT shall be declared inadmissible by the Tenders Board.

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

26.1. For offline offers:

1. A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the amendment or withdrawal is received by the Project Owner or the Delegated Project Owner before the end of the time limit prescribed for the submission of bids. The said notification shall be signed by an authorised representative in application of Article 20(2) of the General Regulations of the invitation to tender. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the indication “WITHDRAWAL”, and “REPLACEMENT BID” or “MODIFICATION”.
2. The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of Article 21 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of offers.
3. Bids whose tenderers request the withdrawal in application of paragraph a above, shall be returned to them unopened.
4. No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. Any withdrawal of a bid by a bidder during this interval will lead to the confiscation of the bid bond in accordance with the provisions of Article 21.7 of the General Regulations.

26.2. For online bids:

1. Several bids may be validly submitted by the same bidder before the deadline for receipt of bids. In this case, only the last to arrive and its corresponding back-up copy, if any, shall be taken into account during the evaluation; any other back-up copies shall be returned unopened.
2. The modification, replacement or withdrawal of the backup copy shall be carried out in accordance with the provisions of Article 21.1.

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

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

27.1 Prior to the opening of bids, bids submitted electronically shall be decrypted by the contracting authority. Decryption consist in making the bids legible and accessible only to the Tenders Board.

27.2. All the envelopes shall be opened in one or two phases, depending on the type of procedure. All the bids are opened at once for open invitations to tender for simple supplies. The opening is done in two phases when it concerns important or complex supplies and quantifiable services that have been the subject of a restricted invitation to tender.

27.3. Firstly, envelopes marked “withdrawal” shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer or the backup copy shall be returned to the bidder unopened. Withdrawal of an offer or backup 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 returned to the bidder concerned unopened. The replacement of the offer or of the backup copy shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked “modification” shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the bid or backup 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 backup copies which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

27.4. 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 that the competent tenders board deems useful to be mentioned. Only rebates and variants of the offer announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

27.5. Since a bid or a backup copy that has not been opened and read aloud during the bid opening session cannot be submitted for evaluation, the board shall systematically ensure that all the bids received have really been examined.

27.6. A report of the opening of the bids shall be drawn up on the spot, mentioning the admissibility of the bids, their administrative regularity, their prices, the rebates and deadlines, as well as the composition of the evaluation sub-committee, if any. However, information relating to the said composition shall remain internal to the Board. An excerpt from the minutes, to which shall be attached the attendance sheet signed by all participants shall be given to each bidder on request. Lastly, only the financial bids of those bidders who have achieved the minimum technical score required are opened in the presence of the bidders concerned.

27.7. At the end of the bid opening session, the Chairperson of the Tenders Board shall hand over a copy of each bidder’s bid he initialed, to the focal point designated by the body in charge of the regulation of public contracts.

27.8. In the event of a petition, the bidder shall send his request to the Petitions Review Committee with copy to the Project Owner or Delegated Project Owner, the Chairperson of the relevant Tenders Board, the body in charge of the regulation of public contracts, and to the Authority in charge of Public Contracts.

It shall be received within a maximum of three (3) working days after the opening of the bids, in the form of a letter duly signed by the petitioner.

This petition, which can only relate to the conduct of this stage, in particular compliance with procedures and the regularity of the documents checked, shall not be suspensive.

Where necessary, the independent observer shall attach to his report the sheet of the petition register that was given to him, together with any comments or observations relating thereto.

27.9. The opening of the envelopes sent by electronic means and those submitted on paper shall take place during the same session. The opening and examination of bids submitted electronically are subject to the rules applicable to the processing of hard copy bids.

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

28.1. No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the award of the contract has not been made public. Failure to do this, the bidder of the bidder may be disqualified and the authors suspended from all activities in the domain of public contracts.

28.2. Any attempt by a bidder to influence the bids evaluation sub-committee as it is evaluating bids or the Tenders Board as it is formulating award proposal or the Project Owner or the Delegated Project Owner as he is making award decisions; may lead to the rejection of his bid.

28.3. Notwithstanding the provisions of paragraph 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 the Delegated Project Owner for reasons relating to his bid may 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 proposal of the bids evaluation sub-committee, urge bidders, administrations or competent bodies to give clarifications on offers.

**29.2.** The request for clarification and the response shall be made in writing or via COLEPS or any other electronic means of communication specified by the Project Ownerin the Tender File, with copy to the body in charge of the regulation of Public Contracts, but no change in the amount or content of the bid with a view to making it more competitive shall be sought, offered or permitted.

29.3. The purpose of the request for clarification shall be, in particular, to find an information contained in the bid; to verify the accuracy of the information provided by a candidate, where applicable, from the issuing authorities; to ask a bidder 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 bids deemed abnormally low.

**29.4**. The time limit for responding to requests for clarification may not exceed seven (7) working days.

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

**Article 30: Determining the compliance of offers and technical evaluation**

**30.1.** The Evaluation Sub-Committee shall first check the eligibility of the bidders and examine the bids in detail to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

**30.2**. The Evaluation sub-committee shall determine if the bid substantially complies with the conditions fixed in the Tender File based on the content without recourse to external elements of proof. As such, the Evaluation Sub-Committee shall:

* examine the tender to confirm that all the conditions specified in the SRIT and the SACs have been accepted by the Bidder without substantial discrepancy or reservation;
* evaluate the technical aspects of the offer submitted in accordance with clause 13.1.b of the GRIT to ensure that all provisions of the Unit Price Schedule are respected with no substantial differences or reservations.

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

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

ii. which substantially limits, contrary to the Tender File, the rights of the Project Owner or the Delegated Project Owner or his obligations under the contract;

iii. whose admissibility or correction would unfairly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

**30.4**. If a bid does not substantially comply with the Tender File, it shall be rejected by the relevant Tenders Board and cannot subsequently be made compliant.

**30.5.** The Project Owner or the 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 and bidders’ qualification criteria**

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

**Article 32: Correction of errors**

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

* 1. where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee deems, that decimal point in the unit price is blatantly not well placed, in which case the total price as presented shall be authentic and the unit price corrected.
	2. if the total obtained by addition or subtraction of the sub-totals is not exact, the sub totals shall be considered authentic and the total corrected.
	3. where there is a difference between the price indicated in words and in figures, the amount in words shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

**Article 33: Conversion into a single currency**

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

**33.2**. The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the SRIT.

**Article 34: Evaluation and comparison of bids at the financial level**

34.1. Only bids considered as being in compliance, as per the provisions of Articles 28 and 29 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

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

1. By correcting any possible error in accordance with the provisions of Article 30.2 of the General Regulations;
2. By converting into a single currency, the amount resulting from the rectifications (a) above, in accordance with the provisions of article 31(2) of the General Regulations;
3. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis;
4. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
5. If need be, in accordance with the provisions of Article 13.5 of the General Regulations and the Special Regulations by applying the rebates offered by the bidder;
6. If need be, in accordance with the provisions of Article 25(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and irrespective of the fact that the bidder offered or not a price for the technical solution specified by the Project Owner or Delegated Project Owner in the Special Regulations.

34.3. The estimated effect of price revision formulae featuring in the GACs and SACs applied during the period of execution of the contract shall not be considered during the evaluation of bids.

34.4. If the financial offer is considered abnormally low in relation to the estimates of the Project Owner for the services to be executed in this contract, the Sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the detailed quantities and estimates, verify if these prices are compatible with the technical specifications and the proposed calendar.

34.5 On the proposal of the evaluation sub-committee, the Chairperson of the Tenders Board may ask the bidders or the competent administrations and bodies for clarification of the bids.

34.6 If an offer is deemed abnormally low, the Tenders Board shall propose to the Project Owner or the Delegated Project Owner to request supporting documents from the bidder concerned. If they are deemed inadmissible, they are sent by the Project Owner or the Delegated Project Owner to the body in charge of the regulation of public contracts, for its opinion, alongside the request for clarification.

The Project Owner or the Delegated Project Owner shall take into account the opinion of the body in charge of the regulation of public contracts when making his decision.

**Article 35: Preference margin granted to national bidders**

35.1. During contract award within the framework of an international competitive bidding, in case of equivalent offers, in order of priority, a preference margin shall be granted, to bids submitted by:

1. a natural person of Cameroonian nationality or a corporate body governed by Cameroonian law;
2. a company all or majority of whose capital is held by persons of Cameroonian nationality;
3. natural person or corporate body carrying out economic activities in Cameroon;
4. a group of enterprises comprising Cameroonian enterprises.
	1. Bids shall be considered equivalent where they fulfil the required technical specifications.
	2. Regarding supply contracts, the national preference criterion shall only apply where at least 15% (fifteen percent) of the said supplies are processed locally or regionally.
	3. National preference shall only apply where the tender file so provides.

**F. CONTRACT AWARD**

**Article 36: Award of contract**

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

36.2. If the tender comprises several lots, award shall be made following the prescriptions of the Special Regulations.

36.3. In any case, any award of contract shall be evidenced by decision of the Project Owner or the Delegated Project Owner and notified to the successful bidder within seventy-two (72) hours of its signing.

34.4. Any decision by the Project Owner or the Delegated Project Owner to award a public contract shall be published, with an indication of the price and deadline, in the public contracts logbook published by the body in charge of the regulation of public contracts or in any other authorized publication, in particular in COLEPS or on any other electronic communication medium indicated by the Project Owner in the TF.

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

**37.1**. The Project Owner or the Delegated Project Owner reserves the right to cancel an invitation to tender or to declare an invitation to tender unfruitful after the opinion of the competent Tenders Board, without any room for complaint.

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

**37.2** The Project Owner or the Delegated Project Owner shall notify the decision cancelling the invitation to tender or the one declaring the invitation to tender unfruitful, to the Chairperson of the Tenders Board, with copy to the body in charge of the regulation of public contracts.

**37.3** In the event of allotment, the provisions of the paragraphs above shall apply to each of the lots.

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

**38.1** Any award of a contract shall be evidenced by a decision of the Project Owner or the Delegated Project Owner and notified to the successful bidder within a maximum period of seventy-two (72) hours of its signing. Any decision by the Project Owner or the Delegated Project Owner to award a public contract shall be published in the public contracts logbook of the body in charge of the regulation of public contracts or in any other authorized publication, in particular in COLEPS, with an indication of the amount and the execution period.

**38.2** Before the expiry of the validity period of the bids set in the Special Regulations, the Project Owner or the Delegated Project Owner shall notify the successful bidder by all means in writing that his bid was retained. This letter shall indicate both the amount the Project Owner or the Delegated Project Owner shall pay the administration’s contracting partner to execute the contract and the execution time-limit.

**Article 39: Publication of award results and petitions**

**39.1** The Project Owner or Delegated Project Owner has a period of five (5) working days to sign the award decision and publish the results from the date of receipt of the final award proposal from the relevant Tenders Board, unless the procedure is suspended.

**39.2** Any award decision of a public contract by the Project Owner or the Delegated Project Owner shall be inserted, with an indication of the price and deadline in the Public Contracts Logbook published by the body in charge of the regulation of public contracts or any other publications authorised to do so.

**39.3** The Project Owner or the Delegated Project Owner shall communicate to any bidder, upon request addressed to him within a maximum deadline of five (5) days after publication of the award results, an excerpt from the evaluation report concerning him.

**39.4**. After publication of the award result, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any room for complaint. Only the copy 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 included in the award decision.

**39.5.** In the event of petition, it should be addressed to the Petitions Review Committee with copies to the Project Owner or the Delegated Project Owner, the Tenders Board Chairperson, the Public Contracts Regulatory Agency, and to the Authority in charge of Public Contracts. It shall take place within a maximum deadline of five (5) working days after the publication of the results.

**39.6** This petition may give rise to the suspension of the procedure at the discretion of the body in charge of the regulation of public contracts.

**Article 40: Signing of the contract**

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

**40.2.** Prior to signature of the contract under the conditions referred to in the above paragraph, the draft mutual agreement signed by the successful bidder shall be submitted to the relevant Tenders Board for review and opinion.

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

**40.4**. The successful bidder shall have fifteen (15) working days from receipt to sign the contract or the jobbing order. Beyond this period, the Project Owner or the Delegated Project Owner shall reserve the right to cancel the award decision after giving the successful bidder formal notice which recorded no reaction. In this case, the bid bond shall be forfeited and the contract shall be awarded to the bidder ranked second.

**Article 41: Final bond**

**41.1**. Within twenty (20) calendar days following the notification of the contract by the Project Owner or the Delegated Project Owner, the contracting partner shall provide the Project Owner or the Delegated Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File*.*

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

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

**41.4.** Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the conditions provided for in the GAC. In this case, the bid bond shall be seized by the Project Owner or the Delegated Project Owner.

**Document No. 3****Special Regulations of the Invitation to Tender (SRIT)**

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

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

The Project Owner or the Delegated Project Owner shall 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 shall be used to evaluate the bids. During the preparation of this document, particular attention shall be paid to the following aspects:

* 1. The formation specifying and completing the clauses of Document No. 2 shall be included;.
	2. Precisions and/or possible supplements to the clauses of Document No. 2, determined by conditions specific to the tender under consideration must also be included.
	3. The provisions of the General Regulations of the invitation to tender not repeated in the Special Regulations shall remain applicable.
	4. The articles in the General Regulations repeated in the Special Regulations shall maintain the same numbers.

The articles of the GRIT included in the SRIT must keep the same numbers.

This document must be filled by the Project Owner or the Delegated Project Owner before the publication of the tender file. The following provisions, which are specific to the supplies covered by the Invitation to Tender, supplement or clarify the provisions of the General Regulations of the Invitation to Tender.

In the event of conflict, the provisions below shall prevail over those of the General Regulations of the Invitation to Tender. The numbers in the first column refer to the corresponding Article of the General Regulations of the Invitation to Tender.

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**Special regulations of the invitation to tender**

This document must be filled by the Project Owner or Delegated Project Owner before the consultation is launched. The following provisions, which are specific to supplies of **textbooks and teaching aids** subject of the invitation to tender, supplement or where necessary, specify the provisions of the General Regulations of the invitation to tender. **In case of conflict, the following provisions will prevail over those of the General Regulations**. Figures in the first column refer to the corresponding article in the General Regulations.

*[Instructions for filling the Special Regulations shall be furnished, as the need arises, by notes in italic referring to the corresponding clauses of the GRIT.]*

| **References of the General regulations**  | **Description of the provision of the special regulations of the invitation to tender (SRIT)** |
| --- | --- |
| 1. **GENERAL**
 |
| 1.1 | * Name and address of the Project Owner or Delegated Project Owner: *\_\_\_\_\_\_\_\_\_\_*

 * Reference of Invitation to tender: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* Number of lots: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Definition of services:*[Insert a brief description of the* **supply** *[transport, handling (local and international), commissioning and acceptance as appropriate and to be specified by the Project Owner or the Delegated Project Owner**] and* ***ancillary services*** *[installation, training and initial maintenance, etc.…**In the event of allotment, specify the subject and describe the nature of each lot].* **NB** : The information on the services to be provided shall be specified in the schedule of unit prices and quantity breakdown and estimate as well as the special technical conditions, description (supplies) or scope of works (quantifiable services). |
| 1.2. | The maximum delivery deadline: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***This deadline for each of the tranches (if applicable), runs from the date of notification of the administrative order to commence the services.**  |
| 1.4 | Name, Purpose of the supply: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The service comprises several phases: Yes \_\_\_ No \_\_\_ [if yes, indicate which].Conference prior to the preparation of proposals: Yes \_\_\_ No \_\_\_ [if yes, indicate date].*[if yes, indicate date, time and place].* |
| 1.6 | The Project Owner or the Delegated Project Owner envisages the need to ensure some continuity for downstream activities: Yes \_\_\_ No \_\_\_ *[if yes, specify the scope, nature and timing of future activities, and indicate here how this shall be taken into account in the assessment].*  |
| 2.1. | Source of financing:The supplies, subject of the present invitation to tender are founded by:Budget*\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Financial year*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Line *\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[For foreign funded contracts, insert the name of the borrower and indicate where necessary, his relationship with the Project Owner or Delegated Project Owner, as it is indicated in the pre-selection notice. Also indicate the exact name of the project]* |
| 4 | The invitation to tender is opened or restricted: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [specify]**The candidates on the following list are eligible to participate in this consultation.**[Indicate, in case of restricted invitation to tender, the list of pre-qualified candidates.]* |
| 5.1. | No supply to be purchased under this consultation may come from the following places: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Indicate non-eligible countries of origin, if applicable].* |
| 6.1 | The list of documents to establish the bidder’s qualification shall include the documents provided under point 12 of these Special Regulations of the invitation to tender. |
| 6.2 | In the case of a group of enterprises, each member of the group shall submit a complete administrative file. However, documents such as the bank domiciliation certificate (except in the case of joint contracting), the Tender File purchase receipt and the bid bond provided for in point 12 of the Special Regulations shall only be submitted by the group’s representative. |
| 6 .4 | Information required to prove that the national preference eligibility criteria have been met: *[If applicable].*  |
| 7.3 | For the purposes of the site visit for supplies and/or ancillary services, to be organised after publication of the Invitation to Tender, the Project Owner or the Delegated Project Owner’s service to be contacted is as follows [to be indicated] : * PO Box: [to be inserted]
* Tel : [to be inserted]
* Fax: [to be inserted]
* Email : [to be inserted]
 |
| 1. **TENDER FILE**
 |
| 9 | Further information may be obtained during working hours from *[(SIGAMP service), door number, PO Box, telephone, fax, e-mail]* or online on the COLEPS platform at the following addresses <http://www.marchespublics.cm> and <http://www.publiccontracts.cm>, or any other electronic communication means specified by the Project Owner |
| **C- PREPARATION OF BIDS** |
| 11 | The language of submission shall be English or French |
| 12 | The bidder shall produce a sealed envelope containing three volumes and presented as follows:(In the event of online submission, the candidate shall produce a sealed USB key or CD/DVD containing the backup copy of the three volumes below:) |
|  | 1. ***Volume 1: Administrative file***

***For bidders based in Cameroon****, it shall include in particular:*1. *The stamped declaration of intention to tender (according to the attached model);*
2. *The group agreement, specifying the representative and the type of group [if applicable];*
3. *Signing authority, if applicable;*
4. *A tax clearance certificate issued by the tax authorities and less than three months old or issued after the date of signature of the Invitation to Tender;*
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 bidder’s country of residence dated less than three (3) months before the date of submission of tenders or issued after the date of signature of the invitation to tender;*
6. *A certificate of the bidder’s bank domiciliation, issued by an approved first-rate banking establishment or financial institution governed by Cameroonian law, or having an approved loca**l correspondent; unless otherwise provided for in the financing agreement; (in the event of joint co-contracting, each member of the group shall provide the certificate of bank domiciliation);*
7. *Receipt for the payment of a non-refundable sum for the purchase of the tender file in the amount of ........................................ CFA francs (insert the amount in figures and in words; payable at (place of payment of TF purchase fees: (in the Treasury for public administrations and in the Special Account-CAS-ARMP for other Project Owners, unless expressly waived.*
8. *A hand-endorsed bid bond (in accordance with the attached model) amounting to \_\_\_\_ CFA francs and valid for \_\_\_\_\_\_\_\_ months, issued by a first-class bank or a first-class financial institution authorised by the Ministry in charge of Finance of Cameroon to issue bonds in the domain of public contracts or any other form provided for by the regulations in force (certified cheque, bank cheque, legal mortgage) unless otherwise provided for by the financing agreement;*
9. *A certificate of non-exclusion from public contracts issued by the body in charge of the regulation of public contracts.*
10. *A clearance certificate issued by the National Social Insurance Fund mentioning the subject and references of the Invitation to Tender and certifying that the bidder has fulfilled his social security obligations towards the said fund, dated less than three months from the date of signature of the said certificate or issued after the date of signature of the Invitation to Tender;*
11. *A copy of the trade register certified by the competent authority of the judicial administration;*
12. *The categorisation certificate, if applicable;*

*In the case of a group, each member of the group must submit a complete administrative file, with documents h, i, j being submitted only by the representative of the group.***For bidders not established in Cameroon:** 1. They shall not produce documents which they are not subject to. They shall produce documents attesting to the fact that:
* they are not in a state of judicial liquidation or bankruptcy;
* they are not subject to any of the prohibitions 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;

(producing documents relating to their tax situation, their compliance with social security regulations and their non-bankruptcy or failure to pay shall be the responsibility of their place of residence) [to be completed where applicable]1. If a bid bond issued by a foreign financial institution is produced, it is acceptable provided that this financial institution appoints a local correspondent authorized by the Minister of Finance to act as guarantor in case of necessity.

**NB :** The documents in the administrative file shall be submitted in originals or in copies certified as true by the issuing authorities or the competent administrative authority, failing which they will be rejected. They shall be valid on the original deadline for submission of tenders.***B-Volume 2: Technical offer****It shall include in particular:****b1. Information on qualification****The list of documents to be provided by bidders to justify their qualification shall include in particular references, equipment and personnel:****b.1.1 Bidder’s references***A list of contracts carried out as main supplier (or subcontractor) over the last [to be specified] years shall be provided with the names of the beneficiary Administrations (Project Owner, subject, amount, acceptance date) in accordance with the standard form attached.These references shall be accompanied by supporting documents, in this case: * Copies of the first and last pages of the contract;
* Final or provisional acceptance report or attestation of proper execution signed by the Project Owner;
* Other supporting documents, if applicable [to be specified].
* For the award of contracts falling within the threshold of jobbing orders, and where the consultation file explicitly so provides the references of the promoter or of a technical official in a newly incorporated national small- and medium-sized enterprise shall be replaced or not those of the corporate body where the latter does not yet have the required number of years of experience or references.

These references shall be accompanied by supporting documents, in this case, the CV, the work contract, and any promotions that may have taken place during the candidate’s career, as applicable.***b.1.2. Staff*** * *A list of personnel to be mobilised for ancillary services (installation of equipment and user training) in accordance with the model annexed to the Tender File.*

***NB****: For the personnel proposed, a copy of the diploma and proof of experience is required, that is.:* * *certified true copy of the diploma dated less than three (3) months or issued after the date of signature of the invitation to tender;*
* *attestation of registration with the national orders, if applicable;*
* *dated and signed curriculum vitae*
* *dated and signed attestation of availability;*
* *attestations or contracts of employment, where applicable*

***NB****: All the documents listed above must be true copies, signed and dated within three months of the original deadline for submission of tenders by the issuing department or an authorised authority.****b.1****.****3*** *Equipment to be used (if applicable)** *a list of small items of equipment needed to install the equipment or execute ancillary services, if applicable.*

**NB**: Proof of this list is provided by the production of certified copies of the registration documents for rolling stock, certified by the relevant issuing department, and the purchase invoice(s) for other rolling stock, certified by a competent authority and showing the vendor's taxpayer’s number. If the equipment is to be hired, these supporting documents must be accompanied by a hiring agreement signed by both parties, if applicable. ***b.2****.* ***Technical proposal****The list of documents to be supplied by bidders to justify their technical proposal shall include:** *prospectuses, catalogues and drawings (only documents produced by manufacturers shall be considered authentic);*
* *proof of after-sales service (a sworn declaration), where applicable;*
* *the timetable, schedule and delivery date for the supplies;*
* *the certificate of origin, if applicable;*

***b.3. Proof of acceptance of the terms of the contract****The bidder shall submit a copy of the Special Conditions of Contract (SACs) and Technical Specifications (ST) duly initialled on each page and signed on the last page preceded by the words* ***‘read and approved’.******b .4.******The bidder shall fill and subscribe the forms on:**** *the integrity charter dated and signed;*
* *the declaration of the commitment to comply with social and environmental clauses dated and signed.*

***b.5 Comments on SACs and T******echnical Specifications (if applicable)****The bidder shall attach a commentary on the technical specifications of the supplies, together with any proposals**b.6 Financial capacity;**b.7 Proof of turnover (Statistical Tax Returns (STR) or balance sheet if applicable)**b.8 Proof that no contracts have been abandoned in the last three years****C. Volume 3: Financial bid****This envelope shall include:****c.1. The******tender itself****, in original, prepared in accordance with the attached model, stamped at the current rate, signed and dated;****c.2. The Schedule of Unit prices and/or all-in Prices duly filled in;******c.3. The Detailed Quantity and Estimate*** *duly filled in;****c.4. The Sub-Detail of Unit Prices and/or the breakdown of all-in prices, where applicable;****For this purpose, bidders shall use the documents and models or standard forms provided for in the Tender File.**[Specify, if applicable, whether the bidder shall attach the digital version of the financial offer in three copies, one of which is to be kept by the Chairperson of the Tenders Board, one of which is to be given t**o the bids evaluation sub-committee and the third of which is to be sent to ARMP].* In the event of a discrepancy between the information contained in the hard copy of the offer and that contained in the digital offer, the information contained in the hard copy of the offer shall prevail.For an international invitation to tender, the bidder shall take account of the Delivered At Place (DAP) incoterm of the order and the related tax and customs regime.***NB****:* The different 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 its examination. |
| 13.1 | *Taxes: The prices proposed must be inclusive of all taxes [Indicate here, if applicable, the exclusion of specific taxes or duties that may be allowed in the offer price. This Clause must comply with Article 35 of the SACs].**In the case of an international invitation to tender, the incoterm shall be ----------------------, the Project Owner or delegated Project Owner must specify the incoterm (Delivered At Place (DAP) .............) for the order and the related tax and customs regime.* |
| 13.2. | Contract prices *[insert “shall” or “shall not”] be revisable* |
| 14 | *The local expenditure element must be expressed in the national currency: Yes \_\_\_ No \_\_* *[In the context of this consultation, the currency(ies) of the tender is (are) defined according to option A (local currency only) or option B (local and foreign currencies) of article 14 of the General Regulations].* *The exchange rate for converting the bidder’s offer into local currency and for converting future accounts into foreign currency shall be that of the Bank of Central African States (BEAC), in this case on:\_\_\_\_\_\_\_\_\_\_\_\_\_\_* *[to be specified (choose a date tha**t shall not be more than twenty-eight (28) days before the deadline for submission of tenders, nor later than the initial date of expiry of the tender validity period; for example, three working days before the deadline for submission of tenders)].* |
| 18.1 | *The period of validity of tenders shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert period in days] from the closing date for submission of tenders.**[Insert the number of days following the deadline for submission of tenders. This period shall be realistic and allow sufficient time to evaluate the tenders, taking into account the complexity of the supplies, and to obtain the necessary references, clarifications and authorisations (including the Donor’s ‘no objection’) and notify the award of the contract. Normally, the validity period shall not exceed one hundred and twenty (120) days].* |
| 19.1 | *The amount(s) of the bid bond(s) shall be fixed by lot (if applicable) as follows:*

|  |  |
| --- | --- |
| **Lot** | **Amount** |
| 1 |  |
| n |  |

*[The amount shall be that indicated in the letter to pre-qualified candidates and in the Tender Notice, in the event there has been no pre-qualification]. To avoid the amount of the tender being deducted from that of the guarantee, it is preferable that the guarantee be expressed as a fixed sum and not in percentage. In the case of allotment, specify the amount for each lot …..].* |
| 20 | The bidder must supply one original tender and six copiesand *\_\_\_\_\_\_\_\_\_**[indicate the number] copies of each proposal: [Include the copy to be sent immediately after the opening of tenders to the focal point designated by the body responsible for regulating public contracts.**[In the case of the Restricted Invitation to Tender (2 phase opening), the bidder shall provide a seventh copy of the copy of the financial offer, in a sealed envelope marked ‘sample offer’ to serve as a sample offer for the body in charge of the regulation of public contracts for safekeeping].* |
| **D- SUBMISSION OF OFFERS** |
| 21 | **The method of submission** chosen for this consultation shall be *[Indicate one of the three methods of submission below: online, offline, online and offline]. However, where the two possibilities are available, the bidder cannot use both the online and offline methods.* |
| 21.1. | **Online submission** Information to be added on the external envelope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FORM, FORMAT AND SIGNATURE OF THE OFFER[size and format of the files:For electronic submission, the maximum sizes of the documents that shall transit on 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 following formats are accepted:PDF format for text documents ;JPEG for images.[Applicants shall use compression software to reduce the size of the files to be sent.]The tender shall be sent by the bidder on the COLEPS platform or on any other electronic means of communication indicated by the Project Owner in the Tender File.For the purposes of submitting bids, the address of the Project Owner or the Delegated Project Owner to be used for sending bids is as follows: Service of the Project Owneror the Delegated Project Owner: *[to be specified].*Address: *[insert street name and building number]* Postcode: [insert postcode numberFloor/Office number: *[insert floor and office number]*.For electronic submission, the bid shall be transmitted by the bidder on the COLEPS platform ***or any other electronic communication means indicated by the Project Owner***. A back-up copy of the tender recorded on a USB key or CD/DVD shall be deposited in the services 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.*[online submission shall be done by electronic means via COLEPS platform available at* [*http://www.marchespublics.cm*](http://www.marchespublics.cm/) *or* [*http://www.publiccontracts.cm*](http://www.publiccontracts.cm/)*]* |
| 21.6. | **Off-line submission**For the purposes of submitting bids, the address of the Project Owner or Delegated Project Owner to be used for sending bids is as follows:Service of the Project Owner or Delegated Project Owner: *[to be specified]*Address: *[insert street name and building number]* Postcode: *[insert postcode number]* . Floor/Office number: *[insert floor and office number].***The closing date and time for submission of tenders are as follows:**Date: *[insert day, month, year; for example: 15 June 2005]* Time: *[insert time;]* *The reference time zone is the local time (GMT/UTC + 1) visible on the submission page.*Sealed envelopes shall be marked as follows:Tender Number: *[Open or Restricted] [National or International] No.….... /**[Type: ONIT, OIIT, RIIT, RNIT] [the Project Owner or the Delegated Project Owner**TB/* **(CCCB-AG if applicable)** *[financial year]* **from** *[date of signature of the Tender Notice]*  |
| **E. BIDS OPENING AND EVALUATION**  |
| 25.1. | *The opening of bids shall take place on \_\_\_\_\_\_\_\_\_\_\_\_ at exactly [to be specified] at \_\_\_\_\_\_\_\_\_\_\_\_ [to be specified] in the meeting room of\_\_\_\_\_\_\_\_\_located at \_\_\_\_\_\_[to be specified].**[Bids shall be opened no later* *than one hour after the time limit for submission of tenders.]* |
| 25.2 | Only bidders may attend this opening session or be represented by a single person of their choice, duly authorised, even in the case of a group of enterprises. Under pain of rejection, the documents in the administrative file required shall be produced in originals or in copies certified as true by the issuing service or competent administrative authority, in accordance with the stipulations of the Special Regulation of the Invitation to Tender. They shall be valid at the time of submission of the Tender and be less than three (3) months old from the original deadline for opening bids or have been drawn up after the date of signature of the tender notice.In the event of the absence or non-conformity of a document in the administrative file when the bids are opened, the bidders concerned shall be given a period of forty-eight hours to produce or replace the document in question. |
| 29 | The Tenders Board shall declare inadmissible and reject:* Any tender submitted in insufficient numbers or in hard copies only,
* Any bids in black and white for online submission,
* bids bearing indications as to the identity of the bidders,
* bids received after the closing date and time for submission.
* bids not indicating the identity of invitation to tender;
* bids that do not comply with the bidding method;
* Any tender that does not comply with the prescriptions 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 in the domain of public contracts, or failure to comply with the model documents in the tender file, will lead to the outright r****ejection of the bid without any room for complaint.**  A bid bond produced but having no connection with the consultation concerned is considered to be absent. A bidder’s bid bond presented by a bidder during the tender opening session is inadmissible;
* In case of restricted invitation to tender, failure to submit the seventh copy of the technical bid, in a sealed envelope marked “sample bid” to serve as a sample bid for the body responsible for regulating public contracts, shall cause the inadmissibility of the bid of the candidate concerned, as soon as the bids have been opened by the Tenders Board.
* The Tenders Board shall produce a report of the bids opening session, a copy of which shall be handed to the bidder.

[*The launch of the bids opening session must take place no later than one hour after the deadline for receipt of tenders specified in the tender file*].Tenders shall be evaluated on the basis of the following criteria:*[It is up to the Project Owner to specify which criteria are essential and which are eliminatory.* ***Indeed, a criterion cannot be both eliminatory and essential****].** **Eliminatory criteria**

*[The eliminatory criteria set out the minimum conditions to be avoided in order to be admitted to the evaluation according to the essential criteria. They shall not be expressed in marks. Failure to comply with these criteria shall result in rejection of the tender].****[****For information only:]* * *the absence of a bid bond when the bids are opened;*
* *failure to produce, after a period of 48 hours following the opening of bids, any part of the administrative file deemed to be non-compliant or missing when the bids were opened (with the exception of the bid bond);*
* *false declarations, fraudulent schemes or forged documents ;*
* *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);*
* *the absence of a prospectus, catalogue, drawing or technical data sheet produced by the manufacturer; [where applicable].*
* *failure to comply with one of the major technical specifications set out in the Technical Specifications for Supplies of this Tender, where applicable;*
* *failure to produce the required samples when the bids are opened; [if applicable].*
* *the absence of a certificate of origin; [if applicable].*
* *failure to comply with X% of the minor technical specifications set out in the Technical Specifications for Supplies of this Tender File, where applicable;*
* *absence of the supplier’s approval to operate in the field of supplying the books covered by the invitation to tender; [if applicable]*
* *the absence of the supplier’s approval or authorisation issued by the manufacturer or the absence of the supplier’s approval or authorisation issued by a distributor approved by the manufacturer accompanied by the said distributor’s approval; [if applicable].*
* *the absence of a quantified unit price in the Financial offer;*
* *the absence of the SACs initialled on each page and signed with the words "read and approved".*
* *the absence of a sworn declaration that no work has been abandoned during the last three (3) years*
* *the absence of the tender letter.*
* *the absence of the integri**ty charter*
* *the absence of a declaration statement to comply with social and environmental clauses*
* *the absence of own minimum equipment (to be specified by the Project Owner), if applicable.*
* *Non-compliance with bids file format. [For those bidding online]:*
* ***Essential criteria***

*[The so-called essential criteria are those that are essential or key to assessing the technical and financial capacity of the candidates to carry out the services covered by the call for tenders. They must be determined on the basis of the nature and consistency of the services to be provided].**The procedures for validating a criterion on the basis of the number of sub-criteria met should be formally specified].**The essential criteria for qualifying suppliers will include, for example, the following:** *presentation of the offer ;*
* *the tenderer’s references;*
* *the guarantee period ;*
* *planning and delivery times ;*
* *financial capacity ;*
* *proof of acceptance of the terms and conditions of the contract;*
* *After-sales service (availability of spare parts, repair workshop, technical staff), where applicable;*
* *access to a line of credit or other financial resources (if applicable) ;*
* *annual turnover based on the certified balance sheet or statistical and tax return.*
* *subscribing to the Integrity Charter and the declaration of the commitment to comply with social and environmental clauses;*
* *the qualifications and experience of staff, if any;*
* *logistical resources, where applicable;*
* *methodology, where* *applicable.*

*NB: Depending on the specific nature of the service, other relevant criteria may be added while drafting the tender file.* ***Electronic bids sall be evaluated after downloading under the same conditions as hard copy bids.******In the event of a conflict between the contents of the TF, the elimination of an offer for non-compliance with the TF requirements must be based solely on the criteria contained in the SRIT, the provisions of which take precedence over those of the other documents.****[The points marking system shall only be applied in the case of complex or large-scale supplies. Otherwise, only the binary scoring system (yes or no) shall be applied].****Detailed assessment criteria and sub-criteria*** 1. ***Elimination criteria***

 ***The eliminatory criteria shall be evaluated on the basis of the following sub-criteria:******[to be specified formally for each criterion, the procedures for validating a criterion on the basis of the number of sub-criteria met].*** *[For information only:]*

| **No.** | **Heading** | **Yes/No** |
| --- | --- | --- |
| 1. **Eliminatrory criteria relating to the administrative file**
 |
| 1 | Absence of the bid bond issued by a first-class financial institution authorised by the Ministry in charge of Finance to issue bonds in the domain of 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 of the administrative file deemed to be non-compliant or missing when the bids were opened (with the exception of the bid bond).  | Yes/No |
| 1. **Eliminatory criteria relating to technical bid**
 |
| 3 | Failure to produce the samples required at the bid opening; *[if applicable].* | Yes/No |
| 4 | Absence of the certificate of origin; *[if applicable]* | Yes/No |
| 5 | Absence of the supplier’s authorisation to operate in the field of supplying the books subject of the invitation to tender; *[if applicable]* | Yes/No |
| 6 | Absence of the supplier’s approval or authorisation issued by the manufacturer or absence of the supplier’s approval or authorisation issued by a distributor approved by the manufacturer accompanied by the said distributor’s approval; *[if applicable].* | Yes/No |
| 7 | Absence of a prospectus, catalogue, drawing or technical data sheet produced by the manufacturer; *[if applicable].* | Yes/No |
| 8 | Non-compliance with a major technical specification indicated in the Description of Supplies of this TF; | Yes/No |
| **Textbooks /Equipment/Teaching aids No. 1** Major technical specifications*[Compulsory characteristics]* | Yes/No |
| *Characteristics* No. 1 | Yes/No |
| *Characteristics* No. 2 | Yes/No |
| **Textbooks /Equipment/Teaching aids No. 2** Major technical specifications *[Mandatory Characteristics]* | Yes/No |
| *Characteristics* No. 1 | Yes/No |
| *Characteristics* No. 2 | Yes/No |
| 9 | Non-compliance with at least X% of the minor technical specifications indicated in the Description of Supplies of this TF, where applicable; | Yes/No |
| **Textbooks /Equipment/Teaching aids No. 1** Minor technical specifications *[Mandatory characteristics]* | Yes/No |
| Characteristics No. 1 | Yes/No |
| Characteristics No. 2 | Yes/No |
| **Textbooks /Equipment/Teaching aids No. 2** Minor technical specifications *[desired characteristics]* | Yes/No |
| Characteristics No. 1 | Yes/No |
| Characteristics No. 2 | Yes/No |
| 1. **Eliminatory criteria relating 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 statements, fraudulent schemes or forged documents | Yes/No |
| 13 | Non-compliance with at least X essential criteria (X referring to the qualification threshold for technical bids) out of Y (Y referring to the total number of essential criteria); | Yes/No |
| 14 | Non-compliance with the offers file format of the bids submitted online;  | Yes/No |
| 15 | Absence of the backup copy in the event of a malfunction of the COLEPS platform, for tenders submitted online. | Yes/No |
| 16 | Absence of a sworn declaration that no work has been abandoned during the last three years. | Yes/No |

***NB:*** Depending on the specific nature of the service, other relevant criteria may be added while drafting the tender file.* **Essential criteria**

The essential criteria or those relating to the qualification of Bidders shall relate, just for of indication, to:***[to be specified formally for each criterion or sub-criterion].*** * ***The essential criteria and sub-criteria are detailed for each lot,***
* ***the procedures for validating a criterion on the basis of the number of sub-criteria met***

**Presentation of offer**(Legibility, documents in SRIT order, summaries, pagination, etc.)***[specify validation of ..........................sub-criteria per criterion to obtain a yes]*** * **Experience**
1. General experience

Experience in works contracts X \_\_\_\_\_\_\_\_ number of contracts carried out as a contractor over the last \_\_\_\_\_\_\_\_ [three to five] years preceding the deadline for submission of tenders.Sub-criterion [to be completed] Sub-criterion [to be completed] Sub-criterion [to be completed] [***specify validation of ..........................sub-criteria per criterion to obtain a yes]***1. Specific experience in similar services (to those in the call for tenders)

Have effectively and satisfactorily carried out, as a supplier or subcontractor, at least X \_\_\_\_\_\_\_\_ number of contracts similar to the supplies of *(specify similar activities covered by the supplies)* [1] over the last X \_\_\_\_\_\_\_\_ [*three to five*] [2] years with a minimum value of \_\_\_\_\_\_\_\_\_ [3]. The similarity will 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 for this experience must be assessed objectively.* *These references must be accompanied by supporting documents, in this case:* 1. *Copies of the first and last pages of the contract;*
2. *Provisional or final acceptance report or attestation of proper execution signed by the Project Owner;*
3. *Other supporting documents, if applicable and to be specified*

*1. The number of contracts must be between one and three, depending on the size and complexity of the contract in question and the risk for the Project Owner of default 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 carried out one similar contract. This number should also be set in a discriminatory manner, but taking into account the number of similar contracts carried out in the country.**2. The period covered is normally three to five years.**3. The amount indicated could be approximately 75% of the estimated value of the contract, in rounded amounts].* *4. [For contracts where the guarantee period has not yet expired, the provisional acceptance report shall be deemed authentic; where applicable, the final acceptance report shall be deemed authentic.]** **After-sales service:**

Bidders shall provide: (i) proof of availability of mandatory spare parts and/or consumables [to be specified by the Project Owner or the Delegated Project Owner] for a period [to be specified], (ii) local representation including (in the case of international tendering) (iii) qualified personnel to ensure the commissioning and monitoring of the guarantee \_\_\_\_\_\_\_\_\_\_ [specify the number and profile of personnel required], (iv) User training \_\_\_\_\_\_\_\_\_\_\_ [if so, specify the number and method of designation of users to be trained] [*to specify the validation of X..........................sub criteria by criterion to obtain a yes*]. NB: *Any public official listed among the staff who has not presented all the documents likely to justify his release from the Administration will be considered invalid. The presence of the same expert's file in two separate tenders must give rise to a request for clarification with a view to establishing which bidder’s tender should be considered. In this case, the expert in question will not be evaluated in the competing Bid or taken into account in the Bid not validated by the expert.** **Delivery schedule**

The Bidder shall produce on the basis of realistic and consistent dates:* 1. delivery schedule for supplies and;
	2. the timetable for the provision of ancillary services (installation, users’ training, maintenance)

*[to specify the validation of X..........................sub criteria by criterion to obtain a yes].* * **Financial capacity**

Tenderers must present in particular:1. a certificate of financial capacity of an amount of ......... CFA francs issued by an approved bank;
2. annual turnover according to the balance sheet or statistical and tax return.
3. 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 usually 3 years; it may be increased to a maximum of 5 years. Financial information provided by a candidate should be carefully examined in order to make an informed judgement. Any information of an abnormal nature, which could lead to financial difficulties during the execution of the Contract, should lead the Chairperson of the relevant Board to seek the advice of a financial expert when evaluating the bids].****For new 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 applicable, proof of professional risk insurance) and the contract's financing requirements.**1. The amount entered (financial capacity) should not normally be less than 30% of the annual turnover or cash flow of the proposed service contract (based on a projection in equal monthly instalments of the cost estimated by the Project Owner, including contingencies, for the duration of the contract).**2. The period is normally three years.**3. In the case of a consortium, it may be indicated that each member of the consortium must satisfy 25 or 30% of the total amount required and that the leader of a consortium must satisfy 50 or 60% of the total amount required.**4. 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 terms and conditions of the contract**

Bidders must submit duly initialled and signed copies, marked read and approved, of the administrative and technical documents governing the contract below: * The Special Administrative Clauses (SACs);
* Technical Specifications.

***[to specify the validation of X................*** ***..........sub criteria by criterion to obtain a yes].*** * **Staff (if applicable)**

Staff to be mobilised for ancillary services (equipment installation and user training) ***[to be specified (names, qualifications, general experience, specific experience, etc.)].*** ***NB: the proposed staff, a copy of the diploma and proof of experience, that is***: 1. certified copy of diploma less than three (3) months old;
2. certificate of registration with national Orders, where applicable;
3. signed curriculum vitae;
4. signed availability certificate ;
5. certificates or contracts of employment

***All the above documents must be signed and dated within the last three months.******[to specify the validation of X..........................sub criteria by criterion to obtain a yes].*** ***NB:*** *Any public official listed among the staff who has not presented all the documents likely to justify his release from the Administration shall be considered invalid. The presence of the same expert's file in two separate tenders must give rise to a request for clarification with a view to establishing which bidder's tender should be considered. In this case, the expert in question shall not be evaluated in the competing Bid and shall not be taken into account.** **Equipment to be used (if applicable)**

a list of small material needed to install the equipment or execute related services, if applicable. ***(to be specified (type, characteristics, minimum number, other specific details, etc.))***  ***NB:*** *Enclose copies certifi**ed by the issuing authorities or any other authorised authority, of the registration documents for rolling stock and the purchase invoices showing the taxpayer’s number of each issuer for other equipment, if applicable, accompanied by a signed equipment hiring agreement.* ***[to specify 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 Rules for Invitations to Tender* ***may be* annexed to these Special Regulations for Invitations to Tender. *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 contents of the Tender File, the elimination of a bidder for non-compliance with the TF requirements must be based solely on the criteria contained in the SRIT, the provisions of which take precedence over those of the other documents.***  |
| 31.1 | The currency selected 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: [choose a date that shall not be more than twenty-eight (28) days before the deadline for bids submission, nor later than the initial date of expiry of the bid validity period. *For example, that of the BEAC three working days before the deadline for submission of tenders*].the exchange rate for converting the bidder's offer into local currency and for converting future accounts into foreign currency shall be that [*to be specified: for example, that of BEAC three working days before the deadline for submission of tenders].* |
| **F- AWARD OF THE CONTRACT** |
| 34.1 | The contract shall be awarded to the Bidder whose bid is deemed to be substantially compliant with the Tender File and who has the technical and financial capability to execute the Contract satisfactorily and whose bid has been evaluated as the lowest or best after application of any proposed rebates. |
| 34.2 | The combination to be applied in the event of the simultaneous award of several lots is as follows: *[specify, if applicable, a method other than the most economically advantageous for the Project Owner or Delegated Project Owner].* |
| 34.2 | In the event a bidder is proposed to be awarded several lots, the Project Owner or the Delegated Project Owner shall take into account the rebates proposed and shall base his decision on the combination that is the most economically advantageous in order to draw up the list of successful bidders for each lot. *[If not, specify another method].* |
| **G. Final bond** |
| 39 | The rate of the final bond is: \_\_\_\_\_\_\_\_\_\_ *[to be specified (between 2 and 5%)]* of the amount of the contract inclusive of all taxes.Within twenty (20) calendar days from the date of notification of the contract by the Project Owner, the contracting partner shall provide a final bond in accordance with the model attached to the Tender File. |
| 40 | **Ethical principles**Board Chairpersons and Members, Bidders and other participants in the procedure must observe the strict rules of professional ethics all over. In particular, they must refrain from corruption or any other form of fraudulent schemes. In accordance with this principle, under this TF, the following definitions shall apply: * + 1. Whoever offers, gives, solicits or accepts any advantage with a view to influencing the action of a public official during the award or execution of a contract or a jobbing order shall be guilty of “**corruption”**;
		2. Whoever offers, gives, solicits or accepts several offers submitted by the same bidder under different corporate names and/or under different registration numbers shall be guilty of “**corruption”**;
		3. 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 guilty of “fraudulent schemes”. Fraudulent schemes" shall include in particular any agreement or collusive manoeuvre by bidders (before or after submission of the bid) aimed at artificially maintaining bid prices at levels which do not correspond to those which would result from free and open competition, and thus depriving the Project Owner or the Delegated Project Owner of the advantages of free and open competition.
 |

**Document No. 4:**

**Special Administrative Clauses (SAC)**

**Note on the Special Administrative Clauses**

The provisions of these Special Administrative Clauses (SACs) set out the rights and obligations of the parties to the contract. These rights and obligations shall comply in all respects with the General Administrative Conditions (GAC), which already set out the regulatory framework applicable to the execution of supplies contracts.

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

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

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

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

The standard clauses of the SAC constitute an outline of the provisions that the Project Owner or the Delegated Project Owner shall follow when preparing each Tender File and draft contract.

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**CHAPTER I: GENERALITIES**

**Article 1: Subject of the contract**

The subject of this contract is to *[Indicate the purpose of the supply in accordance with Article 1 of the RPAO]* to the *[Project Owner* or *Delegated Project Owner]* in accordance with the technical characteristics defined in the Description of the Supplies and the quantities in the Rough Quantity and Estimate *[To be specified*. *In the event of allotment, the subject of the contract shall be on the lot concerned]*.

**Article 2: Contract award procedure**

This contract shall be awarded by *[indicate the method o**f award of the contract and its references].*

**Article 3:** **Duties and security**

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

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

* **The Project Owner or Delegated Project Owner** is [To be specified]: he shall sign the contract, order payment for the services, ensure that the originals of the relevant documents are kept and forwards copies to the Authority Authority in charge of Public Contracts, the body in charge of the regulation of public contracts and the Ministry of Public Contracts or its relevant devolved service;

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

* **The Contract Engineer is** [To be specified]: He is accredited by the Project Owner or the Delegated Project Owner to monitor and control the technical and financial execution of the contract under the supervision of the Contract Manager to whom he reports.
* **The Project Manager** for this contract or the control mission is [To be specified if applicable] hereafter referred to as the Project Manager; [Specify whether it is a public or private Project Management]: he is responsible for defending the interests of the Project Owner or the Delegated Project Owner at the stages of the definition, development, execution and acceptance of the services covered by the contract.
* **The body in charge of the external control of public contracts is** the Ministry in charge of public contracts. The Ministry of Public Contracts or its competent devolved service checks the conformity of the execution of the contract, issues the required prior endorsements and endorses the general and final detailed account.
* **The Administration's contracting partner or the contract holder is**: *[To be specified]* he is responsible for the execution of the services provided for in the contract;

***3.2. Security***

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

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

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

4.1. The language used is English or French.

4.2. The contracting partner or contract holder undertakes to comply with the laws and regulations in force in the Republic of Cameroon, both in his own organisation and in the execution of the contract.

If the laws, regulations, administrative and fiscal provisions in force on the date of signing of this contract were to be modified after signature of the contract, any costs directly arising therefrom would be taken into account without gain or loss for either party.

**Article 5: Standards**

5.1 The applicable standards are those in force in the Republic of Cameroon or, failing that, those equivalent to or higher than the standard specified in the description of the supplies. Where no applicable standard is mentioned, the authoritative standard shall be that applicable in the country of origin of the supplies after approval by the competent authority.

5.2. The supplier or service provider shall study, execute and guarantee the supplies and services of this contract taking into consideration the realisation best practice in Cameroon for operations of similar technology.

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

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

1. The tender or commitment letter
2. the contracting partner’s tender and its annexes in all the provisions not contrary to the Special Administrative Clauses (SACs), the Terms of Reference (ToR), the specifications of the supplies (SF) or the technical clauses of the works, where applicable
3. the Special Administrative Clauses (SACs) ;
4. the technical specifications for supplies (TS) ;
5. A detailed quantity and estimate or Rough estimate (DQE);
6. the unit price and all-in prices schedule (BPU) where applicable;
7. the sub-detail of unit prices (SDPU)  and, where applicable, the breakdown of all-in prices;
8. the General Administrative Clauses (GACs) applicable to public contracts for quantifiable supplies and services;
9. Any other useful documents (Minutes of Negotiations, STCs, Plans, Management Strategies and Environmental, Social, Health and Safety (ESHS) Implementation Plans, ESHS Code of Conduct, project value analysis if applicable, etc.).
10. The integrity charter;
11. Commitment statement to comply with social and environmental clauses.

**Article 7: General instruments in force**

This contract is subject to the following general instruments: *[instruments to be adapted and prioritised according to the non-exhaustive list below].*

1. Law No.92/007 of 14 August 1992 on the Labour Code;
2. Law No.2015/018 of 21 December 2015 governing commercial activities in Cameroon;
3. Law No.2018/012 of 11 July 2018 relating to the Fiscal Regime of the State;
4. Law No. 096/12 of 05 August 1996 Framework law for environmental management;
5. Law No.202\_\_ of \_\_\_\_\_\_ December 202\_ Finance Law of the Republic of Cameroon for the 20\_\_ financial year;
6. Law No.98/013 of 14 July 1998 relating to competition;
7. Framework Law No.2011/012 of 6 May 2011 on consumer protection in Cameroon;
8. Law No.2021/024 of 16 December 2021 to lay down the organization and promotion of the book sector in Cameroon;
9. Law No.2018/011 of 11 July 2018 to lay down the Cameroon Code of Transparency and Good Governance in public finance management;
10. Decree No.2001/048 of 23 February 2001 on the establishment and functioning of the Public Contracts Regulatory Agency and its subsequent modification instruments;
11. Decree No.2011/408 of 9 December 2011 to organise the Government, as amended and supplemented by Decree No. 2018/190 of 2 March 2018;
12. Decree No.2012/075 of 8 March 2012 to organise the Ministry of Public Contracts in its provisions not contrary to the Public Contracts Code;
13. Decree No.2018/366 of 20 June 2018 to institute the Public Contracts Code;
14. Decree No. 2017/11738/CAB/PM of 23 November 2017 organising the National Council for the Approval of Textbooks and Teaching Aids;
15. the General Administrative Clauses (GACs) applicable to public supply contracts, put into force by Order No.033/CAB/PM of 13 February 2007;
16. the standards in force;
17. the circular *[To be indicated if necessary]* on the instructions relating to the implementation, monitoring and control of the execution of the budgets of the State, Public Administrative Establishments, Regional and Local Authorities and other subsidised bodies for the fiscal year *[To be indicated if necessary]*.
18. Other instruments specific to the field concerned by the contract.

**Article 8: Communication**

Any communications under this contract shall be in writing and notifications shall be made to the following addresses

If the contracting partner is the addressee: Mrs/Mr: [To be specified] ............... ...

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

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

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

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

Beyond the 15-day period specified in the GACs to make known to the Project Owner or the Delegated Project Owner and the Contract Manager their address, correspondence shall be validly sent to the Council of: [To be specified, this must be within the geographical area of the project].

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

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

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

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

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

With a copy sent within the same timeframe 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 related services to be carried out under this contract comprise: (Description of the main headings or sub-sets 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 details of the supply, followed by the words "or equivalent"].*

**Article 10: Delivery or execution place and deadline**

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

10.2. The delivery or execution period for the services covered by this contract is: \_\_\_\_[to be specified (for each tranche as the case may be )]Months, *(in figures and in words) For conditional tranche contracts, the period for each tranche, which runs from the date of notification of the administrative order to begin work on the tranche considered*

10.3 This period runs from the date of notification of the administrative order to begin services *[or from the date specified in the administrative order – to be specify].*

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

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

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

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

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

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

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

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

**Article12: Administrative orders**

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

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

12.2. The Administrative Orders having incidence on the amount and/or on the contract timeframe, shall be signed by the Project Owner or the Delegated Project Owner under the following conditions:

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

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

1. The prior endorsement of the Paying Authority may be possibly required before signature of those having incidence on the amount.
2. In any case, any modification on the technical specifications or Special technical clauses shall be the subject of a preliminary study on the contract scope, cost and timeframe.
	1. The Administrative Orders of a technical nature linked to the normal progress of services shall be signed directly by the Contract Manager and notified to the Contracting Partner by the Contract Engineer or the Contract Manager (as the case may be) with copy to the Ministry in charge of Public Contracts, the Body in charge of the Regulation of public contracts.
	2. The administrative orders serving as formal notice shall be signed by the Project Owner or the Delegated Project Owner and notified to the Contracting Partner by the Contract Manager with copy to the Ministry in charge of Public Contracts, the Body in charge of the Regulation of public contracts, the Contract Engineer and the Project Manager as the case may be.

12.5The administrative orders for the 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 by the Contract Manager to the Contracting Partner with copy to the Ministry in charge of Public Contracts, the Body in charge of the Regulation of public contracts, the Contract Engineer and the Project Manager as the case may be, and to the Paying Body. [*To be adapted according to the type of supply*].

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

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

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

12.9 The contract may include conditional tranches whose execution is subject to the possible release of the denunciation clause and the notification to the Contracting partner, by administrative order, of the Project Owner’s decision to continue the execution of the said tranches. If this administrative order has not been notified to the Contracting partner within the required deadline defined in Article 13 of this contract, the Project Owner and the Contracting partner are, at the expiry of this deadline, freed from this obligation for this conditional tranche.

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

**Article13: Conditional tranche contracts**

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

At the end of a tranche, the Project Owner or the Delegated Project Owner shall accept the services for the tranche in question and shall issue a certificate of proper execution to the Service Provider. This acceptance shall condition the start of the next conditional tranche*.*

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

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

**Article 14: Supplier's equipment and personnel**

**14.1. Personnel**

The contracting partner is bound to use the personnel proposed in the tender to carry out ancillary services, if applicable.

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

Any modification, even partial made on the proposals of technical offer shall take place only after the written authorisation of the Project Owner or Delegated Project Owner or Contract Manager. In case of modification, the Contracting Partner shall have him replaced by a staff with at least the same skills (qualifications and experience) or by an equipment with a similar performance and in good functioning condition.

In any case, the lists of the supervisory staff to be used shall first of all be subject to the written approval of the Contract Manager or Engineer if applicable, in the days x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(to be specified) that follow the notification of the administrative order to commence services. Beyond this deadline, the lists shall be considered as approved.

The Project Manager or the Engineer if applicable, shall have X\_\_\_\_\_\_\_\_\_days (to be specified) to notify in writing his opinion to the Contract Manager. The Project Owner shall reserve the possibility to refuse his approval to a person proposed by the Contracting Partner whose qualification may be insufficient.

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

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

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

After written approval of the Project Owner or Delegated Project Owner, the Contract Manager may urge the Contracting Partner to withdraw somebody part of the staff, by giving the reasons of his request, the Contracting Partner shall make sure that the said person leaves the site within ten days and shall no longer have any link with the work within the framework of the contract. If the Project Owner requests the replacement of a team member for gross misconduct duly ascertained or for incompetence, the replacement shall be done at the costs of the contracting partner within at most fifteen (15) days. and that he no longer has any connection with the service under the Contract. In this case, the replacement shall be done in accordance with the provisions of Paragraph 18.2 above

**14.4 The Supplier’s representative**

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

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

**14.5. Labour legislation**

The contracting partner shall comply with all labour legislation in force in Cameroon, including the legislation on recruitment, health, social protection, labour intensive approach (HIMO), the proportion of local human resources to be mobilised

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

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

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

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

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

**14.6. Equipment proposed in the offer**

The Contracting Partner shall use the appropriate equipment proposed in the offer for the proper execution of the services according to standards.

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

**Article 15: Roles and responsibilities of the service provider**

15.1 The Contracting Partner’s duty is to ensure the execution of the supply of the goods under the control of the Project Manager (to be specified as the case may be) and fulfil his obligations diligently, efficiently and economically, as described in the technical specifications or technical clauses, under the supervision of the Engineer and this, in compliance with this contract, the rules and standards in force in Cameroon and techniques and practices generally accepted in the area of the activity concerned by the contract. He shall carry out (where necessary), trials and analyses, determine, select, purchase and supply all the tools, materials and equipment necessary for the execution of services. He shall recruit the useful personnel specialised or not.

15.2. The Contracting Partner is responsible towards the Project Owner or the Delegated Project Owner of the quality of materials and supplies used, their perfect suitability with the construction site needs, the proper execution of works, services and interventions done by the authorised subcontractors. He shall comply with the legislation in force in Cameroon with regard to the environment. He shall carry out all the works specified in the Special Technical Conditions (STC) and the instruments and directives mentioned in the said document. He shall have as obligation to produce a worksite plate in accordance with the regulations in force and post internal rules of the company taking into account environmental and social problems.

15.3. Throughout the duration of the contract, the contracting partner shall not undertake to carry out directly or indirectly, professional or contractual activities likely to compromise his independence with regard to the missions he is assigned.

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

**Conflict of interest shall mean any** situation wherein the contract holder may derive direct or indirect benefits from a contract concluded by the Project Owner under which he is consulted and or any situation in which he has enough personal or financial 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 to professional secrecy vis-à-vis third parties, on information, documents collected or disclosed to him under the execution of the contract.

In this regard, documents prepared by the contracting partner during the execution of the contract shall be published or communicated only with the written Project Owner’s approval.

When submitting the final report, the contracting partner shall be bound to give back all the documents borrowed to the Project Owner

15.6 The contracting partner as well as his associates or subcontractors shall, through the duration of the contract, and after its end during [six (6) months], abstain from supplying goods, or executing services meant for the Project Owner stemming from the services having a close link with them (except the execution of services or continuation).

The contracting partner shall bear the professional charges and cover all health and accident risks within the framework of his mission.

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

For foreign companies and failure to reside, the Contracting partner shall maintain in the Republic of Cameroon through the execution period of the contract, a permanent representative duly authorised.

**Article 16: Patent right**

The supplier or the contracting partner shall guarantee the Project Owner or the *Delegated Project Owner* against any third party claim relating to the counterfeiting or unauthorised use of a patent, trademark or industrial design rights resulting from the services or the use of the supplies or their components.

**Article 17: Transportation, insurance and third-party insurance**

**17.1. Packaging for transportation**

The contracting partnershall take all necessary measures so that the supplies proposed are protected by an appropriate and suitable packaging for maritime, air, rail or road transport. The contracting partner shall make all diligence to repair all the damages that may eventually occur during transportation up to the place of delivery.

**17.2. Insurances**

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

The following insurances shall be provided, in the amounts, excesses and subject to the other conditions stipulated in the Technical Specifications: [at the discretion of the Project Owner regarding the nature and scope of the contract services].

1. **Construction site comprehensive insurance or of assembling operations:**  covering the loss or damage caused on facilities on the site, occurring before the completion of Installations, with a guarantee extension covering the contracting partner’s liability for loss or damages occurring during the guarantee period, as long as the contracting partner will remain on the site to fulfil his obligations during the guarantee period.
2. **Third party insurance toward third parties:** covering risks for physical injury caused to the third parties or risks of third party’s death (including the Project Owner personnel), risks of loss or damages caused on goods, occurring in connection with the supply or the mounting of installations, where applicable;
3. ***Other insurances [****to be adapted as the case may be]:* All other insurances that may be specifically agreed between the parties to the contract are presented, as listed in the annex mentioned above. 

In any case, the policy shall cover all the physical injury, material and immaterial caused to third parties or to the structures as from the following day of the subscription to the final acceptance of services.

 If the Contracting partner abstains from contracting and/or keeping the insurances referred to above, the Project Owner may take out these insurances and keep them in force, and deduct from time to time any amount due to the contracting partner under the contract, any premium that the Project Owner would have paid to the insurer, or collecting otherwise the amount of the premium thus paid, shall be considered as if it was a debt due by the contracting partner.

The contracting partner shall make sure that his subcontractor(s) take out or keep in force, as far as possible, appropriate insurance policies covering their staff, vehicles and the services they executed under the contract, unless these subcontractors are covered by insurance policies contracted by the contracting partner.

**Article 18: Testing and ancillary services**

The contracting partner is required to have his own testing workshops for carrying out all the tests for identifying and putting into operation the supplies defined in the CST. The said tests in these workshops are carried out by the contracting partner’s personnel and using its equipment.

*The tests and ancillary services concern [specify any special provisions as the case may be, in particular on]*:

1. *the implementation operation;*
2. *the technical documentation to be supplied;*
3. *staff training].*

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

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

1. *A duly authorised permanent representative;*
2. *Repair workshops, where appropriate;* 
3. *Qualified personnel capable of carrying out all repairs necessary for the equipment and accessories supplied by them to function properly;*
4. *Sufficient stocks of spare parts and consumables.*

**Chapter III: Acceptance of services**

Article 20 Documents to be supplied before technical acceptance

At least ten (10) days before provisional acceptance, the contracting partner must send the following documents to the Project Owner or the delegated Project Owner [Specify specific provisions if applicable]:

1. Copy of the invoice describing the supplies, showing quantities, price and total amount;
2. Notification of delivery or delivery slip;
3. Warranty certificate from the manufacturer or approved supplier;
4. Certificate of origin where applicable;
5. Copy final bond.
6. Copy of insurance, if applicable;

**Article 21: Provisional acceptance**

**21.1 Pre-acceptance operations *[Insert if applicable]*.**

*Before provisional acceptance, the contracting partner shall send a written request to the Project Owner* *or the Delegated Project Owner, with a copy to the Engineer, to organise a technical inspection prior to 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, shops or places where the contracting partner's services are carried out, test workshops of State public structures, or on the Project Owner's sites or at the Delegated Project Owner's).*

*These operations shall be the subject of a report drawn up on the spot and signed by the Project Manager, if applicable, the En**gineer 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 Approval 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 be subject to a reduction. The Contracting partner shall be notified of the rejection of the service by registered mail or by simple letter against receipt if it has not signed the report 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 shall examine the minutes of the pre-acceptance operations and, if necessary, provisionally accept the services.

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

At the end of the acceptance visit, all the participants sign 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, for indication purpose:**

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

*Observer: The MINMAP representative;*

*Guest: The Contracting partner;*

The members of the acceptance committee are convened to attend at least ten (10) days before the acceptance date. The Contracting or the Service Provider is invited to the acceptance exercise by mail at least ten (10) days before the date of acceptance. 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 contracting partner may, if the nature of the services or force majeure so requires, request partial acceptance. In this case, the committee responsible for partial acceptance shall be the same as the one responsible for provisional acceptance. A 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 deserve 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 Contracting partner 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 Contracting partner 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 Contracting partner.

 In the event of rejection, the Contracting partner is obliged to reimburse the advances and deposits already received.

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

Within thirty days following the date of provisional acceptance of all the services, the Contracting partner shall submit the following documents to the Project Manager, if applicable, or to the Contract Engineer:

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

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

**Article 23: Contractual guarantee**

**23.1 Guarantee deadline**

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 Duties during the guarantee period**

During the guarantee period, the Contracting must, at his own expense, maintain the equipment in working order, i.e. within ten (10) days of being notified of the breakdown by the Administration and at the place of use, restore the equipment to working order 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 repairs or restoration, 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 [thirty (30) 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.

**CHAPTER IV: FINANCIAL CLAUSES**

**Article 25: Contract amount**

The amount of this contract, as shown in the detailed estimate, is the price fixed in the letter of tender as it appears from [detail or rough estimate] attached. This amount is (in figures) (in words) CFA francs inclusive of all taxes, that is:

* Amount excluding EVAT: \_\_\_\_\_\_\_\_ (\_\_\_\_) CFA francs;
* Amount of VAT: \_\_\_\_\_\_\_\_ (\_\_\_) CFA francs
* Amount of AIR: \_\_\_\_ (\_\_\_) CFA francs
* Amount of TSR, if applicable: ------------- (\_\_\_) CFA francs [only applicable to contracts awarded to contractors whose head office is based abroad];
* Net to be paid = Net amount deducted of all taxes and duties: \_\_\_ (\_\_\_) CFA francs.

**Article 26: Guarantees or sureties**

The Contracting Partner shall provide the guarantees described below issued by financial bodies 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 under the form indicated below:

***26.1****.* ***Final bond***

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

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

1. The guarantee shall be expressed in the currency (ies) of the Contract, or in a freely convertible currency satisfying the Project Owner or the Delegated Project Owner and shall respect one of the models provided in the Tender File [surety form a banking establishment, certified cheque, bank cheque, legal mortgage].
2. The substitution methods of the bond are provided for in Article 140 of the Public Contracts Code.
3. The final bond shall be refunded consecutively by the Project Owner or the Delegated Project Owner within one month following the date of the provisional acceptance of the services, after a release order issued by the Project Owner or the Delegated Project Owner after a request from the Contracting partner.
4. Small and Medium-size Enterprises with national share capital and managed by nationals, as well as civil society organizations may, in lieu of security, provide a certified cheque, bank cheque, a legal mortgage or a bond issued by a banking institution or financial institution authorized in accordance with the instruments in force.

***26.2. The performance bond in replacement of the retention bond***

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

The refund of the retention bond or the performance bond shall be done within thirty (30) calendar days from the date of the final acceptance of services after a release order issued by the Project Owner after the expiry of the guarantee period.

Upon expiry of the 30 calendar days timeframe, the sureties cease to have effect; the competent body shall be bound to refund those bonds or release the retention bond or the performance bond at the simple request of the Administration’s Contracting Partner, unless the Project Owner or the Delegated Project Owner has duly notified the Contracting Partner that he has not fulfilled all his obligations.

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

***26.3. Start-off advance or supply 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 returning the guarantee].*

The procedures for returning the deposit are set out in Article 159 of the Public Contracts Code.

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

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

The Project Owner shall pay the sums due by bank transfer in the name of the contracting partner in the following way: *[The bank domiciliation must be the same as that of the final guarantee].*

a) For payments in CFA francs, that is. (net amount to be paid in figures and words), by credit to account No.\_\_\_\_\_\_\_\_\_ opened in the name of the contracting partner at bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Article 28: Price variations**

28.1. Prices are fixed or revisable [choose one of the two options to be specified in accordance with the Code].

 Advance payments made to the contracting partner are not subject to revision.

28.2. Price updating modalities (if applicable)

The modalities for updating prices are those laid down 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 are revisable [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 shall be updatable 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 or shall not grant] a start-off advance [equal to % of the contract amount all taxes inclusive] [the value may not exceed forty (40%) percent of the initial contract price all taxes inclusive] guaranteed at one hundred per cent (100%) by a Cameroonian banking establishment or first-rate approved financial body 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 any justification.

31.3. The start-off advance reimbursement shall be done by deduction of a percentage [To be specified] from the amounts owed to the contract holder during the execution of the contract in accordance with the contract terms and conditions. Such refund shall start under the contract on each detailed account of invoice as soon as the total amount of supplies reaches or exceeds forty (40%) percent of the contract amount. The payment of the start-off advance shall take place after the required guarantees have been put in place, in accordance with the provisions of the Public Contracts Code

31. 4. Where the contract does not provide for payment on account and is subject of a single payment, the start-off advance shall be deducted once from the single payment.

31.4 As the advance payments are gradually reimbursed, the Project Owner or the Delegated Project Owner shall give a release order for the corresponding part of the bond, upon written request by the Administration’s Contracting Partner.

31.5. The Administration’s Contracting Partner shall exclusively use the start-off advance to purchase the material, equipment, materials and the mobilisation expenditures especially required for the contract execution.

**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 deduction of the guarantee and reimbursement of the advance granted. Provisional detailed accounts 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 contracting partner. 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 excluding VAT of the payment on account to be made to the administration's contracting partner shall be paid as follows:*

* *EVAT . - AIR or TSR] paid directly to the administration's contracting partner’s account;*
* *VAT at the current rate;*
* *AIR or TSR] paid to the Treasury as the AIR or TSR due by the 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 Quantities and Estimates and the technical specifications.*

*The Project Manager, if applicabl**e 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) to proceed with the 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 payment of interim payments is ninety (90) days from the date of receipt of the detailed accounts or invoices sent by the Contract Manager.*

**33.2. Final Detailed Account**

*[Indicate the timeframe within which the Administration’s Contracting Partner shall forward the draft to the Project Manager or the Engineer, after the date of the provisional acceptance of services (maximum 1 month)]*

After completion of services and within a maximum timeframe of *[*to be specified*] days after the date of provisional acceptance, the Contracting Partner shall draw up, from the statements jointly established, the draft final detailed account of services effectively executed which summarises the total amounts of the sums to which he may be entitled as a result of the full execution of the contract.*

This draft final detailed account, once rectified by the Project Manager or the Contract Engineer and accepted by the Contract Manager becomes the final. It shall be used to draw up the payment on account for the balance of the contract, established under the same conditions as those defined for the preparation of the monthly detailed accounts.

*[Indicate the time-limit within which the Contract Manager shall notify the corrected and validated draft to the Project Manager or Engineer(maximum 1 month)]*

The Administration’s Contracting Partner must, within at most one month following the date of this notification, send back the final detailed account with his signature, with or without reservations, or make known the reasons why he refuses to sign it.

*In the case where the Contracting Partner signs with reservations or does not sign the final detailed account, the reasons of this refusal or these reservations must be given by the Contracting Partner in a report of all the claims for which he is asking for payment, including the necessary justifications and forwarded to the Project Manager or the Engineer within the same time-limit as above, under pain of foreclosure.*

*The settlement of disputes then takes place according to the provisions of the Public Contracts Code in force and the General Administrative Conditions (GAC) applicable.*

**33.3. General and Final Detailed Account**

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

At the end of the guarantee period that gives rise to the final acceptance of services, the Contract Manager shall draw up the general and final detailed account of the contract that shall be jointly signed by the Contracting Partner and the Project Owner or the Delegated Project Owner. This detailed account shall include: 

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

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

*[Indicate the time limit within which the Contracting Partner shall send back the signed general and final detailed account (maximum 1 month)]*

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

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

**Article 33: Interest on overdue payments**

The possible interests on overdue payments shall be paid after by statement of sums due and calculated in accordance with the provisions of Article 166 and 167 of Decree No.2018/366 of 20 June 2018 to institute the Public Contracts Code and using the formula below:

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

 M = Amount, inclusive of taxes, owed to the holder;

 N = Number of calendar days of delay;

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

**Article 34: Penalties**

1. **Penalties for delay**

**34**.1 In case of overrun of the contractual period attributable to the contract holder, he shall be liable to a delay penalty the amount of which shall be fixed as follows:

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

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

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

1. **Special penalties**

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

* Late submission of final bond (amount and modalities to be defined);
* Late submission of insurances (amount and modalities to be defined);
* Others to be specified by the Project Owner.

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

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

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

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

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

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

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

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

**Article 36: Tax and customs regime**

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

The taxes applicable to this contract notably include:

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

These elements should be included in the costs which the contracting partner imputes on his running costs and constitute one of the elements of the sub-detail of prices exclusive of taxes.

All taxes inclusive prices (ATI) mean VAT included.

Except otherwise stipulated in the contract, the contractor shall bear and pay the dues, taxes, duties and charges that are of his responsibility as well as of his subcontractors.

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

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

**Chapter V: Miscellaneous provisions**

**Article 38: Termination of the contract**

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

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

* 1. Delay in the execution of services leading to penalties beyond 10% of the amount of services;
	2. Refusal to repeat services non-compliant;
	3. Adjournment or prolonged stoppage decided by the Project Owner or the Delegated Project Owner;
	4. Persistent non-payment for the services;
	5. Reason of general interest.
	6. The contract may equally be terminated under the conditions laid down in the GAC, notably in one of the following cases:

a. In case of force majeure and after obtaining the opinion of the Authority in charge of Public Contracts in the absence of Administration’s Contracting Partner responsibility without prejudice to damages the latter may claim;

b. Persistent non-payment of the services;

c. Reason of general interest.

**Article 39: Case of force majeure**

Under this contract, case of “force majeure” refers to [ Specify the GAC provisions and some special situations, as the case may be] 

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

In case where the Contracting Partner may invoke the case of force majeure resulting from weather conditions, the thresholds below which no claim shall be admitted are the following:

* *Rain: 200 millimetre in 24 hours;*
* *Wind: 40 metres per second;*
* *Floods: the flood of decennial frequency.*

### Article 40: Disputes and litigation

The disputes and ligations resulting from the execution of this contract, may be settled amicably.

Where the dispute cannot be settled amicably, the matter shall be brought before the competent Cameroon jurisdiction, subject to the following provisions: *[To be filled where need be]*

### Article 41: Editing and disseminating this contract

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

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

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

 **Document No. 5
 Technical Specifications (TS)**

**Note on the preparation of the description of the supply or the consistency of ancillary services.**

*[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].*

In order to able bidders 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 include reservations or special conditions in the offers, a clear and precise set of Technical Specifications is required. In the case of International Invitation to tender, the specifications and plans, if any, 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 on this condition that the objectives of economy, efficiency and fairness be achieved in the award of contracts, compliance of bids ensured and subsequent bid evaluation facilitated. The Technical Specification Clauses shall require that all supplies and services needed 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.

2. In principle, most of the Technical Specifications are chosen and defined by the Project Owner or the Delegated Project Owner in accordance with the supplies provided for in the Contract in question. There is therefore no standard model of technical specifications applicable in all cases, whatever the sector considered, but there are well-established principles and practices, and these documents reflect them. The Project Owner or Delegated Project Owner must ensure that the specifications are not limited to particular brands or standards. In specifying the criteria to be met by the supplies and services covered by the Contract, internationally recognised criteria should be used wherever possible. If other particular criteria are used, the specifications should make it clear that types of ancillary supplies and services meeting other generally accepted criteria and providing a level of quality equal to or better than that covered by the criteria mentioned will also be acceptable.

The purpose of the description of the supplies and services 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 are specified in the GRIT and defined in international trade terms, in this case the DAP Incoterm (delivery on site);

This description includes the following sections:

* Technical specifications and consistency of ancillary services;
* The list of supplies and their delivery schedule;
* The list of ancillary services and their execution schedule;
* Plans, sketches, drawings, etc.;
* The schedule for inspections and acceptance tests, if applicable.

This list of items obviously depends on the scope of the supply and the consistency of the related services. In the case of small-scale projects, the list of supplies and the scope of ancillary services, the delivery schedule and the technical specifications may be sufficient to define the service 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 it is admissible to envisage options that could prove 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 operation, 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.

**A. TECHNICAL SPECIFICATIONS**

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 TSs 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. TSs 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 TSs.
4. The use of the metric system is strongly recommended.
5. Standardization of TSs can have advantages, and depends on the complexity of the Supplies and the repetitive nature of the contract award under consideration. STs 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 in terms 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. Technical Specifications Clauses (TSC) 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 ancillary services required to ensure proper delivery / execution;
11. Detailed activities to be carried out by the bidder, and any involvement of the Project Owner or the Delegated Project Owner in these activities;
12. List of operation guarantees (details) covered by the Guarantee and details concerning damages applicable in the event of failure to comply with these operation guarantees.
13. The TSs specify the main technical and operating characteristics required, as well as other requirements, such as maximum or minimum guaranteed values, as the case may be. If necessary, the Project Owner or the Delegated Project Owner includes an ad hoc form (attachment to the Tender Letter) in which the bidder provides detailed information on the acceptable or guaranteed values of the operating characteristics.

When the Project Owner or the Delegated Project Owner requires the bidder to provide some or all of the TSs, technical documents or other technical information in his bid, the Project Owner or the Delegated Project Owner must specify the nature and amount of information required and how it is to be presented in the bid.

*[If a summary of the TSs is to be provided, the Project Owner or the Delegated 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:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Names of supplies or ancillary services** | **Technical Specifications** | **Applicable standards** |
| *[Insert the number of the supply]* | *[Insert supply name]****Text book/Equipment/Teaching aid No.1*** | *[Insert the TS and standards]****Major technical Specifications*** *[compulsory characteristics]**Characteristic No.1**Characteristic No.2****Minor Technical Specifications*** *[compulsory characteristics]**Characteristic No.1**Characteristic No.2* |  |

Detailed technical specifications and standards, if necessary.

**B- List of supplies and delivery calendar**

*[The Project Owner or the Delegated Project Owner shall fill this table except for the column “delivery deadline proposed by the bidder” which shall be filled by the bidder. The list of articles must be identical to that which appears in the price schedule]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description of supplies** | **Unit** | **Quantity (Number of units)** | **Site (depending on Incoterms, if necessary) or final destination as indicated i****n the Invitation to tender** | **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 tender notice]* | *[Insert deadline]* | *[Insert deadline]* | *[Insert deadline by the bidder]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**B- List of supplies and delivery calendar**

**C- List of ancillary services and delivery calendar**

|  |  |
| --- | --- |
|  | *[This table is filled by the Project Owner or the Delegated Project Owner. The date of realisation of services must be realistic and coherent with the delivery dates (according to Incoterms)]* |
| **Article No. Service** | **Description of Service** | **Unit of measurement** | **Quantity12[[11]](#footnote-11)** | **Site or place where services shall be executed**  | **Final deadline of delivery for the execution of the services**  |
| *[Insert number of services* | *[Insert description of the service]* | *[unit of measurement]* | *[Insert quantity of service to be furnished]* | *[place of execution of service]* | *[Insert date]* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**D- Plans, Sketches, Drawings, etc.**13**[[12]](#footnote-12)**

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.**

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

1. **Inspections and Trials**

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

***NB:*** *On delivery, the contractor shall provide:*

* + *The various supplies in the required number and quality;*
	+ *Documentation relating to each item of equipment in soft and hard copy;*
	+ *Any licences;*
	+ *User guides;*
	+ *Technical commissioning sheets;*
	+ *Documentation relating to the installation of the various equipment in soft and hard copy.*

 **Document No. 6** **Schedule of unit price and all-in prices framework**

**Note on the preparation of the price schedule framework**

*[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 Framework and Delivery calendar 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 39 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 General Regulations according to the Incoterms rules (DAP) ON-SITE DELIVERY;
2. 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 related services provided by the Project Owner or the Delegated Project Owner].*

* + - 1. **Imported Supplies Unit Prices Schedule**14 **[[13]](#footnote-13)**

|  |  |  |  |
| --- | --- | --- | --- |
| Bids follwing: | DAP Incoterm | Date: | *\_\_\_\_\_ [insert the date (day, month, year) of submission of bids]* |
| Currency of the bid : | \_\_\_\_\_ *[in compliance with article 14 of the GRIT]* | IT No.: | \_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_ *[insert the references 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 |
| Article No. | Description of the supplies | Country of origin | Delivery deadline depending on DAP Incotem  | Quantity (Unit numbers) | DAP unit price in figure \_\_\_in compliance with article 13.2b) (i) of GRIT | DAP price in words  | Overall price(col 5x6) |
| *[insert article’s number. ]* | *[Insert supply’s identification]* | *[insert country of origin]* | *[insert proposed delivery date]* | *[insert quantity and unit of measurement identification]* | *[insert DAP unit price per item]* | *[insert DAP price per item]* | *[insert overall price per item]* |
|  |  | *Overall price* | *[insert the overall price]* |

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

* + - 1. **Local Supplies Unit Price Schedule**15 **[[14]](#footnote-14)**

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

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

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

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

* + - 1. **Schedule of unit prices and ancillary services execution planning**

|  |  |
| --- | --- |
| Currency of tender in accordance with Article 14 of the GRIT | Date : \_\_\_\_\_\_ *[insert date (day, month, year) of submission of tender]*IT No.: \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_ [*insert tender reference*]Variant No. : [*insert the identification number if this tender is proposed as a variant*] |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Article | Description of Services (excluding overland transport and other services required in Cameroon to bring the supplies to their final destination)  | Country of origin | Date of execution and final destination | Quantity (number of unit) | Unit price  | Overall price per item(Col. 5\*6) |
| *[inser article number]* | *[insert service identification]* | *[insert country of origin]* | *[insert date of execution offered]* | *[insert quantity and unit identification]* | *[insert unit price per item]* | *[insert overall price per item]* |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Overall price  | *[insert overall price]* |
| Name of Bidder *[insert name of Bidder]* Signature *[insert signature]* Date *[insert date]*. |

**Document No. 7****Detailed Quantity and estimates framework**

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

*[This note on the preparation of the detailed quantity and cost estimate framework is provided to the Project Owner or the delegated Project Owner for information purposes only. It shall not be included in the final documents].*

**Objectives**

The detailed quantity and cost estimateaim at providing sufficient information about the nature and volume of the services to be carried out, so that bids can be prepared correctly and accurately.

To achieve these objectives, the detailed quantity and cost estimate schedule shall list the services with sufficient detail to distinguish between different supplies of the same nature or of a different nature carried out or delivered in different places, or between any other conditions likely to give rise to variations in costs. Once these requirements have been met, the framework and content of the detailed quantity and cost estimate schedule shall be as simple and concise as possible.

**Detailed quantity and cost estimate**

The detailed quantity and cost estimate shall generally comprise the following headings:

* 1. The units according to the metric system used;
	2. The quantities of supplies to be delivered and/or ancillary services to be executed per category;
	3. Unit prices in accordance with the price schedule;
	4. The sub-total cost per category;
	5. The overall cost VAT exclusive;
	6. VAT equal to \_\_\_\_% of the amount VAT exclusive;
	7. The AIR (Income Tax Advance/deposit) and/or TSR (Special Income Tax) shall amount to \_\_\_ % of the amount VAT exclusive;
	8. The overall inclusive of all taxes.

**Detailed quantity and cost estimate framework**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Unit** | **Qty** | **UP** | **OP** |
| 1. **Supplies**
 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| 1. **Ancillary Services (installation, users training, etc.)**
 |
|  |  |  |  |  |  |
| **Overall EVAT** |  |
| **VAT** |  |
| **AIR/TSR** |  |
| **Overall ATI** |  |
| **Net to be paid** |  |

Close this bill of quantities and estimates at the sum of (ATI): \_\_\_\_\_\_\_\_\_\_\_\_ (in words) **CFAF**

Bidder’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert bidder’s name]*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert signature]*,

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert date]*

**Document No. 8:****Sub-detail unit price framework**

**Imported supplies Sub-detail unit Price framework (SDPU)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Purchase Cost****EXW****(1)** | **(International and national) Transport** **+****insurance** | **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]*

**LOCAL SUPPLIES UNIT PRICE SUB-DETAIL FRAMEWORK**

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

Name of bidder *[insert name of bidder]*

Signature *[insert signature]*,

Date *[insert date]*

**Document No. 9:**

**Model contract**

|  |  |  |
| --- | --- | --- |
| REPUBLIQUE DU CAMEROUNPaix–Travail–Patrie*[Indiquer le Maître d’Ouvrage]* |  | REPUBLIC OF CAMEROONPeace-Work-Fatherland*[Indicate Project Owner]* |

**CONTRACT or JOBBING ORDER No.\_\_\_\_\_\_\_\_/C or JO/PO or DPO/TB/CCCB-AG/20\_\_**



Awarded after invitation to tender\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (opened national / restricted, opened international / restricted) No.\_\_\_\_\_/IT\_\_ (ON, RN, OI or RI) /PO **or DPO**/TB/CCCB-AG/20\_\_ of \_\_\_\_\_

**Project Owner or Delegated Project Owner:** \_\_\_\_\_\_ *[indicate his full address]*

**CONTRACT HOLDER:** \_\_\_\_\_\_\_\_ *[indicate the holder’s full address]*

B.O. Box:\_\_\_\_\_ ; Tel \_\_\_\_\_\_\_\_\_ ; Fax : \_\_\_\_\_\_\_\_\_\_ ; Email : \_\_\_\_\_\_\_\_\_\_\_\_\_\_

. Trade Register. No: \_\_\_\_\_\_\_\_\_\_ No. Taxpayer ‘s(UIN):\_\_\_\_\_\_\_ ; RIB : \_\_\_\_\_\_\_\_

**CONTRACT SUBJECT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[indicate the full subject of the supply]*

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

**DELIVERY DEADLINE:** \_\_\_\_\_\_\_\_\_\_ *[To be filled, weeks, months or years]*

**AMOUNT IN CFA Francs:**

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

**FINANCING:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Indicate source of financing]*

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

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

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

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

REGISTERED ON

**Between**:

The Republic of Cameroon, represented by (indicate Project Owner) \_\_\_\_\_\_\_\_ (Position)

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

**On the one hand**,

And the company or **The Supplier \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Trade Register No: \_\_\_\_\_\_\_\_\_\_ Taxpayer No(UIN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Indicate the name of the Supplier or service provider, his full address and the name and capacity of the authorised signatory],*

Represented by Mr/Mrs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Managing Director or his representative, named

hereinafter referred to as “the Supplier or service provider”.

**On the other hand**,

Have 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 No. \_\_\_ and last of the contract or jobbing order No.\_\_\_\_\_\_\_\_/C or JO/PO or PO/TB/CCCB-AG/20\_\_

Awarded through invitation to tender *[specify references of invitation to tender]*

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

For the supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

**Amount of contract**: *[To be stated in CFA Francs, tax inclusive, in figures and in words]*

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

|  |
| --- |
| **Read and accepted by the supplier****City, date** |
| **Contracting Authority, *Project Owner or Delegated Project Owner*****City, date** |
| **Registration** |

**Document No. 10:****Model documents to be used by bidders *[to be inserted]***

**Note on the models documents to be used**

The bidder shall fill and present in his bid, the model bid in conformity with the provisions contained in the Tender File.

He shall furnish a bid bond using the model presented in this document. The draft contract shall include all the corrections and modifications done on the bid retained resulting from corrections of errors, in accordance with article 30.2 of the General Regulations of the invitation to tender, price updating in application, where need be, of article 11.4 of the General Regulations of the invitation to tender because of the duration of the evaluation of bids, the choice of an alternative bid, acceptance of variations judged acceptable or any other mutually acceptable modification allowed by the Tender File, such as a change of the key personnel, sub-contractor, execution schedule of services, etc.

Model final bonds and start-off advance bond shall not be filled during the preparation of bids. Only the successful bidder shall be invited to furnish the final bond and the start-off advance bond in conformity with the model presented in this document. Any failure by the Contractor to fulfil his obligations under this contract shall constitute a cause for seizure of the final bond provided that such breach has been established by the Project Manager / Delegated Project Owner. Once this guarantee, is requested, the guarantor shall execute without any room for complaint.

**MODEL TABLE**

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**APPENDIX No. 1: MODEL TENDER LETTER**

I, the undersigned\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[indicate the name and capacity of signatory]* Representing the company or group of enterprises8 \_\_\_\_\_\_\_\_\_\_\_\_with head office at\_\_\_\_\_\_\_\_\_\_\_\_\_ registered in the trade register of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under number No\_\_\_\_\_\_\_\_\_

Having taken cognisance of all the documents featuring or mentioned in the Tender File including the addendum (addenda): No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[recall the subject of the invitation to tender]*

Undertake and commit myself to execute the services in accordance with the Tender File, in return for the prices which I myself established on the basis of the price and quantities schedules, which prices reveal the amount of the tender for lot No. \_\_\_\_\_\_\_\_ at *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[in figures and words]* CFA francs exclusive of VAT and at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CFA francs Inclusive of all Taxes. *[In figures and words]*.

* I pledge to execute the services within a deadline of ……………months.
* I pledge to maintain my bid within the deadline of …………… *[indicate duration of validity, in principle 90 days]* from the deadline of submission of bids.
* I fully adhere to the Integrity Charter and the Environmental and Social Commitment Statement attached to this Tender File.

Rebates and the modalities for the application of the said rebates shall be the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Signature of:

Name of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly authorised to sign the bids on behalf of (9) \_\_\_\_\_\_\_\_\_\_

(8) Delete as appropriate

(9) Attach the power of attorney

**APPENDIX No. 2: MODEL BID BOND**

Financial institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 service provider \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter referred to as ‘the bidder’, has submitted his offer on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for *[recall the subject of the invitation to tender],* hereinafter referred to as ‘the offer’, and for which he shall attach a provisional bond equivalent to [indicate the amount] CFA francs,

We \_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of the bank],* represented by \_\_\_\_\_\_\_\_\_\_\_\_ *[names of signatories],* hereinafter referred to as ‘the bank’, declare that we guarantee payment to the Project Owner or Delegated Project Owner of the maximum sum of *[indicate amount]* CFA francs, which the bank undertakes to pay in full to the Project Owner or Delegated Project Owner, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder withdraws his bid during the validity period provided 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 Owner during the validity period:

* fails or refuses to sign the contract when required to do so;
* fails or refuses to furnish the final bond for the contract as provided for in the said contract.

We pledge to pay the Project Owner or Delegated Project Owner an amount up to the maximum of the sum stipulated above, upon reception of his first written request, without the Project Owner or Delegated Project Owner having to justify his request, it being understood, however, that in his request, the Project Owner or Delegated Project Owner shall note that the amount he is claiming is due because one or other of the above conditions, or both, have been met, and that he shall specify which condition(s) has/have been met.

This bond enters into force on the deadline set by the Project Owner or the Delegated Project Owner for the submission of bids. It shall remain valid until the thirtieth day inclusive following the end of the bid validity period. Any request by the Project Owner or the delegated Project Owner to cause it to effect shall reach the bank by registered mail with an acknowledgement of receipt before the end of this validity period.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroonian law. Cameroon jurisdiction, only, shall be competent to rule on this commitment and its consequences.

*Signed and authenticated by the bank*

*at \_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_.*

*[Bank’s signature]*

***[NB: This bond shall be hand-endorsed by bank]***

**APPENDIX No. 3: MODEL FINAL BOND**

Financial institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bond reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of the supplier or service provider]*, hereinafter referred to as ‘the Supplier or service provider’, has undertaken, in execution of the contract referred to as ‘the contract’, to carry out *[indicate the nature of the supplies and ancillary services]*;

Whereas it is stated in the contract that the Supplier shall entrust the Project Owner or the Delegated Project Owner with a final bond, in an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding tranche of the contract, as a 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 bond.

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_ *[names of signatories]*,

Hereinafter referred to as ‘financial institution’, commit ourselves to pay the Project Owner or the Delegated Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Supplier or the 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 words]*.

We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the supplies.

After this date, the bond shall be baseless and shall be returned to us without the express request on our part

Any request for payment made by the Project Owner or the Delegated Project Owner by virtue of this guarantee shall be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation, 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 institution*

 *at \_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_*

 *[Bank’s signature]*

**APPENDIX No. 4: MODEL OF START-OFF ADVANCE BOND**

Financial institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bond reference: No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addressed *[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 Owneror Delegated Project Owner”

We, the undersigned (financial institution, address), hereby declare to guarantee, on behalf of: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [the contractor]*, for the benefit of

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

The payment, without contest and upon receipt of the first written request from the beneficiary, declaring that \_\_\_\_\_\_\_\_\_\_\_\_ [the contractor] has not fulfilled his obligations, relating to the repayment of the start-off advance under the terms of the contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_ relating to supplies and ancillary services *[indicate the subject and references of the invitation to tender and the lot, if applicable]*, of the maximum total sum corresponding to the advance of forty per cent (*40%)* of the amount inclusive of all taxes of contract No. \_\_\_\_\_\_\_\_\_, payable on notification of the corresponding administrative order, that is. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of\_\_\_\_\_\_\_\_\_\_\_\_ [the contractor] opened in the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ bank under No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This bond shall remain in force until the reimbursement of the advance in accordance with the procedure set in the SAC. However, the amount of the bond shall be proportionally reduced on the progressive reimbursement of the advance

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

*Signed and authenticated by the financial institution*

*At \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

*[financial institution’s signature]*

**APPENDIX No. 5: MODEL OF PERFORMANCE BOND (TO REPLACE THE RETENTION BOND)**

Financial institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bond reference: No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Whereas \_\_\_\_\_\_\_\_\_\_ name and address of the supplier or service provider], hereinafter referred to as ‘the Supplier’, pledged, 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 of guarantee fixed at *[percentage less than 10% to be specified]* of the amount inclusive of all taxes of the contract may be replaced by a joint guarantee,

Whereas we have agreed to give the Supplier with this guarantee,

We, \_\_\_\_\_\_\_\_\_\_\_\_ *address of financial institution]*, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ names of signatories], and hereinafter referred to as the ‘financial institution’,

Therefore, we hereby affirm that, on behalf of the Supplier or service provider, we guarantee and are responsible for the Project Owner or Delegated Project Owner, for a maximum amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[in figures and words]*, corresponding to *[percentage less than 10% to be specified]* of the contract amount(10).

And we pledge to pay the Project Owner or the Delegated Project Owner, within a maximum period of eight (8) weeks, on simple written request from the latter declaring that the Supplier has not fulfilled his contractual commitments or that he is owing the Project Owner or the Delegated Project Owner within the meaning of the contract, amended, where applicable, by its additional clauses, without being able to defer payment or raise any dispute for whatever reason, any sum(s) within the limits of the amount equal to *[percentage less than 10% to be specified]* of the cumulative amount of the services featuring in the final detailed account, without the Project Owner or the Delegated Project Owner having to prove or give the reasons for the motive for 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 of any obligation under this Guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall enter into force upon signature. It shall be released within thirty (30) days from the date of final acceptance of the works, and on release issued by the Project Owner or to the Delegated Project Owner.

Any request for payment made by the Project Owner or the Delegated Project Ownerby virtue of this bond shall be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the financial institution

at \_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_

[Signature of the Financial Institution]

 *(10) Where the guarantee is issued once at the commencement of the works and covers the entire guarantee, i.e. 10% of the contract*

**APPENDIX No. 6: MODEL OF MANUFACTURER’S CERTIFICATE (OR DISTRIBUTOR APPROVED BY THE MANUFACTURER)**

*[The Bidder requires the Manufacturer or the distributor approved by the manufacturer to prepare this letter in accordance with the indications below. This letter shall be on the letterhead of the Manufacturer or manufacturer's authorized distributor and shall be signed by a person duly authorized to sign documents binding on the Manufacturer or manufacturer's authorized distributor. The Bidder shall include this letter in his tender, if required in the SRIT].*

Date [insert date (day, month, year) of bid submission] IT No. \_\_\_ of \_\_\_\_ : [insert tender reference] Variant No.: [insert identification number if this tender is offered as a variant].

To: [insert full name of the Project Owner or the Delegated Project Owner’s position].

I, the undersigned (name and full address of the manufacturer or distributor approved by the manufacturer).........

Hereby certify that the company (name and full address) is authorised to market our products (or, where applicable) is approved.

We confirm all our guarantees and shall be liable towards the supplies offered.

 Signature

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

day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX No. 7: DELIVERY SCHEDULE FRAMEWORK**

Note on the presentation of plannings

Quantities, daily outputs, the duration of the services and any slowdowns or interruptions must be clearly shown on the schedules.

The financial planning that follows from the services planning must indicate, month by month, the estimated amounts of the services invoiced by item and cumulatively, taking into account the impact of the rainy seasons, for the basic solution and possibly the alternative solution.

*[The schedule 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)* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**APPENDIX No. 8: SAMPLE LIST OF THE PERSONNEL TO BE MOBILISED FOR ANCILLARY SERVICES**

1. Technical/management personnel

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

1. Support staff (head office and local)

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

**APPENDIX No. 9: MODEL FORM FOR SERVICES THAT MAY BE SUBCONTRACTED**

|  |  |  |
| --- | --- | --- |
| **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*]* |
|  |  |  |
|  |  |  |
|  |  |  |

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

[Place, date]

To: [Name and address of Project Owner

Dear Sir/Madam

We, the undersigned, [title 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 title of signatory:

Name of candidate: Address:

**APPENDIX No. 11: MODEL CURRICULUM VITAE (CV) OF PROPOSED SPECIALIST STAFF**

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

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

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

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**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 science 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

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

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

**APPENDIX No. 12: DECLARATION OF INTENTION TO TENDER**

To be attached to the

I, the undersigned

Nationality:

Domicile:

Position:

By virtue of my powers as Managing Director, having taken cognisance of the National Tender File No. *[indicate the nature of the service].*

Hereby declare my intention to tender for this invitation to tender.

 Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on

Signature, name and stamp of the bidder

**Document No. 11:**

**Integrity charter**

**Note on the integrity charter**

The bidder shall fill and present in his tender the integrity charter addressed to the Project Owner and signed by the person or persons authorised to commit it. In the case of a consortium, the charter shall be signed by all its members.

**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 manages or works for a private sector entity, in any capacity, any undue advantage of any kind, for itself or for another person or entity, so that it performs or refrains from performing an act in violation of its legal contractual or professional obligations.

5.5) We have not promised, offered or granted, and we shall not promise, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Note relating to the commitment statement to comply with social and environmental clauses**

The bidder must fill and present in his tender the commitment statement to comply with social and environmental clauses addressed to the Project Owner and signed by the person or persons authorised to commit it. In the case of a consortium, the charter must be signed by all its members.

**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:** **Visa of maturity or
 proof of preliminary studies**

**Note on preliminary studies**

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner shall, before launching a contract award procedure or submitting a file 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 form below accompanied by reasons of the said studies.

**Maturity endorsement or Justification 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 smaller projects, an introductory statement may be

 presented in the form of preliminary studies on condition of revealing the

 determination of costs and technical specifications).

***N.B****: 1/ For smaller services, the Project Owner or Delegated Project Owner may furnish a justification of calculation of quantities of the Tender File.*

*2/ 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**

**- BANKS**

1. AFRILAND FIRST BANK, P.O.Box 11834;
2. BANQUE ATLANTIQUE CAMEROUN, P.O.Box 2933 Douala;
3. BANQUE GABONAISE POUR LE FINANCEMENT INTERNATIONAL (BGFI BANK), P.O.Box 600 Douala ;
4. BANQUE INTERNATIONALE DU CAMEROUN POUR L’EPARGNE ET LE CREDIT, P.O.Box 1925 Douala ; 
5. CIT BANK Cameroun (CITI Group), P.O.Box 4571 Douala;
6. COMMERCIAL BANK OF CAMEROON, P.O.Box 4004 Douala ;
7. ECOBANK CAMEROUN, BP 582 Douala ;
8. NATIONAL FINANCIAL CREDIT BANK, P.O.Box 6578 Yaoundé
9. SOCIETE COMMERCIALE DE BANQUE AU CAMEROUN, P.O.Box 300 Douala ;
10. SOCIETE GENERALE DES BANQUES AU CAMEROUN, P.O.Box 4042 Douala
11. STANDARD CHARTERED BANK CAMEROON, P.O.Box 1784 ;
12. UNION BANK OF CAMEROON, P.O.Box 15669 Douala ;

13. UNITED BANK FOR AFRICA., P.O.Box 2088 Douala ;

1. BANQUE CAMEROUNAISE DES PETITES ET MOYENNES ENTREPRISES (BC-PME), (CAMEROON BANK OF SMALL AND MEDIUM SIZED ENTERPRISES) P.O.Box. 12962 YAOUNDE;
2. BANK OF AFRICA CAMEROUN (BOA Cameroun), P.O.Box. 4593 Douala.

**II- Insurance companies**

1. CHANAS ASSURANCES SA., P.O.Box 109 Douala ;
2. ACTIVA ASSURANCES, P.O.Box 12970 Douala ;
3. ATLANTIQUE ASSURANCES S.A., P.O.Box. 2933 Douala ;
4. ZENITH INSURANCE S.A., P.O.Box 1540 Douala ;
5. PRO-ASSUR S.A, P.O.Box 5963 Douala ;
6. AREA ASSURANCES S.A, P.O.Box 1531 Douala ;
7. BENEFICIAL GENERAL INSURANCE S.A., P.O.Box 2328 Douala ;
8. CPA S.A., P.O.Box. 54 Douala;
9. NSIA ASSURANCES S.A., P.O.Box. 2759 Douala;
10. SAAR S.A., P.O.Box 1011 Douala;
11. SAHAM ASSURANCES S.A., P.O.Box. 11315 Douala.

***NB : Since this list changes, the Project Owner or Delegated Project Owner shall make sure, when preparing the Tender File (TF) that it is the most recent 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 BIDDING PROCEDURE**

To submit a tender online, the service provider must follow the four steps below:

Step 1: Company registration on the COLEPS platform

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “*Bidders Registration*” tab and carefully fill the application form;
* Print the filled application form generated by the system;
* Have the application form signed by the Head of Structure and stamped with the company stamp;
* Submit the duly filled and formalised form to MINMAP together with the following documents:
	1. Photocopy of an Attestation of Non-Bankruptcy (less than 3 months old);
	2. Photocopy of the Trade Register;
	3. Photocopy of the Bank Account Details (RIB);
	4. Photocopy of the Certificate of Tax Compliance (less than 3 months old).

Step 2: Acquiring the Electronic Certificate

* Collect the Certificate Request form available at MINMAP or download it from the ANTIC website at <http://www.camgovca.cm> under the heading “*Requesting Certificates (Company)” section;*
* Fill the form and submit it to MINMAP together with the following documents:
	1. Receipt for payment of the Electronic Certificate acquisition fees of an amount of 50,000 CFAF to be paid into the ANTIC account with SCB Cameroon under number 10002 00031 12493593150 94;
	2. A Photocopy of the certificate applicant’s National Identity Card.
* Register with the MINMAP operator and obtain the certificate application receipt;
* Connect to the address <http://www.camgovca.cm/fr/operations-certicats.html> and download the Electronic Certificate onto a removable medium (blank) using the information (reference number and authorisation code) contained in the receipt.

(Remember to carefully keep the password for connections to COLEPS).

Step 3: Registering the Electronic Certificate on COLEPS

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “*Bidders Registration” tab*, then the “*New Registration / Additional Certificate*” section. identify the company using the trade register number, then add the Certificate after filling in the form carefully.

**Technical assistance**

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

1. This document is not required in the case of an open invitation to tender [↑](#footnote-ref-1)
2. To be specified by the Project Owner [↑](#footnote-ref-2)
3. SIGAMP [↑](#footnote-ref-3)
4. Order fixing the amount of the bid bond [↑](#footnote-ref-4)
5. Maximum of one hour after the deadline for submission of tenders [↑](#footnote-ref-5)
6. 61 Order to set TF purchase fees [↑](#footnote-ref-6)
7. *72. For complex projects, in particular those that have been subject to a pre-qualification procedure, bids are opened in two phases.* [↑](#footnote-ref-7)
8. Arrêté fixant les frais d’achat du DAO [↑](#footnote-ref-8)
9. *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-9)
10. *Ces critères ont pour objet d’apprécier la conformité aux conditions fixées dans le Dossier d’Appel d’Offres, des pièces administratives, de l’offre technique et de la proposition financière en vue de l’attribution du marché*  [↑](#footnote-ref-10)
11. 12  If applicable [↑](#footnote-ref-11)
12. 13  If applicable [↑](#footnote-ref-12)
13. 14 b This BPU shall be used for imported supplies [↑](#footnote-ref-13)
14. 15 This BPU shall be used for local, and not imported, supplies [↑](#footnote-ref-14)