PEACE – WORK - FATHERLAND

REPUBLIC OF CAMEROON

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

 *[Insert name]*

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

|  |
| --- |
| *[Open] [National or International]* **Tender File** No… **/**  */****PO or DPO/*** *(Type of Tenders Board (ITB or RTB or DTB or STB)*  *[Financial year]* ***of*** *[Signing date of the tender notice]*  ***For*** *[Subject of the Invitation to tender]*  ***For the signing of a Purchase Order Framework Agreement for*** *[Subject of the Invitation to tender]* |

**FINANCING: ………………………**

**BUDGET HEAD: ………………………**

**FINANCIAL YEAR (s)…….**

**MODEL TENDER FILE**

**FOR THE AWARD OF PURCHASE ORDERS FRAMEWORK AGREEMENTS FOR MAINTENANCE AND RENOVATION WORKS**

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

**Table OF ACRONYMS**

ARMP: Public Contracts Regulatory Agency

BPU: Unit Price Schedule

DQE: Cost Estimates and Quantities

MINMAP: Ministry of Public Contracts

PO/DPO: Project Owner / Delegated Project Owner

SDUP: Sub-Detail of Unit Price

ITB: Internal Tenders Board

CCCB: Central Contracts Control Board

STB: Special Tenders Board

DTB: Divisional Tenders Board

MTF: Model Tender File

TF: Tender File

PrEface

*This model tender file has been prepared by the Public Contracts Regulatory Agency (ARMP) and made enforceable by the Authority in charge of Public Contracts, for Project Owners and Delegated Project Owners for* ***the award of purchase orders Framework Agreements for maintenance and renovation works*** *through invitation to tender.*

*It includes:*

**PART A: Frameworks Agreements Award Procedure**

Document No. 1: Tender Notice (TN) drafted in English and French.

Document No. 2: General Regulations Governing Invitations to Tender (RGAO) that contain model non-modifiable conditions 

Document No. 3: Special Regulations Governing Invitations to Tender (RPAO) that contain provisions of document No. 2 that are to be supplemented or specified in the framework of the concerned invitation to tender.

Document No. 4: Price Schedule Framework (detailed list of tasks to be executed and calculated by bidders)

Document No. 5: Detailed Quantity and Cost Estimate Schedule (common basis for bids evaluation and comparison)

Document No. 6: Schedule of Sub-Details of Prices

Document No. 7: *Model of Forms of Documents to be Used by the Bidder*

* Appendix No. 1 : *Model of Declaration of Intention to Tender*
* Appendix No. 2 : Model of Bidding Letter
* Appendix No. 3: Model of Bid Bond
* Appendix No. 4: Model bid bond of the technical proposal
* Appendix No. 5: Model of List of Staff to be Mobilised
* Appendix No. 6: Model of Planning Framework
* Appendix No. 7: Model of CV of Staff to be Mobilised
* Appendix No. 8: Model of Form of Services that May Be Subcontracted
* Appendix No. 9 : Model of candidate’s reference form
* Appendix No. 10: Description of the methodology and work plan
* Appendix No. 11: Model form of material presentation
* Appendix No. 12: Model of Declaration Statement to Comply with Social and Environmental Clauses

Document No. 8: Integrity Charter Form

Document No. 9: Form of Declaration Statement to Comply with Social and Environmental Clauses

Document No. 10: Visa of Maturity or any Proof of Preliminary Studies

Document No. 11: List of banking Institutions and financial Bodies Authorised to Issue Bonds for Public Contracts

Document No. 12: Online Bidding Procedure

**PART B: Execution Procedure of the Framework Agreement**

Document No. 13: Model of Framework Agreement

Document No. 14: Special Administrative Clauses (SAC)

Document No. 15: Special Technical Clauses (STC) on the technical specifications for Works to be executed

Document No. 16: Models of Forms of Documents to be used by Parties to the Framework Agreement

* Appendix No. 13: Model of Final Bond
* Appendix No. 14: Model of Start-Up Advance Bond
* Appendix No. 15: Model of Performance Bond
* Appendix No. 16: Model of Purchase Order

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

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

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

*Users of this document must comply with the following general instructions:*

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

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

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

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

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PART A: Framework Agreement Award Procedure

DOCUMENT No. 1: TENDER NOTICE (TN)

**Note on the tender notice**

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

The information contained therein should be in conformity with the rest of the Tender File and especially with the information in the Special Conditions of the invitation to tender.

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

L’Avis d’Appel d’Offres, rédigé en français et en anglais, fournit les renseignements dont les soumissionnaires potentiels ont besoin pour décider d’acquérir le Dossier d’Appel d’Offres(DAO) ou le consulter, en vue de présenter une offre éventuellement. Outre les informations essentielles contenues dans le Dossier d’Appel d’Offres, il doit indiquer tout critère important utilisé pour la qualification des candidats.

Les renseignements qu’il contient doivent concorder avec ceux du reste du Dossier d’Appel d’Offres et, en particulier avec ceux qui figurent dans le Règlement Particulier de l'Appel d'Offres.

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

*[Type: ONIT, OIIT] [Project Owner or Delegated Project Owner] / [Type of Tenders Board: IT B or R T B or D T B or S T B/ [Financial year]* ***of*** *[Date of signing of the Invitation to Tender]* ***for*** *the signing a purchase order framework agreement to [Subject of the Invitation to Tender]*

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

Within the framework of *[context to be specified]*, *the Project Owner or Delegated Project Owner* hereby launches an Open Invitation to Tender for the conclusion of *a purchase order framework agreement relating to [Subject of the invitation to tender]*.

1. **Nature of the Framework Agreement**

The planned purchase order Framework Agreement shall be signed with *[a holder per lot]* [*to be specified*][[1]](#footnote-1).

1. **Duration of execution of the framework agreement**

The duration of the execution of the framework agreement shall be … [*to be specified* taking into account that the duration of the framework agreement cannot exceed 3 years*]*. The estimated date for the commencement of execution shall be [*to be specified*].

1. **Scope of works**

The works subject of this framework agreement shall notably include *(succinct description of the works to be executed*).

1. **Deadline for the mobilisation of the enterprise to execute the order**

The maximum deadline for the mobilisation of the enterprise provided for by the Project Owner or Delegated Project Owner to commence the execution of the works, within the framework of this call for tenders following an order shall be *[Specify the estimated deadline per lot if applicable]* calendar months. This deadline shall run from the date of notification of the Administrative Order to commence the execution of the services in the order.

1. **Allotment**

The works shall be sub-divided into lots defined as follows [*to be specified*] :

1. **Estimated cost**

The minimum and /or maximum estimated cost of the operation [to be specified] after prior studies shall be …………… [*in the event of allotment, state the estimated minimum or maximum cost for each lot]*

1. **Participation and origin**

Participation in this invitation to tender is open to *[specify the type of service providers concerned where necessary]*.

1. **Financing**

Works subject of this invitation to tender shall be financed by *……................….. [Source of financing]* of the *……...........................…..* financial year (s) on budget head No. *……................…..*

1. **Bidding method**

The bidding method selected for this consultation shall be [*State one of the following three bidding methods: online, offline, online or offline*].

However, where the two possibilities are offered, a bidder shall not use both the online method and offline method**.**

1. **Bid bond**

Bids must be accompanied by a hand-endorsed bid bond established by a banking institution or financial body authorised by the Minister in charge of Finance and whose list is in document 11 of the Tender File whose amount is [*state the all-in amount in CFA F for each lot where necessary; it shall be not more than 2% of the estimated cost all taxes (IT) of the contract in accordan**ce with the Order in force*] and valid up to 30 (thirty) days beyond the initial bids validity date. The absence of the bid bond issued by a first-rate bank or financial body of first category authorised by the Minister in charge of Finance to issue bonds for public contracts and hand-endorsed, shall lead to the immediate rejection of the offer. A bid bond produced but having no connection with the consultation concerned is considered absent. A bid bond submitted by a bidder during the bid opening session is inadmissible.

1. **Consultation of Tender File**

The hard copy of the tender file may be consulted free of charge in the Project Owner and Delegated Project Owner’s offices during working hours at [Tender File consultation place (office (Internal Structures for the Administrative Management of Public Contracts-SIGAMP), door number, P.O. Box, telephone, fax, e-mail)] as soon as this notice is published.

It can equally be consulted **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 [(www.armp.cm)](http://www.armp.cm/) or on any other electronic means of communication indicated by the Project Owner (to be specified).

1. **Acquisition of the Tender File**

The hard copy of the tender file may be obtained at *[Tender File place of collection (SIGAMP office), room number, P.O. Box, telephone, fax, e-mail)]*as soon as this notice is published, against presentation of a payment receipt or any other proof (provided for by the Project Owner) of payment of a non-refundable sum of CFA F *…….............................…..*  *[In figures and in words in accordance with the regulations in force],], payable at [Place of payment of Tender File purchase fees into the Public Treasury for government departments, and into the ARMP Special Appropriation Account (CAS-ARMP) for other Project Owner, unless otherwise stipulated].*

**It is equally possible to obtain the soft copy o****f the file through free download at the above-mentioned addresses. However, the submission of the hard copy or soft copy shall be subject to the payment of the Tender File purchase fees.**

1. **Submission of bids**

*Each offer shall be drafted in English or French*

*- If the submission is done offline, each bid drafted in English or French in 7 (seven) copies* including 1 (one) original and 6 (six) copies marked as such, should reach *[Place of bids registration]*, not later than *[Closing date to receive bids] at [Closing time] and* should be labelled:

*Open National or International “****Invitation to Tender*** *No. ……………../[Type : ONIT, OIIT,] [/Project Owner or Delegated Project Owner /relevant TB/CCCB-AG if applicable*

*[Financial year] Of [Date of signature of the Tender Notice]*

*For [the conclusion of the Framework Agreement relating to [Subject of the invitation to tender ]*

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

- If the submission is done electronically, the bid should be forwarded by the bidder on the COLEPS platform or any other means of electronic communication indicated by the Project Owner not later than [*closing date to receive tenders] at [Closing time]*. A backup copy of the bid registered on USB key or CD/DVD should be forwarded in a sealed envelope with the clear and legible indication “backup copy”, in addition to the above label, within the allocated deadline.

**N.B**: File size and format

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

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

The following formats are accepted:

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

The applicant shall use compression software to possibly reduce the size of the files to be transmitted according to the sizes indicated above.

1. **Admissibility of bids**

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

The Project Owner shall not accept:

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

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

1. **Opening of bids**

Bids shall be opened in a single phase and shall take place on\_\_\_\_\_\_ [*to be specified*] at\_\_\_\_\_\_\_\_ [*to be specified*] a.m/p.m. by the Project Owner or Delegated Project Owner’s Tenders Board in \_\_\_\_\_\_ room [*to be specified*] located at\_\_\_\_\_\_ [*to be specified*]

Only bidders shall attend this bid opening session or be represented by one person only of their choice duly authorized even in the event of joint venture.

**Under pain of rejection, administrative file documents must be produced in originals or certified true copies by the issuing service or relevant administrative authority, in accordance with the Special Regulations of the Invitation to Tender. They must be validated as of the original closing date for the submission of bids.**

In the event of absence or non-compliance of an administrative file document during the opening of bids, after a deadline extension of forty-eight hours granted by the Tenders Board to the bidder concerned, the file shall be rejected.

*[Bids shall be opened not later than one hour after the closing time to receive bids set in the Tender File].*

1. **Evaluation criteria**

*[There shall be two types of evaluation criteria: eliminatory criteria and essential criteria[[2]](#footnote-2).A criterion shall not be both eliminatory and essential].*

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



**17.1 Eliminatory criteria**

*[Eliminatory criteria lay down the minimum conditions to be met in order to be accepted for evaluation according to essential criteria. They shall not earn marks. The non-compliance of these criteria shall result in the rejection of the tenderer’s bid.]*

They include especially:

* absence of the bid bond at the opening of bids;
* failure to produce an administrative file document deemed non-compliant or absent, beyond the 48-hour deadline extension after the opening of bids;
* false declarations, fraudulent schemes or forged documents;
* non-compliance with X essential criteria (X referring to the threshold for the qualification of technical bids);
* *absence of the sworn statement of non-abandonment of projects over the last three years;*
* *non-compliance with the format of the bids file;*
* *absence of a quantified unit price in the financial bid;*
* absence of a prospectus accompanied by the manufacturer’s specifications sheets, where necessary;
* absence of the manufacturer’s approval or authorisation, where applicable.
* absence of personally-owned minimum equipment (to be specified by the Project Owner)
* absence of dated and signed integrity charter;
* absence of dated and signed declaration statement to comply with environmental and social clauses;
* absence of categorisation certificate, if applicable;

NB: Depending on the specificity of the service, other pertinent criteria could be added during the preparation of Tender Files.

**17.2. Essential criteria**

*[The so-called essential criteria are those that are primordial or key in order to assess the technical and financial capacity of candidates to execute the services, subject of the invitation to tender. These criteria must be determined according to the type and scope of the services to be executed.*

*It is worth formally specifying the modalities for the validation of a criterion from the number of sub criteria respected.]*

The essential criteria for the qualification of bidders shall include for example:

* presentation of the bid;
* bidder’s references;
* after-sales service (availability of spare parts, repairs workshop, technical personnel), where necessary;
* financial capacity (access to a credit line or other financial resources, turnover, certificate of financial solvency).
* Staff qualification and experience ;
* logistic resources
* methodology

*NB: - [State the main qualification criteria which show that the bidder has the required technical capacities and resources to successfully complete the execution of the framework agreement. These criteria shall be detailed in Article 29 of the Special Regulations of the Invitation to Tender]*

- *[The system of grading bids by giving points is prohibited in favour of the binary method (yes or no)].*

**18. Award**

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

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

**19. Maximum number of lots**

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

[In case a bidder would be the lowest bidder for more than \_ lots, the Project Owner or Delegated Project Owner shall award him the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lots in accordance with the conditions provided for in the Special Regulations of the Invitation to Tender].

**20. Duration of the validity of bids**

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

**21. Period of validity of the Framework-Agreement**

The Framework-Agreement shall be valid up to the provisional and possibly final acceptance of the works, resulting from the execution of the last purchase order concluded within the normal period of the duration of the execution of the Framework-Agreement.

No purchase order shall be concluded after the duration of the execution of the Framework-Agreement.

**22. Further information**

Additional information may be obtained during working hours at *[office (SIGAMP), room number, P.O. Box, telephone, 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/) or any other means of electronic communication stated by the Project Owner.

**23. Fight against corruption and malpractices**

For any denunciation of corruption practices, incidents or acts, kindly call CONAC on the number 1517, the Authority in charge of Public Contracts (MINMAP) (SMS or call) on the numbers: (+237) 673 20 57 25 and 699 37 07 48, ARMP on the number ……………….. or the PO/DPO on the number ………………………………….

**24. Technical support**

For technical assistance in the event of a problem using the platform, please call (+237) 222 238 155 / 222 235 669 or write to .[dsi@minmap.cm](mailto:dsi@minmap.cm)

*[Place and Date of signature (7)]*

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

***Copies :***

* **Authority in charge of Public Contracts (MINMAP)** –
* **ARMP**
* **Project Owner or DPO concerned, where applicable;**
* **Chairperson of the Tenders Board concerned**
* **Chairpersons of CCCBs, where applicable;**
* **Posting file**

**Avis d’Appel d’Offres**

*[National ou International Ouvert] N°…..../ [Type : AONO, AOIO] [Maître d’Ouvrage ou Maître d’Ouvrage Délégué] / [Type de commission : CIPM ou CRPM ou CDPM ou CSPM]/ [Exercice budgétaire]* **du** *[Date de signature de l’Avis d’Appel d’Offres]* **pour*****la conclusion d’un Accord-cadre à bons de commandes relatif à*** *[Objet de l’Appel d’Offres]*

1. Objet de l'Appel d'Offres

Dans le cadre de *[contexte à préciser]*, *le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué* lance un Appel d’Offres ouvert *pour* la conclusion d’un *Accord-cadre à bons de commandes relatif* à *[Objet de l’appel d’offres]*.

1. Nature de l’Accord-cadre

L’Accord-cadre à bons de commandes envisagé sera passé avec *[*un titulaire par lot*]]* [à préciser][[3]](#footnote-3).

1. Durée d’exécution de l’Accord-cadre

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

1. Consistance des travaux

Les travaux objet du présent Accord-Cadre comprennent: *(description succincte des travaux à exécuter).*

1. Délai de mobilisation de l’entreprise pour l’exécution de la commande

Le délai maximum de mobilisation de l’entreprise prévu par le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué pour entamer la réalisation des travaux, dans le cadre du présent appel d’offres à la suite d’une commande est de *[Indiquer le délai prévisionnel par lot le cas échéant]* mois calendaire. Ce délai court à compter de la date de notification de l’ordre de service de commencer les prestations de la commande.

1. Allotissement

Les travaux sont subdivisés en lots ci-après définis [*à préciser*] :

1. Coût prévisionnel

Le coût prévisionnel minimal et/ou maximal de l’opération [à préciser] à l’issue des études préalables est de …………… [*En cas d’allotissement indiquer le coût prévisionnel minimal ou maximal pour chaque lot]*

1. Participation et origine

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

1. Financement

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

1. Mode de soumission

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

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

1. Cautionnement de soumission

Chaque soumissionnaire doit joindre à ses pièces administratives un cautionnement de soumission , acquitté à la main, établi par un établissement bancaire ou organisme financier habilité par le Ministre chargé des finances et dont la liste figure dans la pièce 11 du DAO dont le montant s’élève à [*indiquer le montant forfaitaire en FCFA pour chaque lot le cas échéant ; il est au plus égal à 2% du coût prévisionnel toutes taxes comprises (TTC) du marché conformément à l’arrêté en vigueur*] et valable jusqu'à trente (30) jours au-delà de la date initiale de validité des offres. L’absence de la caution de soumission délivrée par une banque de premier ordre ou un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics et acquitté à la main, entraînera le rejet pur et simple de l'offre. Une caution de soumission produite mais n'ayant aucun rapport avec la consultation concernée est considérée comme absente. La caution de soumission présentée par un soumissionnaire au cours de la séance d’ouverture des plis est irrecevable.

1. Consultation du Dossier d'Appel d'Offres

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

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

1. Acquisition du Dossier d'Appel d'Offres

La version physique du dossier peut être obtenu au *[Lieu de retrait du DAO (service (SIGAMP), numéro de porte, BP, téléphone, fax, e-mail)]* dès publication du présent avis, contre présentation d’une quittance de versement ou toute autre preuve (prévue par le Maître d’Ouvrage) de versement d’une somme non remboursable de *…….............................….* Francs CFA *[En chiffres et en lettres conformément à la règlementation en vigueur],],* payable à *[Lieu de paiement des frais d’achat du DAO au Trésor Public pour les Administrations publiques et dans le Compte spécial CAS- ARMP pour les autres Maîtres d’Ouvrage, sauf dérogation expresse].*

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

1. Remise des offres

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

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

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

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

*[Exercice budgétaire] du [Date de signature de l’Avis d’Appel d’Offres]*

*Pour la conclusion d’un Accord-cadre relatif à[Objet de l’Appel d’Offres]*

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

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

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

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

* + 5 Mo pour le dossier 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 conformément aux tailles sus-indiquées.]

1. Recevabilité des offres

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

Seront irrecevables par le Maître d’Ouvrage :

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

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

1. Ouverture des plis

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

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

**Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou l’autorité administrative compétente~~,~~ conformément aux dispositions du Règlement Particulier de l’Appel d’Offres. Elles doivent être valides à la date limite originelle de dépôt des 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 de non-conformité d’une pièce du dossier administratif lors de l’ouverture des plis, après un délai de 48 heure accordé par la Commission, l'offre sera rejetée.

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

1. Critères d’évaluation

*[Les critères d’évaluation sont de deux types : les critères éliminatoires et les critères essentiels[[4]](#footnote-4).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]*

#### 17.1 Critères éliminatoires

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

Il s'agit notamment :

* de l’absence du cautionnement de soumission à l’ouverture des plis;
* de la non -production au-delà du délai de 48 h après l’ouverture des plis, d’une pièce du dossier administratif jugée non conforme ou absente ;
* des fausses déclarations, manœuvres frauduleuses ou des pièces falsifiées ;
* du non-respect de X critères essentiels (X renvoyant au seuil de qualification des offres techniques) ;
* *de l’absence de la déclaration sur l’honneur de non abandon des chantiers au cours des trois dernières années ;*
* *du non-respect du format de fichier des offres ;*
* *de l’absence d’un prix unitaire quantifié dans l’Offre financière ;*
* de l’absence de prospectus accompagné des fiches techniques du fabricant, le cas échéant ;
* de l’absence de l’agrément ou de l’autorisation du fabricant, le cas échéant.
* de l’absence de possession en propre d’un matériel minimum (à préciser par le maître d’Ouvrage)
* de l’absence de la charte d’intégrité datée et signée ;
* de l’absence de la déclaration d’engagement au respect des clauses environnementales et sociales datée et signée ;
* de l’absence L’attestation de catégorisation, le cas échéant ;

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

#### 17.2. Critères essentiels

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

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

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

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

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

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

1. Attribution

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

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

1. Nombre maximum de lots :

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

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

1. Durée de validité des offres

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

1. Période de validité de l’Accord-cadre

L’Accord-Cadre reste valable jusqu’à la réception provisoire et éventuellement définitive des travaux, issus de l’exécution du dernier bon de commande conclu dans la période règlementaire de la durée d’exécution de l’Accord-Cadre.

Aucun bon de commande ne peut être conclu après la durée d’exécution de l’Accord-Cadre.

1. Renseignements complémentaires

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

1. Lutte contre la corruption et les mauvaises pratiques

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

**23. Assistance technique**

Pour obtenir une assistance technique, en cas de survenance d’un problème lié à l’utilisation de la plateforme bien vouloir appeler aux numéros (+237) 222 238 155 / 222 235 669 ou écrire à l’adresse email [dsi@minmap.cm](mailto:dsi@minmap.cm).

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

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

***Copies :***

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

DOCUMENT nO. 2:

GENERAL REGULATIONS GOVERNING INVITATIONS TO TENDER (RGAO)

**Note on the General Regulations Governing Invitations to Tender**

The purpose of document No. 2 is to provide bidders with the information they need to draft offers in compliance with the conditions laid down by the regulation in force. It also provides information on the submission of bids, the opening of tenders, the evaluation of bids and the award of the contract.

This document includes model articles that shall not be modified.

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**General Regulations Governing Invitations to Tender**

1. GENERALITIES

Article 1 : Subject of consultation

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

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

1.2. The bidder retained or the successful bidder shall complete works within the provisional time limit indicated in the RPAO and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to commence works.

1.3. In this Tender File, the term **‘day’** stands for a working day, except calendar days expressly specified in the Public Contracts Code.

Article 2: Financing

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

Article 3: Ethical Principles

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

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

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

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

* 1. Whoever offers, gives, solicits or accepts any form of advantage in order to influence the action of a public employee during the award or execution of a framework agreement shall be guilty of “corruption”;
  2. Whoever deforms or distorts facts in order to influence the award or execution of a framework agreement shall be indulging in “fraudulent schemes”;
  3. Two or more bidders who connive to artificially keep bid prices at a level not commensurate with those which would result from competition shall be guilty of “collusive practices”;
  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”;

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

vii. Complicity means:

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

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

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

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

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

Article 4: Candidates allowed to compete

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

1. A bidder (including all members of a group of enterprises and all subcontractors to the bidder) must be from an eligible country, in accordance with the Financing Agreement, if applicable;
2. A bidder (including all members of a group of enterprises and all subcontractors to the bidder) must not be in a situation of conflict of interest or all tenders in which he/she participates will be disqualified. A bidder may be deemed to have a conflict of interest under the following conditions:
   * 1. is associated or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the design, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender;
     2. is, in the context of the same tender, the legal representative of another bidder;
     3. participates in more than one tender in 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 member of a group of enterprises. A supplier may be listed as a subcontractor in several tenders, but only as a subcontractor.
     4. is affiliated with a group or entity that the Project Owner or Delegated Project Owner has recruited or is about to recruit to participate in the audit;
     5. the Project Owner or Delegated Project Owner participates in the capital of the bidder in such a way as to compromise the transparency of public contracts award procedures;
3. A public law corporate body if it demonstrates that it is (i) legally and financially autonomous (ii) managed according to the rules of private accounting and (iii) not under the supervisory authority of the Project Owner or Delegated Project Owner, unless expressly authorised by the Authority in charge of Public Contracts.
4. Civil society organisations and public establishments, provided that the prices proposed are competitive, that is, they have been determined (i) 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, in the determination of this price, from advantages arising from the resources allocated to them by virtue of their public service missions.

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

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

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

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

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

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

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

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

Article 6: Documents establishing the bidder’s qualification

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

1. submit a power of attorney making the signatory of the bid to commit the bidder;
2. Provide documents enabling to establish the qualification of the bidder according to the list provided for in Article 13 of the RGAO and including, especially, all the information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested from bidders in the RPAO.
3. Information relating to the following points shall be requested, if need be:
4. the production of an extract of balance sheets showing the turnover and the results;
5. access to a credit line or availability of other financial resources;
6. the executed contracts;
7. List of key personnel ;
8. Availability of indispensable materials ;
9. The grading certificate for service providers of the building and public works sector, where applicable.

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

1. The offer must include for each of the enterprises, all the information listed in article 6.1 above. Special Regulations Governing Invitations to Tender (RPAO) shall specify the information to be provided by the group and the information to be provided by each member of the group ;
2. The offer and the framework agreement must be signed in a way that is binding on all members of the group;
3. The nature of the group (joint or several as required in the Special Regulations Governing Invitations to Tender) must be specified and justified, with the production of a copy of the joint venture agreement in due form;;
4. The member of the group designated as representative shall represent all the group of enterprises vis-à-vis the Project Owner or delegated Project Owner in the execution of the contract;
5. In the event of joint venture, the co-contractors shall share the sums which are paid by the Project Owner or Delegated Project Owner into a single account. In the event of joint venture, the tasks for each member must be specified and each enterprise shall be paid by the Project Owner or Delegated Project Owner into his own account.

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

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

Article 7: Visit to the worksite

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

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

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

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

1. TENDER FILE

Article 8: Content of the Tender File

**8.1.** The Tender File shall describe the works subject of the framework agreement, set consultation procedures and specify the terms of the framework agreement. Besides the addendum (addenda) published in accordance with Article 10 of the General Regulations Governing Invitations to Tender (RGAO), it shall also include the following documents:

**PART A: Framework Agreement Award Procedure**

Document No. 1: Tender Notice (TN)

Document No. 2: General Regulations Governing Invitations to Tender (RGAO)

Document No. 3: Special Regulations Governing Invitations to Tender (RPAO)

Document No. 4: Price Schedule Framework (detailed list of tasks to be executed and calculated by bidders)

Document No. 5: Detailed Quantity and Cost Estimate Schedule (common basis for bids evaluation and comparison)

Document No. 6 : Schedule of Sub-Details of Prices

Document No. 7: Model Forms of Documents to be Used by the Bidder

* Appendix No. 1 : Model of Declaration of Intention to Tender
* Appendix No. 2 : Model of Bidding Letter
* Appendix No. 3: Model of Bid Bond
* Appendix No. 4: Model of Performance Bond (Retention Bond)
* Appendix No. 5: Model of Technical Proposal Bidding Letter
* Appendix No. 6: Materials Detailed Ship Models
* Appendix No. 7: Model of List of Staff to Be Mobilised
* Appendix No. 8: Model of Planning Framework of the Framework Agreements
* Appendix No. 9 : Model of CV of Staff to Be Mobilised
* Appendix No. 10: Model of Form of Services that May Be Subcontracted

Document No. 8: Integrity Charter Form

Document No. 9: Form of Declaration Statement to Comply with Social and Environmental Clauses

Document No. 10: Visa of Maturity or any Proof of Preliminary Studies

Document No. 11: List of banking establishments and financial Bodies Authorised to Issue Bonds for Public Contracts

**PART B: Execution Procedure of the Framework Agreement**

Document No. 12: Model of Framework Agreement

Document No. 13: Special Administrative Clauses (SAC)

Document No. 14: Special Technical Clauses (STC) on the technical specifications for Works to be executed

Document No. 15: Models of Forms of Documents to be Used by Parties to the Framework Agreement

* Appendix No. 11: Model of Final Bond
* Appendix No. 12: Model of Start-Up Advance Bond
* Appendix No. 13: Model of Security Bond
* Appendix No. 14: Model of Purchase Order

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

Article 9: Clarifications on the Tender File and petitions

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

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

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

In the event of restricted invitation to tender, the petition shall:

1. during the prequalification phase, may bear on requests for review of bidding conditions and prequalification or for review of the decisions or deeds of the Project Owner or the Delegated Project Owner during the prequalification procedure.
2. candidates five (5) working days prior to the date of submission of applications and five (5) working days after the publication of prequalification results to file their petitions with the Project Owner or the Delegated Project Owner, with copy to the Authority in charge of public contracts and the public contracts regulatory body.
3. This petition shall not be suspensive.

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

1. to the Project Owner or Delegated Project Owner with a copy to the Authority in charge of Public Contracts and to the public contracts regulatory body;
2. it should reach the Project Owner or Delegated Project Owner no later than fourteen (14) working days before the bid opening date;
3. The Project Owner or Delegated Project Owner shall have five (5) days to respond. A copy of the response shall be forwarded to the Authority in charge of Public Contracts and to the body in charge of the regulation of public contracts.
4. in the event of disagreement between the petitioner and the Project Owner or Delegated Project Owner, the petitioner shall refer by the petition to the Petitions Review Committee.
5. the petition shall not be suspensive.

**Article 10. Amendment of the Tender File**

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

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

10.3. In order to give bidders enough time to take account of the addendum in the preparation of their offers, the Project Owner or the Delegated Project Owner may postpone as it is necessary, the deadline for the submission of offers, in accordance with the provisions of Article 22 of the RGAO.

1. BIDS PREPARATION

Article 11 : Tender costs

The candidate shall bear all costs related to the preparation and presentation of his bid. Notwithstanding the Project Owner's or Delegated Project Owner's option to stipulate the maximum or minimum amount of work likely to be carried out, the latter is in no way responsible for these costs, nor obliged to pay them, regardless of the evolution or outcome of the invitation to tender procedure.

Article 12: Bid Language

The bid as well as any correspondence and any document exchanged between the bidder and the Project Owner or Delegated Project Owner shall be drafted in English or French. Additional documents and the forms provided by the bidder may be written in another language on condition that a good translation into either English or French, done by a professional translator, concerning the bid is included; in which case for reasons of interpretation, the translation shall be 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 Special Regulations Governing Invitations to Tender, duly filled and put together in three volumes:

***a. Volume 1: Administrative File***

It includes notably:

1. 1. All documents attesting that the bidder:
   * has subscribed to all declarations provided for by the laws and regulations in force;
   * paid all taxes, duties, contributions, fees, royalties or deductions of whatever nature;
   * is not winding up or bankrupt;
   * is not the subject of an exclusion order or disqualification (forfeiture) provided for by the law in force at the national and international level;.

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

1. 3. L’acte écrit donnant pouvoir au signataire de l’offre d’engager la personne morale soumissionnaire, le cas échéant, conformément aux dispositions de l’article 6.1 du RGAO et en cas de groupement d’entreprises, obligeant ses membres conformément aux dispositions du RPAO qui exigent des précisions concernant :

The written document empowering the signatory of the bid to commit the bidding legal entity, where applicable, in accordance with the provisions of article 6.1 of the RGAO and, in the case of a grouping of enterprises, binding its members in accordance with the provisions of the RPAO which require details concerning :

* + The nature of the grouping (joint or several) evidenced by the production of a copy of the grouping agreement;
  + the member of the grouping acting as common agent, and who shall represent all the enterprises vis-à-vis the Project Owner for the execution of the Framework Agreement.

1. ***Volume 2 : Technical Bid***

It includes:

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

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

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

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

1. *3.* ***Proof of acceptance of the conditions of the framework agreement***

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

The Special Administrative Conditions (SAC);

The Special Technical Conditions (STC).

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

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

b-5- **Integrity Charter**

b-**6- Declaration Statement to Comply with Social and Environmental Clauses**

1. ***Volume 3 : Financial Bid***

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

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

c.2 The unit price schedule duly filled;

c.3 detailed cost estimate and quantities duly filled;

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

c.5 The provisional payment schedule, if applicable.

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

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

Article 14: Bid price

14.1. Except otherwise stated in the Tender File, the amount of the framework agreement shall cover all the works described in Article 1.1 of the General Regulations Governing Invitations to Tender, on the basis of the price schedule and the detailed bill of quantities and estimates as well as the unit price sub detail and breakdown of lump sum prices presented by the bidder, as appropriate.

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

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

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

14.5. All unit prices with quantities must be justified by sub-details established in accordance with the structure proposed in document No. 6 of the Tender File.

14.6. Bidders shall indicate the rebates granted in their tenders. Furthermore, they shall specify the conditions for the application of the discount.

**Article 15. Tender and Payment Currencies**

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

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

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

1. Prices shall be entirely presented in national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the appendix to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of three currencies of member countries of the funding institution of the framework agreement.
2. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an appendix to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment under the framework agreement so that the successful bidder does not bear any exchange risk.

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

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

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

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

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

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

Article 16. Validity of bids

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

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

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

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

### Article 17: Bid bond

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

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

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

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

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

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

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

17.7. The bid bond may be seized:

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

b. if the bidder refuses to make the correction in compliance with Article 29 of the RGAO or

i. fails in his obligation to sign the contract in application of Article 39 of the General Regulations;

ii. fails in his obligation to provide the final bond in application of article 40 of the General Regulations;

iii. refuses to receive notification of the framework agreement.

Article 18. Varying proposals of bidders

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

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

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

Article 19. Preparatory meeting to the establishment of bids

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

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

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

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

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

**Article 20: Form, format and signature of bid**

**For offline submission,**

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

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

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

**For electronic submission,**

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

20.5. The tenders, together with the required documents, are collected in electronic files and grouped according to their administrative, technical and financial nature. However, administrative documents are entered into COLEPS by the issuing structures.

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

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

1. SUBMISSION OF BIDS

**Article 21: Sealing and Coding of Bids**

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

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

21.2. The external and internal envelopes:

a) shall be addressed to the Project Owner or Delegated project Owner at the address indicated in the Special Regulations Governing Invitations to Tender;

b) shall bear the name of the project and the number of the tender notice as indicated in the Special Regulations Governing Invitations to Tender, and bear the indication ‘TO BE OPENED ONLY DURING THE BID-OPENING SESSION’.

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

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

21.5. For online submission, the tender to be provided by the bidder consists of three electronic files corresponding to the three administrative, technical and financial volumes. Each file must explicitly bear a name that refers to the nature of its content (Administrative Offer, Technical Offer, Financial Offer).

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

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

**Article 22: Date and time-limits for submission of bids and method of submission**

**22.1: Date and Time-Limits for Bids Submission**

1. The bids must be received by the Project Owner or Delegated Project Owner through their internal public contracts administrative management entity at the address specified in Article 21(2) of the Special Regulations no later than the date and time stated in the RPAO.
2. The date and time of receipt of online submissions are automatically recorded by the dematerialisation platform through a time-stamping mechanism. The date and time of COLEPS or any other electronic means of communication specified by the Project Owner shall be authentic.
3. For time stamping, the reference time zone is local time (GMT/UTC + 1). This time is visible on the submission page.
4. The Project Owner or Delegated Project Owner may, at his discretion, postpone the deadline set for the submission of bids by publishing an addendum in accordance with the provisions of Article 10 of the General Regulations. In this case, all the rights and obligations of the Project Owner or Delegated Project Owner and bidders previously governed by the initial date will henceforth be governed by the new deadline.
5. Tenders submitted electronically shall be acknowledged by a receipt stating the date and time of receipt and the reference of the consultation.

22.2: Submission method

There are three possible ways to submit a bid:

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

The method of submission chosen is specified in the RPAO.

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

**Article 23: Late Bids**

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

**Article 24: Modification, Substitution and Withdrawal of Bids**

**For offline submissions,**

**24.1.** A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Project Owner or Delegated Project Owner prior to the end of the time limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20.2 of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must clearly bear the inscription ‘WITHDRAWAL’, and ‘REPLACEMENT BID’ or ‘MODIFICATION’.

**24.2.** Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of Articles 21 and 22 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

**24.3.** In application of Article 24.1., bids being requested to be withdrawn by bidders shall be returned to them unopened.

**24.4.** No bid may be withdrawn in the interval between the submission of bids and the expiry of the validity of bids specified by the model offer. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of Article 17.7. of the General Regulations.

**For online submissions,**

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

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

1. OPENING OF ENVELOPES AND EVALUATION OF BIDS

**Article 25: Opening of envelopes and petitions**

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

25.2. All bids shall be opened in single phase.

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

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

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

25.4. Since a bid or a back-up copy (or modifications received ci accordance with the provisions of Article 23 of the RGAO) That has not been opened and read to the hearing of every one during the bid opening session, it cannot be submitted for evaluated, the Board shall systematically ensure that all bids received have really been examined.

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

25.6. At the end of each bid-opening session, the chairperson of the Tenders Board shall immediately hand over to the focal point designated by the body in charge of the regulation of public contracts an initialled copy of the bids presented by bidders.

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

It must reach within a maximum deadline of three (3) working days after the opening of bids in form of a letter duly signed by the petitioner.

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

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

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

**Article 26: Confidential Nature of the Procedure**

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

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

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

**Article 27: Clarifications on the Bids and Contact with the Project Owner or Delegated Project Owner**

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

27.2 The request for clarification and the response shall be in writing or via COLEPS or such other electronic means of communication indicated by the Project Owner in the Tender File, with copy to the regulatory body, but no change on the amount or content of the bid to make it more competitive is sought, offered or authorised. The purpose of the request for clarification must be, in particular, to find information contained in the tender, to verify the accuracy of the information provided by a candidate, if necessary, with the issuing authorities, to ask a 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 tenders deemed abnormally low.

27.3. Requests for clarification shall be answered no later than seven (07) working days.

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

**Article 28: Determining the Conformity of Bids and Technical Evaluation**

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

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

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

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

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

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

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

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

The Project Owner or Delegated Project Owner shall reserve 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 bids.

**Article 29: Evaluation Criteria and Qualification of the Bidder**

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

**Article 30: Correction of Errors**

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

* + - * 1. If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation subcommittee, the decimal point of the unit price is manifestly badly placed, in which case the total price indicated shall prevail and the unit price corrected.
  1. In the event the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be authentic and the total corrected.
  2. In the event of a discrepancy between the prices indicated in figures and in words, the amount in words shall be authentic.

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

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

**Article 31: Conversion into a Single Currency**

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

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

**Article 32: Evaluating and Comparing of Financial Bids**

32.1. Only bids considered as being in compliance, pursuant to the provisions of Articles 28, 29 of the General Regulations Governing the Invitation to Tender, shall be evaluated and compared by the Evaluation sub-committee.

32.2. By evaluating the bids, the Evaluation Sub-committee will 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 excluding provisional sums and, where necessary, provisions for unforeseen contingent accounts featuring in the summary of the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.

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

* 1. By conveniently adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
  2. By taking into consideration the various execution time limits proposed by the bidders, if they are authorised by the Special Regulations;

f. If need be, by applying the rebates granted by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

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

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

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

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

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

**Article 33: Preference Granted to National Bidders**

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

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

34.1. Negotiations will take place at the address indicated in the RPAO, between the project owner or the delegated project owner and the candidate whose proposal is selected, with the aim of reaching a satisfactory agreement on all points and signing a contract.

Under no circumstances may negotiations be conducted with more than one candidate at a time, nor may they concern unit prices. These negotiations are recorded in minutes signed by both parties.

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

34.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Candidate to improve the Terms of Reference. The Project Owner or the Delegated Project Owner and/or the Project Owner and the Applicant then finalise the final Terms of Reference, staffing, and bar charts showing activities, staff used, and time spent in the field and at headquarters, working time in months, logistical aspects and reporting conditions. The agreed work plan and final terms of reference are then incorporated into the ‘description of services’, which forms part of the contract. Particular care should be taken to ensure that the successful candidate offers as much as the available budget will allow, and to clearly define the information that the Project Owner or Delegated Project Owner must provide to ensure the successful completion of the assignment.

34.3. The financial negotiations aim in particular to specify (where applicable) the Candidate's tax obligations in the Republic of Cameroon, and the way in which they are taken into account in the contract; they also include the agreed technical modifications to the cost of the services.

In any event, the financial impact of the modifications on the bid may not exceed 15% of the bid.

34.4. Having based its choice of Candidate, among other things, on an assessment of the specialist personnel proposed, the project owner or the delegated project owner intends to negotiate the contract on the basis of the experts whose names appear in the proposal. Prior to negotiating the contract, the project owner or the delegated project owner requires assurance that these experts are actually available. It does not take into consideration any replacement of these personnel during the negotiations, unless both parties agree that this replacement has been made unavoidable by too great a delay in the selection process, or that these replacements are essential to achieving the objectives of the assignment. If this is not the case, and if it is established that the Respondent has proposed a key person without ensuring their availability, the Respondent may be disqualified.

34.5 All negotiations, regardless of the outcome, must be recorded in minutes signed by both parties, a copy of which is sent to the public contracts regulatory body. If the negotiations fail, the project owner or the delegated project owner invites the Candidate whose proposal was ranked second to negotiations.

**F. AWARD OF FRAMEWORK AGREEMENT**

**Article 35: Award of Framework Agreement**

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

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

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

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

**Article 36: Exclusivity**

The holder of the framework agreement shall granted the exclusivity rights by the Project Owner or the Delegated Project Owner for the requirements covered by the framework agreement awarded. The Project Owner may set in the contract, the limits to his contractual commitment by introducing an overriding clause.

41.2 The existence of an overriding clause from the principle of exclusivity does not prevent the Project Owner from respecting his commitment to award to the Framework Agreement holder, orders for the minimum amount.

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

37.1 The Project Owner or Delegated Project Owner shall reserve the right to cancel a call for tenders or to declare a call for tenders unsuccessful after the competent Board’s opinion, without any claims being entertained.

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

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

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

**Article 38: Notification of the Framework agreement Award**

37.1. Any award of a framework agreement shall be materialised by a decision of the Project Owner or Delegated Project Owner and notified to the successful bidder within a maximum of period of seventy-two (72) hours from its signature.

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

**Article 39: Publication of Framework Agreement Award Results and Petitions**

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

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

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

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

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

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

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

**Article 40: Signing of the Framework Agreement**

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

40.2. The successful bidder shall have a period of fifteen (15) working days from receipt to subscribe the contract or the jobbing order. Beyond this period, the Project Owner or Delegated Project Owner shall reserve the right to cancel the award decision after the successful bidder has been given a formal notice but without any response.

In this case, the bid bond is forfeited and the framework agreement is awarded to the second-ranked candidate.

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

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

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

**Article 41: Final Bond**

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

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

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

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

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

**Article 42: Issue of Purchase Orders**

42.1. Once the framework agreement is signed, the purchase order (s) shall be issued by the Project Owner or the Delegated Project Owner without re-competition, and as and when required, in accordance with the periodicity set by the framework agreement. The purchase order issued shall indicate the consistency of works to be executed.

42.2. The Project Owner or Delegated Project Owner must issue purchase orders for at least the minimum value or minimum requirements expressed in the consultation documents, failing which the Project Owner or the Delegated Project Owner shall be bound to pay compensation to the holder of the framework agreement.

**Article 43: Petitions at the Execution Stage**

**42.1.** Disputes arising from the execution of the framework agreement shall be subject to a non-jurisdictional appeal by means of referral either to the Project Owner or the Delegated Project Owner, or to the Authority in charge of Public Contracts.

**42.2.** The Authority in charge of public contracts shall decide based on the proposal of the Petitions Review Committee and after the prior opinion of the public contracts regulatory body, if necessary.

**DOCUMENT No.3:**

**SPECIAL REGULATIONS GOVERNING INVITATIONS TO TENDER (RPAO)**

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

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

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

* + - * 1. Information that specifies and supplements the articles of Document No. 2 must be included;
        2. Clarifications and/or possible addenda to the articles of Document No. 2, determined by conditions specific to the contract under consideration must also be included.

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

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

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

**Special Regulations Governing Invitations to Tender**

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

**In the event of conflict, the following provisions shall prevail over those of the RGAO.**

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

*[Instructions shall be provided, where need be, and indicated by notes in italics]*

| **References from the RGAO** | **Description of the Provision of the RPAO** |
| --- | --- |
| **A. GENERALITIES** | |
| 1.1 | * Name and address of the Project Owner or Delegated Project Owner * Reference of the Invitation to tender: * Type of framework agreement: [specify the purchase order]   **Number of lots:**  *[In the event the framework agreement is made up of several lots, indicate the maximum number to be awarded to each holder of the framework agreement].*  **Definition of works:**  The works shall consist of:   * ……….; * ………. ; * ………..;   *[Insert a summary description of the works and specify their relationship with other contracts of the project.*  *In the event of allotment specify the subject and describe the content of each lot*  **NB:** The information on the work to be executed is detailed in the unit price schedule, the detailed quantity and cost estimate and the Special Technical Clauses. |

|  |  |
| --- | --- |
| 1.2. | **The provisional deadline for the execution of the framework agreement is:**  The deadline for the execution of the framework agreement is… *[Reference should be made, where appropriate, to Article 18.1 below.] [to be specified, bearing in mind that the duration of the agreement may not exceed 3 years].*  The provisional start date is *[to be specified].*  **Time limit for Mobilising the Enterprise to Execute the Order**  The period for mobilising the enterprise, as set out by the Project Owner or the Delegated Project Owner, to start carrying out the work, as part of this invitation to tender following an order, is [*Indicate the provisional period per lot if applicable*] calendar months. This period runs from the date of notification of the service order to start work on the order. |
| 1.4 | Name, Purpose of the works: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The work involves several phases: Yes \_\_\_ No \_\_\_ [if yes, state which].  Pre-proposal conference: Yes \_\_\_ No \_\_\_  *[if yes, indicate date, time and place]* |
| 2 | **Source(s) of funding:**  **The works subject of this invitation to tender shall be financed by:**  **Budget: ……………………Financial year ………………Line ………….**  *[For contracts funded from external sources, insert the name of the donor, indicate the relative share of each source of funding, if applicable*  The estimated budget (or the estimated quantity) is:  *[Insert estimates]*  Or  The maximum estimated cost (or maximum quantity provided for) is *[Insert]* \_\_\_\_\_\_  Or  The maximum estimated cost (or maximum quantity provided for) is: *[Insert]* \_\_\_\_\_\_ |
| 3 | **Ethical principles**  Tenders Boards Chairpersons and Members, bidders and other participants in the procedure must always observe the strict rules of professional ethics. In particular, they must refrain from corruption or any other form of fraudulent schemes. In accordance with this principle, the above expressions are defined as follows:  (i)Whoever offers, gives, solicits or accepts directly or indirectly any form of benefit in order to influence the action of a public employee during the award or execution of a contract or jobbing order shall be guilty of “**corruption”**, and  (ii) is guilty of " corruption " whoever provides, solicits or accepts several tenders issued by the same tenderer under different company names and/or on different registration numbers.  (iii) Whoever deforms or distorts facts in order to influence the award or execution of a contract or jobbing order in a detrimental manner to the Project Owner or Delegated Project Owner is guilty of "fraudulent schemes". “Fraudulent schemes" include, in particular, any agreement or collusive practices by bidders (before or after the submission of the tender) aimed at artificially keeping bid prices at a level not commensurate with those that would result from competition and thus depriving the Project Owner or the Delegated Project Owner of the advantages of free and open competition |
| 4.2 | The invitation to tender is open or restricted [*to be specified*].  The following candidates are eligible to participate in this call for tenders  [*In the case of restricted invitation to tender, indicate the list of pre-qualified candidates, or of the category concerned]*. |
| 5.1 | (Origin/ Source of building materials, materials, and supply of equipment and services.  *No building materials, materials, equipment for use in this project shall be obtained from the following locations: [Indicate non-eligible countries of origin]* |
| 6.1 | **Bidders must, as an integral part of their bids:**  a. Produce a power of attorney authorising the person signing the tender to bind the bidder;  b. Provide the documents enabling the qualification of the bidder to be established in accordance with the presentation indicated in article 13 of the RGAO and including, in particular, all the information (completing or updating the information attached to their application for pre-qualification which may have changed, in the event that candidates have been pre-qualified) requested of them in the RPAO.  **Information on the following points is required where applicable:**  **i. Production of an extract from the balance sheet showing turnover and results; ii. Access to a line of credit or other financial resources; iii. Contracts executed; iv. List of key personnel; v. Availability of essential equipment; vi. Certificate of categorisation for public works contractors, if applicable.** |
| 6.2 | **In the case of associated groups of enterprises, each member of the group must submit a complete administrative file, the documents "*Certificate of bank domiciliation (except in the case of joint-contracting), the purchase receipt for the TF and the bid bond*" provided for in point 13.1 of the RPAO being submitted only by the representative of the group.** |
| 6.3 | **Information necessary to prove that the eligibility criteria for national preference are met:** *[to be inserted]* |
| 7.3. | For the purpose of the works site visit to be organised no later than [*date to be inserted, if applicable*] after publication of the tender notice, the Project Owner’s or the Delegated Project Owner’s service to be contacted is [*to be indicated}*:   * P.O. Box *[to be inserted]* * Tel: *[to be inserted]* * Fax: *[to be inserted]* * Email: *[to be inserted]* |
|  | **B- TENDER FILE** |
| 9 | Additional information may be obtained during working hours from [*SIGAMP service, door number, post box, telephone, fax, e-mail*] or online on COLEPS platform via <http://www.marchespublics.cm> and <http://www.publiccontracts.cm>, or any other electronic communication means chosen by the Project Owner.  Clarifications may be requested no later than *[indicate number of days]* days before the bids submission date.  . Requests for clarification must state the full name and address of the applicant and be sent to the following address:   * [Insert full address] * Fax BP \_\_\_\_\_\_\_\_E-mail : \_\_\_\_\_\_\_\_\_   Any bidder wishing to obtain clarification on the bidding documents may contact the project owner or delegated project owner at the above address. |
| **C- PREPARATION OF BIDS** | |
| 12. | The language of offer is English or French \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 13.1 | The bidder should produce a three-volume bid, presented as follows:  ***A-Volume I: Administrative documents***  **For bidders based in Cameroon,** the documents shall include notably:   1. *The stamped declaration of intention to tender signed by the legal representative or duly appointed agent;* 2. *The bid bond (following the model attached) of an amount of \_\_\_\_ CFA francs and of a validity period of \_\_\_\_ months, established by a* *body authorised by the Cameroon Minister in charge of Finance to issue bonds for public contracts or any other form provided for by the regulation in force (certified cheque, bank cheque, a legal mortgage), unless otherwise provided for in the financing agreement relating to the subject of the invitation to tender concerned. The validity period of the bid bond must exceed that of the bids by thirty (30) days.* 3. *The group agreement -----------------------(specify the form of the grouping, notarised or under private seal) and specifying the representative, if applicable (the Project Owner must give preference to joint and several groupings);* 4. *Signing authority where necessary;* 5. *A tax clearance certificate issued by the tax authorities and;* 6. *A certificate of non-bankruptcy issued by the Court of First Instance or any other document issued by the competent institution of the foreign* bidder*’s country of residence;* 7. *An attestation of the bidder's paying bank, issued by a banking establishment or institution authorised by the Cameroon Minister in charge of Finance, unless otherwise provided for in the financing agreement;* 8. *Receipt of purchase of the Tender File or any other proof (as provided by the Project Manager) of payment of a non-refundable sum of …….. CFA francs francs;* 9. *An attestation of non-exclusion from public contracts issued by the body in charge of the regulation of public contracts;* 10. *Attestation issued by the National Social Insurance Fund testifying that the bidder has met his social obligations towards the said fund, dated less than three months from the date of signature of the said certificate;* 11. A copy of the commercial register certified by the competent authority of the judicial administration; 12. *The certificate of categorisation, if applicable;*   **NB: In the event of categorisation, the project owner or delegated project owner defines the additional requirements to be requested from categorised enterprises.**  *In the case of a consortium, each member of the group of enterprises must submit a complete administrative file, documents* ***a, b, g, h*** *must only be presented by the group's representative.*  **For bidders not established in Cameroon:**   1. produce documents attesting that:    * they are not in a state of judicial liquidation or bankruptcy;    * they are not subject to any exclusion order or disqualifications provided for by the laws and regulations in force, both nationally and internationally;  * they have made the declarations required by the laws and regulations in force.  1. If a bid bond issued by a foreign financial institution is produced, it is acceptable provided that the financial institution appoints a local correspondent authorised by the Minister in charge of Finance to act as guarantor in the event of a call.   **NB: The required administrative documents must be submitted in originals or copies certified by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Rules for Invitations to Tender, failing which they will be rejected. They must be valid on the original deadline for the submission of bids**.  ***B-Volume II: Technical offer***  It shall include:  ***b1. Information on qualification***  The list of documents to be provided by bidders to justify their qualification, especially as regards references, equipment and personnel, includes:  ***b.1.1 Bidder's references***   * *The list of contracts carried out (Project Owner, Subject, Amount, Date of acceptance) by the* bidder *as main contractor (or subcontractor) during the last [specify] years.*   *These references must be accompanied by supporting documents, in this case:*   * *Copies of the first, second and last pages of the contract;* * *Final or provisional acceptance minutes or performance certificate;* * *Other supporting documents, if any, to be specified.*   In the context of the award of framework agreement falling under the jobbing orders threshold, and when expressly provided for in the consultation file, the references of the promoter or a technical manager of a newly established national Small and Medium-sized Enterprise shall be substituted for those of the legal entity when the latter does not yet have the required number of years of experience or references.  **b.1.2. Personnel**   * A list of key personnel qualified to carry out the work according to the model attached to the TF.   ***NB: Attach a copy of the diploma and proof of experience for the proposed staff, namely:***   * certified copy of diploma less than three (3) months old; * certificate of registration with the national orders, if applicable; * signed and dated curriculum by the proposed specialised personnel and the Candidate's representative authorised to submit the proposal. Key information should include, for each, the number of years of experience of the Candidate and the extent of responsibilities exercised in various tasks over the last[To be specified]....... years; * signed and dated certificate of availability from the expert; * certificate or contract of employment, if applicable.   ***NB: All the above documents must be compliant, signed and dated within three months of the original deadline for submission of tenders by the issuing services or the authorised authority..***  ***b.1.3 Materials to be used for executing the works***  A list of materials to be mobilised which should include at least: **to be specified**  ***NB:*** Attach copies, certified by the issuing authorities or any other authorised authority, of the vehicle registration documents for rolling stock and the purchase invoices for other equipment, if applicable, accompanied by a signed commitment to hire the equipment.  **b.2 Organisation and Methodology**  The bidder shall produce a descriptive or methodological note which presents in detail the elements of his technical proposal, including:  a) The organisation and scheduling that he plans to put in place to carry out the work efficiently, to which is attached the site visit report or the certificate sworn signed on honour, if applicable;   1. the timetable, schedule and delivery date of the services; 2. the arrangements envisaged for the use of local labour (HIMO labour-intensive approach); 3. provisions for compliance with environmental measures, where applicable; 4. the works that the bidder intends to subcontract; 5. Other items [*to be specified*].   ***b.3. The bidder must complete and sign the following forms:***   * *the Integrity Charter* * *Declaration of commitment to respect social and environmental clauses*   ***b.4. Proofs of acceptance of the conditions of the contract***  The bidder shall submit copies of the following documents, duly initialled on each page and signed on the last page preceded by the words “***read and approved***”:   1. The Special Administrative Conditions (SAC); 2. The Special Technical Clauses (STC).   NB: Failure to accept the terms of the contract shall lead to the elimination of the bidder.  ***b.5. Comments on SAC and STC***  The bidder must attach the observation note on the SACs and/or the STCs, together with any proposals.  ***b.6. Financial capacity***  Bidders must submit in particular:   * Certified financial statements or, if not required by the regulations of the candidate's country, other financial statements acceptable to the project owner or delegated project owner for the last *[insert number of years, maximum (5)]*(1) years demonstrating the current soundness of the applicant's financial position; * A certificate of financial standing worth ......... CFA francs issued by a 1st class approved bank; * Annual turnover based on a certified balance sheet or a statistical and tax declaration, in accordance with the attached model.   *[The period specified is generally 3 years; it may be increased to a maximum of 5 years. The financial information provided by a candidate should be carefully examined in order to make an informed judgement. Any information of an abnormal nature, which could lead to financial difficulties during the execution of the Contract, should lead the chairperson of the committee concerned to seek the opinion of a financial expert when evaluating the tenders].*  ***In the case of 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 appropriate, proof of professional risk insurance) and the contract's financing requirements.*  *1. The amount entered (financial capacity) must not normally be less than 30% of the annual turnover or cash flow of the proposed service contract (based on a projection in identical monthly instalments of the cost estimated by the project owner, including contingencies, for the duration of the contract).*  *2. The period is normally three years.*  *3. In the case of a consortium, it may be indicated that each member of the consortium must meet 25 or 30% of the total amount required and that the leader of a consortium must meet 50 or 60% of the total amount required.*  *5. The amount of the turnover must not be set too high as to prevent* enterprises *with the required technical and financial capacity from meeting the qualification criteria].*  ***b-7- Certificate that no work has been abandoned during the last three years***  **C. Volume 3: Financial offer**  This envelope shall include the following documents:  **c.1 The tender proper**, in original, prepared in accordance with the attached model, stamped at the current rate, signed and dated;  **c.2** The duly filled **Unit Price Schedule and/or Fixed Price Schedule;**  **c.3**. The duly filled **detailed quantity and cost estimates**;  **c.4 The sub-detail of prices and/or the breakdown of all-in prices**;  To this effect, bidders shall use the documents and models or standard forms provided for in the Tender File.  *NB: The various parts of the same file shall be separated by dividers of a colour other than white, both in the original and in the copies, so as to facilitate evaluation.*  *Specify, if applicable, whether the bidder must attach the digital version of the financial offer [in three copies, one of which is kept by the Chairperson of the Board, one to be given to the evaluation subcommittee and the third reserved for ARMP].* In the event of discrepancy between the information in the hard and digital offer, the information in the hard copy version offer shall be authentic. |
| 14.3. | ***Taxation****: Prices proposed should be inclusive of all taxes [Indicate here, if applicable, the specific exclusion of taxes or duties, levies that may be allowed in the tender price. This Clause shall be in accordance with Article 39 of the SAC].* |  |
| 14.4. | The prices of the framework agreement *[insert "shall" or "shall not"]* be revisable. |  |
| 15.1. | *[In the context of this consultation, the currency(ies) of the tender is (are) defined according to option A (local currency only) or option B (local and foreign currencies) of Article 15.1 of the RGAO].* |  |
| 15.2. | The exchange rate for converting the bidder's offer into local currency as well as for converting future detailed accounts into foreign currency shall be that *[to be specified: example. that of the BEAC three working days before the deadline for the submission of tenders]* |  |
| 16.1. | **Validity of bids**:  The period of validity of bids is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert period in days*] from the deadline for the submission of tenders.  *[Insert the number of days after the deadline for the submission of tenders. This period should be realistic and allow sufficient time to evaluate the tenders, taking into account the complexity of the Works, and to obtain the necessary references, clarifications and approval (including the Donor's "non- objection") and notify the award of the contract. Normally, the validity period should not exceed one hundred and twenty (120) days].* |  |
| 17.1 | The amount(s) of the bid bond(s) per lot (if applicable) are as follows:  *[The amount should be as stated in the letter to pre-qualified bidders (or in the tender notice if there was no pre-qualification). To avoid the possibility of the amount of the offer being deducted from the amount of the guarantee, it is preferable that the guarantee be expressed as a fixed sum and not as a percentage. In the event of allotments, specify the amount for each lot.]* |  |
| 18.1 | Tenders will be evaluated on the basis of a minimum of \_\_\_\_\_\_\_\_ days (or months) and a maximum of \_\_\_\_\_\_\_ days (or months). The evaluation method is set out in Article 32.2(e) of the RGAO.  *[This provision should be included, with appropriate deadlines, where the Project Owner or Delegated Project Owner expects net benefits from a shorter period of execution; it may also be used in the case of grouped lots. Otherwise, it must be deleted].* |  |
| 18.3. | Technical variants on the part(s) of the work specified below are permitted within the Technical Specifications: [*to be specified*]  [This provision will be included where variants are possible with the possibility for net price benefits, shorter execution time limit and/or better technical performance. The reference to the technical specifications shall be mentioned. Otherwise, it must be deleted]. |  |
| 19.1. | The preparatory meeting ahead of the establishment of bids will be held at [*specify venue, date and time]*:  *[Indicate the address of the meeting, or specify that there will b**e no meeting. The meeting must take place at least two (2) weeks before the deadline for submission of tenders, and at the same time as the works site visit, if it is provided for (Clause 7.3. of the RGAO]* |
| 20. | **Online submission** FORM, **FORMAT** **AND** SIGNING OF BID  [File size and format:  For electronic submission, the maximum sizes of the documents that will transit on the platform and constitute the bidder's offer are as follows   * 5 Mo for the Administrative Offer; * 15 Mo for the Technical Offer; * 5 Mo for the Financial Offer.   The following formats shall be accepted:   * PDF format for text documents; * JPEG for images.   The candidate shall ensure that compression software is used to reduce the size of the files to be transmitted].  For electronic submission, the tender must be sent by the bidder on the COLEPS platform or any other electronic means of communication indicated by the project owner in the Tender File. A back-up copy of the tender recorded on a USB key or CD/DVD must be deposited in the services of the MO/MOD or CA concerned in a sealed envelope clearly and legibly marked “back-up copy” and with the tender references within the specified time limit].  *[For online submission, they must be sent electronically via the COLEPS platform available at* [*http://www.marchespublics.cm*](http://www.marchespublics.cm) *or* [*http://www.publiccontracts.cm*](http://www.publiccontracts.cm)  ***Offline submission***  *Each tender drawn up in French or English in \_\_\_\_\_\_\_\_\_\_\_ (number of copies to be specified) of which one original and \_\_\_\_\_\_\_\_ [indicate the number of copies and take account of the copy to be sent immediately after the opening of the tenders to the focal point designated by the body responsible for regulating public contracts] of each proposal marked as such, must reach [Place of registration of tenders], no later than [Deadline for receipt of tenders] at [Deadline] and must be marked as follows on the sealed envelopes:* |
|  | *Tender Number: [National or International] [Open or Restricted] N°....... /*  *[Type: ONIT, OIIT, RIIT or RNIT] [The Project Owner or the Delegated Project Owner*  *TB/ (****Central Contracts Control Board for Works, if applicable****) [Budget year]* ***of*** *[Date of signature of the Invitation to Tender].*  *For the purpose of submitting bids, the address of the Project Owner or the Delegated Project Owner to be used for sending bids is as follows:*  *Department of the Project Owner or the Delegated Project Owner: [to be specified]*  *Address: [insert street name and building number] Postcode: [insert postcode number*  *Postcode: [insert postcode number] Floor/Office number: [insert floor/office number].*  *Floor/Office number: [insert floor and office number].* |
| **D. SUBMISSION OF BIDS** | |
| 22.1. | **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. |
| **22.2** | **SUBMISSION METHOD**  The method of submission for this consultation is [*Indicate one of the three methods of submission below: online, offline, online and offline*]. **(However, where both options are available to the bidder, he may not use both methods at the same time)** |
|  | **E. OPENING OF ENVELOPES AND EVALUATION OF BIDS** |
| 25.1 | For quantifiable services, bids shall be openedonce and will take place on\_\_\_\_\_\_ [to be specified] at\_\_\_\_\_\_\_\_o’clock [to be specified] by the Tenders Board of the *Project Owner or Delegated Project Owner* in room \_\_\_\_\_\_ [to be specified] located at \_\_\_\_\_\_ [to be specified].  Or (to be chosen depending on the type of service)  Only bidders may attend this opening session or be represented by a duly authorised person of their choice, even in case of a group of enterprises  **Under pain of rejection, the documents in the administrative file required must be produced in originals or in certified true copies by the issuing department or the competent administrative authority, in accordance with the provisions of the Special Regulations of the Invitation to Tender. They must be less than three (3) months old from the original date of submission of tenders or have been issued after the date of signature of the invitation to tender.**  In the event of the absence or non-conformity of a document in the administrative file at the time of the opening of the bids, the bidders concerned shall be given a period of forty-eight hours to produce or replace the document in question.  The Tenders Board shall declare inadmissible and reject:   * Any tender submitted in insufficient numbers or in copies only, * - envelopes bearing indications on the identity of the bidders, * envelopes submitted after date and time limits for submission; * Envelopes not bearing the identity of the Call for Tender; * Envelopes non-compliant with the method of submission; * **Any tender that does not comply with the provisions of the Tender File;** * **The absence of a bid bond issued by a body or financial institution approved by the Minister in charge of finance to issue bonds for public contracts, or failure to comply with the model documents in the Tender File, will cause the outright rejection of the bid without any claim**. 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; * In the case of a restricted invitation to tender, failure to submit the seventh copy of the financial offer, in a sealed envelope marked "sample offer" to serve as a sample offer to the body in charge of regulating public contracts, will result in the inadmissibility of the offer of the candidate concerned, as soon as the bids have been opened by the Tenders Board. * The Tenders Board shall draw up minutes of the bid opening session, a copy of which will be given to all bidders.   Tenders must be opened no later than one hour after the deadline for submission of tenders.  *The evaluation of bids will be done based on the following criteria:*  *[It is up to the Project Owner to specify which criteria are essential and which are eliminatory.* ***It is understood that a criterion cannot be both eliminatory and essential.]***  **Eliminatory criteria**  *The eliminatory criteria set out the minimum requirements to be met in order to be admitted to the evaluation according to the essential criteria. They must not be the subject of marking. Failure to meet these criteria will cause the rejection of the bidder's offer.*  [For information purposes, they include*:]*   * The absence of the bid bond at the opening of bids; * Failure to produce, above 48 hours after the opening of bids, a document in the administrative file deemed to be missing (except the bid bond) or non-compliant; * False declarations, fraudulent schemes or forged documents; * Failure to comply with X essential criteria (X referring to the qualification threshold for technical offers) on Y (Y referring to the total number of essential criteria) * The absence of a sworn declaration for not having abandoned a contract in the last three years; * non-compliance with the file format for bids submitted online * Omission of a quantified unit price in the financial offer; * the absence of a prospectus accompanied by the manufacturer's technical data sheets, where applicable; * the absence of manufacturer's approval or authorization, where applicable. * lack of minimum equipment (list to be specified by the project owner and to be determined by the company or leased) * *the absence of the Integrity Charter* * *the absence of a Declaration of Commitment to respect social and environmental clauses*   NB: Depending on the specific nature of the service, other relevant criteria may be added when drawing up the tender file.  *2.* ***Essential*** *or key* ***criteria****, attesting to the technical and financial ability of candidates to provide the services to be tendered. These must be determined according to the nature and scope of the services to be provided.*  *[The validation of a criterion based on the number of sub-criteria met should be formally specified].*  The essential criteria for qualifying bidders will include, by way of indication, the following:  presentation of the offer ;   * the bidder's references ; * After-sales service (availability of spare parts, repair workshop, technical staff), if applicable; * financial capacity (access to a line of credit or other financial resources, sales figures, proof of financial solvency). * Staff qualifications and experience * Logistical resources * Methodology * Proof of acceptance of contract conditions   *NB: - [Indicate the main qualification criteria showing that the bidder has the technical capabilities and resources required to successfully carry out the contract****]****.*  ***[The points system is outlawed in favour of the binary mode (yes or no).***  **NB: Electronic bids will be evaluated after downloading under the same conditions as physical bids.**   * *In the event of a conflict between the contents of the DAO documents, the elimination of a bid for non-compliance with the DAO requirements must be based solely on the* *criteria contained in the RPAO, whose provisions take precedence over those of the other documents.*   **Criteria and sub-criteria for the detailed evaluation of bids**   * **Eliminatory criteria**   *The eliminatory criteria shall be evaluated on the basis of the following sub-criteria:*  *[for each criterion, it is necessary to formally specify the validation methods for a criterion based on the number of sub-criteria met]*   | **No.** | **Headings** | | | **Yes/No** | | --- | --- | --- | --- | --- | | 1. **Eliminatory criteria related to the administrative file** | | | | | | 1 | Absence of the bid bond when the bids are opened, issued by a first-class financial institution authorised by the Ministry in charge of Finance to issue bonds in the context 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 in the administrative file deemed to be non-compliant or absent at the bid opening, (except for the bid bond). | | | Yes/No | | 1. **Eliminatory criteria related to the Technical file** | | | | | | 3 | Absence of a prospectus accompanied by the manufacturer's technical data sheets, where applicable | | | Yes/No | | 4 | Absence of a prospectus, catalogue, drawing or technical data sheet produced by the manufacturer; *[if applicable]* | | | Yes/No | | 5 | Absence of minimum equipment (list to be specified by the Project Owner and to be determined whether owned or hired)  ***[to be specified validation of x..........................sub criteria to obtain a yes*** | | | Yes/No | | **Manual/Equipment/Hardware No.1**  Major technical specifications where [Mandatory characteristics]  ***[to be specified validation of x..........................sub criteria to obtain a yes*** | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | **Manual/Equipment/Material** **No.2**  Major technical specifications  *[Mandatory features]*  ***[to be specified validation of x..................... sub criteria to obtain a yes*** | | Yes/No | | Characteristic No.1 | Yes/No | | Characteristic No.2 | Yes/No | | 6 | Absence of dated and signed integrity charter | | | Yes/No | | 7 | Absence of the commitment statement to respect environmental clauses | | | Yes/No | | 1. **Eliminatory criteria related to the financial bid** | | | | | | 8 | Absence of the quantified unit price in the financial bid. | | | Yes/No | | 1. **General Eliminatory Criteria** | | | | | | 9 | SCAC initialled on each page and signed with the words “read and approved”. | | | Yes/No | | 10 | False declarations, fraudulent manoeuvres or falsification of documents | | | Yes/No | | 11 | Non-compliance with at least X essential criteria (X referring to the qualification threshold for technical offers) out of Y (Y referring to the total number of essential criteria) ; | | | Yes/No | | 12 | Non-compliance with the file format for tenders submitted online; | | | Yes/No | | 13 | Absence of a declaration on honour that no work has been abandoned during the last three years | | | Yes/No |      * **Essential Criteria**   The essential criteria shall be evaluated according to the following sub-criteria:   * *[to be specified formally for each criterion, the validation methods for a criterion based on the number of sub-criteria met].* * *The essential criteria and sub-criteria detailed for each lot,*   **1. The presentation of the bid;**  (Legibility, documents in the order of the RPAO, summaries, coloured dividers, pagination, binding etc.)  ***[to be specified validation of ..........................sub-criteria by criterion to obtain a yes]***  **2. Experience**   * **General Experience in Works**   Experience in works contracts as contractor during the last \_\_\_\_\_\_\_\_ [*three to five]* years preceding the deadline for the submission of bids.  Sub-criterion [to be completed]  Sub-criterion [to be completed]  Sub-criterion [to be completed]  ***[to be specified validation of ..........................sous criteria per criterion to obtain a yes]***   * Specific experience in similar works (to those in the Invitation to Tender)   Having effectively executed satisfactorily and substantially completed, as a contractor or subcontractor, at least X \_\_\_\_\_\_\_\_ number of contracts similar to the work of (specify activities analogous to that which is the subject of the work) [1] over the last X \_\_\_\_\_\_\_\_ [three to five] [2] years with a minimum value of \_\_\_\_\_\_\_\_\_[3].  The similarity shall relate to the physical size, complexity, methods/technologies or other characteristics.  ***[to be specified validation of ..........................sub criteria to obtain a yes]***  [The nature of the supporting documents for this experience must be assessed objectively.  These references must be accompanied by supporting documents, in this case :   1. *Copies of the first and last pages of the contract;* 2. *Provisional or final acceptance report or certificate of performance bond signed by the Project Owner;* 3. *Other supporting documents, if applicable and to be specified*   *1. The number of contracts should be between one and three, depending on the size and complexity of the contract in question and the risk to the Project Owner of default by the contractor. For example, for small to medium-sized contracts, a Project Owner may be ready to take the risk of awarding a contract to a candidate who has executed only one similar contract. This number should also be set in a discriminatory way but taking into account the number of structures of similar nature executed in the country.*  *2. The period covered (to be specified).*  *3. The amount indicated could be around 75% of the estimated value of the contract, in round figures].*  *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].*  3. Personnel;  The candidate must establish that he has the right personnel for the key positions required, including:   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Name** | **Proposed Position** | **Minimum qualification** | **Overall work experience (years)** | **Specific experience in terms of projects** | **Position occupied for each project** | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  |   ***[to be specified validation of x..........................sub criteria to obtain a yes***  **NB:** Any public employee listed among the staff and who has not presented all the documents likely to justify his release from the Administration shall be considered in the evaluation.  If the CV of the same expert appears in more than one tender or if there is a discrepancy between the CVs submitted for the same expert, a request for clarification shall be sent to the expert in order to establish the bidder's tender to be considered for evaluation. In this case the expert in question will not be evaluated in the competing Bid and his CV shall be examined provided that the CV produced for the request for clarification is identical to that in the Bid under consideration.  [Insert in the table above: (i) the list of key positions (e.g. Works Director, Works Supervisor, Head of civil engineering works, Head of technology lots, etc.), (ii) the number of years of experience in works required for each of the key personnel (from \_\_\_ to \_\_\_ years), and (iii) the number of years of experience in similar works required for each of the key personnel (from \_\_\_\_ to \_\_\_ years)].    4. Equipment  The bidder must prove that he has the following as own or hired equipment:   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **No.** | **Type and characteristics of the equipment** | **Age / condition** | **Minimum number required** | **Owner / rental** | **Year of acquisition** | **Proof** | | 1 |  |  |  |  |  |  | | 2 |  |  |  |  |  |  | | … |  |  |  |  |  |  | | N |  |  |  |  |  |  |   The Project Owner should specify, as the case may be, a maximum age beyond which the equipment in question will not be accepted.  *[Insert in the table above: (i) the list of the most important equipment required for the execution of the work (ii) the minimum number of each type of equipment required (iii) it may be possible to provide this equipment on a renting basis, in which case a commitment to rent the equipment must be signed and legalised by the competent authorities. Where appropriate, provision could be made for the application of a discount during the evaluation]*  *Attach copies, certified by the issuing authorities or any other authorised authority, of the vehicle registration documents for rolling stock and the purchase invoices showing the taxpayer number of each issuer for the others, if applicable, accompanied by a signed commitment to hire the equipment.*  **N.B.**: The PO/DPO may specify a certain type of material to be in own possession. In this case, this provision should be included in the eliminatory criteria.  3- Financial capacity  Bidders must present, in particular:   * certified financial statements or, if not required by the regulations of the Applicant’s country, other financial statements acceptable to the Project Owner or Delegated Project Owner for the last [*insert the number of years, maximum (*5)](1) years demonstrating the candidate’s current sound financial situation * Certificate of financial capacity of an amount of … CFA francs issued by an approved first class bank, * Annual sales figures based on the certified balance sheet or a statistical and tax declaration, in accordance with the appended model   *[The period specified is generally 3 years; it may be increased to a maximum of 5 years. The financial information provided by a candidate should be carefully examined in order to make an informed judgement. Any information of an abnormal nature, which could lead to financial difficulties during the execution of the Contract, should lead the chairperson of the relevant board to seek the advice of a financial expert during the evaluation of bids].*  ***[to be specified validation of x..........................sub criteria to obtain a yes***  *a. The amount entered (financial capacity), normally, should not be less than 30% of the annual turnover or cash flow of the proposed Works contract (based on a projection in equal monthly instalments of the cost estimated by the Project Owner, including contingencies, for the duration of the contract).*  *b. The period is normally three years.*  *c. In the case of a group, it may be indicated that each member of the group must meet 25 or 30 % of the total amount required and that the representative of a group must meet 50 or 60 % of the total amount required.*  *d. The amount of the turnover should not be set too high as to prevent* enterprises *with the required technical and financial capacities from meeting the qualification criteria].*   * **Proof of acceptance of the terms of the contract**   *Bidders must submit duly initialled and signed copies, marked “read and approved”, of the following administrative and technical documents governing the contract:*   * *The Special Administrative Clauses (SAC);* * *The Special Technical Clauses (STC),*   ***[to be specified the validation of X..........................sub criteria by criterion to obtain a yes]***  **N.B.: A detailed evaluation grid consistent with the requirements of the Special Regulations Governing Invitations to Tender may be attached to these Special Regulations Governing 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 documents, the elimination of a tender for non-compliance with the provisions of the Tender documents must be based solely on the criteria containe******d in the RPAO, the provisions of which take precedence over those of the other documents.*** |
| 29 |  |
| 31.2 | The currency used for the conversion into a single currency is the CFA franc, the source of the exchange rate being the Bank of Central African States (BEAC).  The date of the exchange rate is: [*Retain a date that will not be more than twenty-eight (28) days before the deadline for submission of tenders, nor later than the initial date of expiry of the period of validity of 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 the BEAC three working days before the deadline for submission of bids].* |
| 32.2 (b) | The method of evaluation for costing works to be executed under State supervision is defined as follows: *[to be specified if applicable]* and the percentage of such work should be specified |
| 32.2.(e) | The execution deadline will be evaluated as follows:(to be specified if applicable)  *[If the execution deadline is a factor in the assessment, the method of assessment should be specified here, in the form of a specific amount per week of delay based on a “standard” or minimum execution deadline, which amount is related to the estimated prejudice to the Project Owner or Delegated Project Owner. The amount shall not exceed the corresponding amount of penalties for delay set out in the SAC].* |
| 32.2(g) | The method for assessing the technical variants is the following:  *[To be inserted, where appropriate, with reference to the provisions of the Technical Specifications].* |
| 33.1 | National bidders [*may or may not*] benefit from a margin of national preference during the evaluation.  *[If the application of preference to a national contractor preference plays a role in the award of the Contract, insert here possible additional criteria required by the Project Owner or Delegated Project Owner to benefit from this preference].* |
| **F- AWARD** | |
| 34.1 | *The Project Owner or the Delegated Project Owner awards the contract to the bidder whose bid has been found to be substantially compliant with the Tender documents and who has the technical and financial capacity to execute the contract satisfactorily and whose bid has been evaluated as the lowest bid after application of the discounts proposed, if any**.* |
| 34.2 | *The combination to be applied in the event of simultaneous award of several lots is as follows the project owner or the delegated project owner shall take into account the proposed discounts and shall base himself on the combination which is the most economically advantageous for it in order to draw up the list of successful bidders per lot: if not: [specify, if applicable, a method other than the one most economically advantageous for the Project Owner or Delegated Project Owner].* |
| 39.2 | The final bond rate is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [to be specified (between 2 and 5%)] of the amount inclusive of all taxes of the contract  *[Its amount is fixed as a percentage of the amount including all taxes of the contract].*  Within twenty (20) days of the date of notification of the contract by the Project Owner, the co-contractor shall provide a final bond in accordance with the model attached to the tender documents. Failure to provide the said bond within the time limits and under the conditions set out in Article 28 of the SAC shall expose the bidder to the penalties set out in Article 37 of the said SAC. |
| 40 | **Ethical principles**  Within the fifteen (15) days following the award, the contract subscribed beforehand by the successful bidder, shall be signed by the PO/DPO and he will be notified so as to register it following the procedure in force. |

**DOCUMENT No.4:**

**UNIT PRICE SCHEDULE FRAMEWORK**

**Note on the schedule of prices**

*(This note relating to the preparation of the schedule of prices is provided to the Project Owner or Delegated Project Owner or persons who will prepare the Tender File for information purposes only. It must not feature in the final documents).*

The framework of the unit price schedule must be exhaustive and precise. In particular, all the elementary tasks must be defined and the units of measure specified.

**Objectives**

The objectives of the Price Schedule are:

* 1. To ensure a proper comparison of the prices of the bids to be evaluated on the basis of a nomenclature defining these prices in relation to the elementary tasks constituting a price item;
  2. To ensure, once the contract is concluded, the evaluation and payment for works executed. To achieve these objectives, the schedule of prices must record the works in a detailed manner so as to make a distinction between the various types of works or between works of the same nature executed at different locations or among any other conditions likely to give rise to variations in costs, bearing in mind that prices also include any suggestions resulting from the application of administrative and technical provisions laid down in the written documents.

**Price series**

In a schedule of prices, prices are grouped in headings so as to distinguish between parts of the works which by nature, access, calendar or any other characteristic may give rise to variations in the construction methods or sequence of works or costs considerations. These headings constitute price series.

**Units of measurement**

The metric system shall be used and the following abbreviations recommended:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Metre | : m | Centimetre | : cm | Millimetre | : mm |
| Hectare | : ha | Square metre | : m2 | Square millimetre | : mm2 |
| Litre | : l | Cubic metre | : m3 | Unit | : u |
| Kilogramme | : kg | Tonne | : t | Fixed | : ft |
| Second | : s | Hour | : h |  |  |

**Presentation of schedule of prices**

The schedule of unit prices must be presented in the form of a table with three columns. The codes of the series and of the price appear in the first column; the definition of services comprising the price, the unit of measure and the amount in words constitute the second column; the third column is reserved for the amount of the price in figures. This last column is liable to be broken up in as many columns as there are monetary units of payment.

*[To be prepared and inserted in the Tender File by the Project Owner or Delegated Project Owner]*

*[Draw inspiration, where necessary, from the example contained in the Model Tender File]*

**UNIT PRICE SCHEDULE MODEL**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Designations | Units | Unit price in figures in CFA F | Unit price in figures in currency, where necessary | Unit price in letters |
| **100** | **Series 100- Site installation**  **Site installation**  This price remunerates at a fixed price the installation costs of the site as well as the supply and removal of materials. It includes:  -The cost of acquisition or temporary occupation of the necessary land, compensations of all types;  -The preparation of areas, construction, building of site sheds, workshops, warehouses, lodging facilities, offices and the laboratories of the Contractor and Project Manager;  -The administrative offices according to the plan provided by the Project Manager;  -Drinking water supply and electric energy to the work site and the evacuation of waste water after cleaning and purification by septic tank;  -Telephone networks;  -Costs for maintenance, cleaning and exploitation of premises, workshops, warehouses including security service;  -The supply and removal of material and heavy machinery necessary for the execution of works, including especially the crushing plant, the concrete mixing plant, site weighbridge, earth works, drainage, pavement and transportation equipment;  -The construction and maintenance of access roads to the site;  -The control and verification of the plans of the invitation to tender;  -The removal at the end of the works of all excess materials and restoration of the premises;  -Obligation of ensuring traffic during works;  Payment will be made in the following manner:  - Proportionally to the progress and within limits:  \* Eighty…….. | **F** |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Designations | Units | Unit price in figures in CFA F | Unit price in figures in currency, where necessary | Unit price in letter |
|  | **Series 100- Site Installation** *(continued)*  **Site installation** *(continued)*  \* Fifteen (15) percent after disassembling, clearance of the worksite, restoration of the site and submission by the Contractor of the file of compliant plans with the execution (as-built drawings).  FIXED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | F |  |  |  |
| **201** | **Series 200 - Clearing of works areas and earthworks**  **Bush clearing and scraping of top soil**  This price covers the cleaning of the land by clearing the bush and stripping the top soil to an average thickness of [figures] cm carried out within the roadbed in accordance with the technical specifications.  This price includes:  - Clearing, removal of grass, scrub and hedges;  -The felling of shrubs and trees whose circumference measured at *[figure]* m from the ground is less than one (1) m  - Cutting up of shrubs;  - Removal of the stumps and roots of these shrubs and trees;  - The collection, removal, transport and evacuation of trees, shrubs and stumps and their dumping and storage outside the right-of-way in a location approved by the Project Manager;  - The backfilling of the top soil, its loading, transport over any distance, unloading and temporary or permanent storage in a place approved by the Project Manager;  - Any works related to land clearing.  THE SQUARE METRE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Share in currency (national or to be specified)  Share in other currencies (*in percentage or amounts*) | **M2** |  |  |  |

**DOCUMENT No. 5:**

**DETAILED QUANTITY AND COST ESTIMATE SCHEDULE**

**Note on the Bill of Quantities and Estimates**

*(This note relating to the preparation of the Bill of Quantities and Estimates is provided to the Project Owner or Delegated Project Owner or the persons who will prepare the Tender File only for information purposes. It must not feature in the final documents).*

**Objectives**

The objectives of the bill of quantities and estimates are to provide sufficient information with regard to the nature and volume of the works to be carried out to ensure a correct and precise preparation of bids.

To achieve these objectives, the schedule of prices and the bill of quantities and estimates must list out the works in a detailed manner to make a distinction between the various natures of the works or between works of the same nature executed at different sites or under all other conditions likely to give rise to price variations. Once these requirements are met, the framework and the content of the schedule of prices and the bill of quantities and estimates must also be simple and concise as far as possible.

**Bill of Quantities and Estimates**

In general, the Bill of Quantities and Estimates shall include the following headings:

a. The units according to the metric system used;

b. The quantities of works to be executed per category;

c. The unit prices in conformity with those of the schedule of prices;

d. The sub-total per category;

|  |  |  |  |
| --- | --- | --- | --- |
| e. | The total exclusive of VAT; |  | |
| f. | VAT is equal to | % of the amount exclusive of VAT; | |
| g. | The AIR (Prepayment Tax on Revenue) is  or TSR (Income tax) At the rate in force | | % of the amount exclusive of VAT; | |
| h. | The total all taxes inclusive. | |  | |
| i. | Net to be paid | |  | |

**MODEL OF BILLS OF QUANTITIES AND ESTIMATES**

*(Example: Case of Road works)*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Price No.** | **Designation of structures** | **Unit** | **Qty** | **Unit prices** | | **Total price** | |
| (CFA F EVAT) | In currency,  where need be | (CFA F EVAT) | In currency,  where need be |
|  | Series 400- Drainage and various structures |  |  |  |  |  |  |
| 401 a b c d e f g h  402 a b c  403  403A  403A1  a b c  403A2  a b c  403B  403B1  403B2  a b c | Construction of ditches  Triangular earth ditch  Triangular rocky soil ditch  Trapezoid earth ditch  Rectangular concrete ditch  Trapezoid concrete ditch  Trapezoid dug ditch  (Re)Shaping of existing ditches  REINFORCED CONCRETE PIPES  Six hundred (600) mm diameter reinforced concrete pipe  Eight hundred (800) mm diameter reinforced concrete pipe  One thousand (1,000) mm diameter reinforced concrete pipe  HEADWORKS  REINFORCED CONCRETE HEAD STRUCTURES  *Head structure for pipe of diameter (figure) mm*  \* Simple  \* Double  \* Triple  Head structure for pipe of diameter *[figure]* mm  \* Simple  \* Double  \* Triple  MASONRY HEAD STRUCTURES  *Head structures for simple pipe of diameter [figure]* *mm*  *Head structures for simple pipe of diameter [figure]* *mm*  \* Simple  \* Double  \* Triple  TOTAL SERIE 400 | ml ml  ml  u  u  u  u |  |  |  |  |  |

**SUMMARY TABLE**

|  |  |  |
| --- | --- | --- |
| **Series No.** | **Structures** | **Total price** |
| 100 | Installation of site |  |
| 200 | Clearing of the area of works and earthworks |  |
| 300 | Pavements |  |
| 400 | Drainage and various structures |  |
| ---- |  |  |
| **Overall total of structures (CFA F EVAT)** | |  |
| VAT\_\_\_\_\_% | |  |
| AIR | |  |
| **Overall total (CFA F ATI)** | |  |
| **Net to be paid** | |  |

Approved this bill of quantities and estimates at the sum of (in words) ……………………… ………………………… **CFA F ATI**

Date and Signature

**DOCUMENT No. 6:**

**SCHEDULE OF SUB-DETAIL OF PRICES**

***Note on the presentation of the sub-detail of prices and taxes***

1. A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the appraisal of the quality of the price proposed by a bidder.

It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. In any case, they must include the following elements:

a. Detail of the sales coefficient according to the model presented after this note;

b. Non flexible cost price of the materials provided for the site;

c. Non flexible cost price of the supplies necessary for the site;

d. Cost of local and expatriate workforce;

e. For each price on the schedule of prices, a form resulting from points 1, 2, 3 and 4 above indicating the outputs leading to the unit prices;

f. The precise sub-detail of lump sums for the installation of the site camp, the supply and taking back of the material, laboratory and its equipment, development of a quarry (where applicable), etc.;

g. The precise sub-detail of lump sums for the construction, maintenance of premises and the supply of means put at the disposal of the Administration;

h. The sub-detail of dues and taxes.

2. Presentation framework of the sales coefficient, also called the coefficient of overheads.

A. Site overheads

-Studies …..

-… …..

-… C1

Total

|  |  |
| --- | --- |
| B. Head Office overheads | ….. |
| -Head office charges | ….. |
| -Financial charges | ….. |
| -… | ….. |
| -Risks and profits | ….. |
|  | C2\_\_\_\_\_\_\_\_\_\_ |
| Total |  |

Sales coefficient K = 100/(100-C) with C=C1+C2

3. The Project Owner may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

**MODEL SUB-DETAIL OF PRICES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SCHEDULE OF SUB-DETAIL OF PRICES** | | | | | |
|  | DESIGNATION | ***Backfill of excavations*** | | | |
| **Price No.** | **Daily output** | **Total quantity** | | **Unit** | **Duration of activity (days)** |
| 1.5 |  |  | | m3 | 1.0 |
|  | **CATEGORY** | **Daily wage** | | **Days invoiced** | **Amount** |
| MANPOWER |  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | | **TOTAL A** |  |
|  | **TYPE** | **Daily wage** | | **Days invoiced** | **Amount** |
| EQUIPMENT AND MACHINES |  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  |  | | **TOTAL B** |  |
|  | **TYPE:** | **Unit price** | | **Consumption** | **Amount** |
| BUILDING MATERIALS |  |  | |  |  |
|  |  | |  |  |
|  |  |  |  |  |
|  |  |  | | **TOTAL C** |  |
| D | **TOTAL DIRECT COSTS** |  |  | **A+B+C** |  |
| E | Site overheads (X%\*D) | | |  |  |
| F | Head Office overheads (Y%\*D) | | |  |  |
| G | Actual cost | | | D+E+F |  |
| H | Risk + Benefit (Z%\*G) | | |  |  |
| I | TOTAL SALES PRICE TAX EXCLUSIVE | | | G+H |  |
| J | UNIT SALES PRICE TAX EXCLUSIVE | | | I/Qty |  |

**DOCUMENT No. 7:**

**MODEL OF DOCUMENTS AND FORMS TO BE USED BY BIDDERS**

**Note on the Model Documents to be Used**

The bidder must fill and present in his tender the model tender in conformity with the provisions contained in the Tender File.

The bidder must provide a bid bond using the model presented in this document. The draft contract must include all the corrections and modifications done on the retained bid resulting from the correction of errors, in accordance with Article 30.2 of the General Regulations Governing Invitations to Tender, of the price updating in application, where need be, of Article 14 of the General Regulations Governing Invitations to Tender because of the duration of the evaluation of bids, the choice of an alternative bid, acceptance of variations deemed acceptable or any other mutually acceptable modification allowed by the Tender File, such as a change of the key personnel, subcontractor, works execution schedule, etc.

Models of final bonds and start-up advance bonds must not be filled during the preparation of bids. Only the retained bidder shall be invited to provide the final bond and the start-up advance bond in conformity with one of the models presented in this document. Any failure by the Contractor to fulfil his obligations under this contract shall constitute a cause for seizure of the final bond provided that such breach has been established by the Project Manager/Project Owner. Once this guarantee, is requested, the guarantor must comply without any other procedure.

**Table of Models**

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**APPENDIX NO. 1: MODEL OF THE DECLARATION OF THE INTENTION TO TENDER**

*To be attached to the appendix*

I, the undersigned,

Nationality:

Domicile:

Duty:

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

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

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

Signature, name, and stamp of the bidder

**APPENDIX NO. 2: TENDER MODEL**

A (indicate PO/DPO: Contracting Authority and his address)

I, the undersigned …......................………………………….......................………… *[*i*ndicate the name and the capacity of the signatory]* representing the……………………….., enterprise or group of enterprises (8)………………………….. with Head office at……………………………………………………………………… registered in the Trade Register of ………...............………… under No. ………………........................…

Having taken cognisance of all the documents contained or mentioned in the Tender File including the addenda, No.……........................................................................................… [*Recall the number and subject of the invitation to tender*]

* After having personally visited the works site and having autonomously appreciated the situation and noticed the nature and constraints of works to be executed,
* Hand over, signed, the unit prices schedule and cost estimates established in compliance with the frameworks contained in the Tender File
* Submit and commit myself to provide the supplies or execute the services in accordance with the Tender File, in return for the prices that I have established myself on the basis of the price and quantity schedules, which prices give the amount of the offer for lot No. ……................. at
* ……………....................................................[*in figures and words*] CFA francs exclusive of VAT, and at

………………........................................................ CFA francs all taxes inclusive. [*in figures and words*]

* undertake to execute the works within a deadline of…...............……… months
* further commit himself to maintain my offer within the period ………............. days *[indicate the validity period, in principle 90 days for NIT or 120 days for IIT]* as from the deadline for the submission of bids.
* The rebates offered and the application modalities of the said rebates are as follows (in the event of possible award of multiple lots):

The Project Owner or the Delegated Project Owner shall pay the sums owed under this contract by crediting account number No. ………..............………. opened in the name of ………............………………..… in Bank ………...........................................………. Branch ………...........................................

Prior to the signing of the contract, this bid accepted by you shall constitute a commitment between us.

*Done in……….......................................…. on………..........................................……….*

Signature of…………………………………..

In the capacity of………......................................……duly authorised to sign bids for and on behalf of ………...........................................……….

**APPENDIX NO. 3: BID BOND MODEL**

Addressed to *[indicate the Contracting Authority and his address]*, hereinafter referred to as “the Contracting Authority”

Whereas the Contractor ……………...................... , hereinafter referred to as “the bidder”, submitted his offer on ……………......................for……….. *[recall the subject of the Invitation to tender]*, hereinafter referred to as “the offer”, and to which it shall be attached a provisional bond equivalent to *[indicate the amount]* in CFA francs,

We…………....................…..........................……….. *[name and address of the bank],* represented by……………...........................……….. *[names of signatories]*, hereinafter referred to as “the financial body”, declare to guarantee payment to the Contracting Authorityof the maximum sum of *[indicate the amount]* CFA Francs, that the financial body pledges to pay in full to the Contracting Authority, binding himself, his successors and assignees.

The conditions of this commitment shall be as follows:

If the bidder withdraws his offer during the validity period specified for in the Tender File;

or

If the bidder, having been notified of the award of the contract by the Contracting Authority during the period of validity,

- fails to sign or refuses to sign the contract, even though required to do so;

- fails or refuses to provide the final bond for the contract, as provided therein.

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

This bond shall come into force from the date of signature and from the deadline set by the Project Owner orthe Delegated Project Owner for the submission of offers. It shall remain valid up till the thirtieth day inclusive following the deadline for the validity of offers. Any request from the Project Owner *or* the Delegated Project Ownerto cause it to take effect shall reach the bank by registered mail with acknowledgment of receipt before the end of this validity period.

This bond shall, for the purpose of its interpretation and execution be subject to Cameroon Law. Cameroon courts shall be the sole jurisdictions competent to rule on this commitment and its consequences.

*Signed and authenticated by the financial body*

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

*[signature of the financial body]*

*(NB: this bond shall be paid directly by the bank)*

**APPENDIX No.4: MODEL Technical proposal BIDDING letter**

[Place, date]

To: [Name and address of Project Owner]

Dear Sir/Madam

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

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

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

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

Signature of authorised representative:

Name and position of signatory:

Name of candidate:

Address:

**APPENDIX NO.5: MODEL LIST OF THE STAFF TO BE MOBILISED**

1. Key technical/management personnel

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed function** | **Minimum qualification** | **Years of General experience** | **Years of specific experience**  **in terms of similar projects executed** | **Position or function occupied for each project** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. Support staff (Head Office and Local)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Specialisation | Position | Year of experience | Duties |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**APPENDIX No. 6: PLANNING SCHEDULE MODEL**

**Note on the presentation of plannings**

The quantities, daily outputs, the duration of execution of works and the slowdowns or even interruptions should clearly appear on the plannings.

The financial planning resulting from the schedule of works must indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.

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

**ACTIVITIES SCHEDULE (WORK PROGRAMME)**

1. **Specify the nature of the activity**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | *[Months or weeks from the start of the mission]* | | | | | | | | | | | | |
|  | 1er | 2e | 3e | 4e | 5e | 6e | 7e | 8e | 9e | 10e | 11e | 12e |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1. **Completion and submission of reports**

|  |  |
| --- | --- |
| Reports | Date |
| 1. Initial report | 1er  2e  3e  4e  5e  6e  7e  8e  9e  10e  11e  12e |
| 2. Progress reports   * + - * 1. First progress report         2. Second report |  |
| 3. Final report draft |  |
| 4. Final report |  |

**SPECIALISED STAFF CALENDAR**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Reports to be submitted** | **Staff (in form of bars graph)[[5]](#footnote-5)2** | | | | | | | | | | | | | **Total staff/month** | | |
|  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** | **Head office** | **Field[[6]](#footnote-6)3** | **Total** |
| **Staff** | | | | | | | | | | | | | | | | | | |
| 1 |  |  | [Head office] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | [Field.] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | **Sub-total** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

Reports to be supplied: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duration of activities:

Signature: *(Authorised representative)*

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

Position: \_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_

**APPENDIX NO.7: CURRICULUM VITAE (CV) MODEL FOR PROPOSED SPECIALISED PERSONNEL**

Position: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Candidate’s name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Employee’s name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Profession: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Certificates: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date of birth: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Number of years of employment by the candidate: ................................ Nationality: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Affiliation to associations /professional groups: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . …………………………….. . .

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

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

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

**Main qualifications:**

*[In about half page, give an overview of the employee’s training aspects and experience most useful to his duties within the framework of the mission. Indicate the level of responsibilities he/she executed during the previous missions, by specifying the date and place.]*

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

**Training:**

[In about one quarter page, summarise university studies and other specialised studies of the employee, indicating the names and addresses of schools or universities attended, with dates of attendance as well as the certificates obtained.]

**Attached documents:**

* Certified true copy of the highest certificate and, if applicable, an attestation of professional order
* Attestation of availability

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

**Work experience:**

[In about two pages, list the jobs executed by the employee since the end of studies by inversed chronological order, beginning by the present position. For each, indicate the dates, name of employer, title of the position occupied and the place of work. For the last ten years specify, among others, the type of activity carried out, and, if applicable, the name of customers likely to provide references.]

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

**Computer knowledge:**

*[Indicate knowledge level]*

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

**Languages:**

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

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

**Attestation:**

I, the undersigned, faithfully certify that the information below clearly give account of my situation, qualifications and experience.

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

*[Signature of the employee and of the consultant’s authorised representative]*

*Day/month/year*

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

Name of the authosised representative: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**APPENDIx No.8:** **ModEl** **OF SHEET FOR SERVICES LIKELY TO BE suB-CONTRACTED**

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

|  |  |  |
| --- | --- | --- |
| **Service No.** | **Description of service/supplies** | **Unit of measurement** |
| *[insert the number of Service]* | *[insert the description of service]* | *[unit of measurement]* |
|  |  |  |
|  |  |  |
|  |  |  |

**APPENDIX No.9: CANDIDATE’S REfErences**

Services rendered during the last [indicate the number from 1 to 5] years that better illustrate your qualifications

Using the form below, indicate the information requested for each contract that your enterprise /institution has got by contract, as a company alone, or as one of the main partners of a group.

|  |  |
| --- | --- |
| Name of Mission: | Country : |
| Type de travaux | Place of execution of the works |
| Date and signing of the contract | Duration of the contract (month/year) |
| Amount of the contract (in CFA Francsn ET) | Amount of the contract (in CFA Francs IT): |
| Subject of the contract: | |
| Works start-Up date: | Works completion date:  (en francs CFA HT) : |
| Name of possible associated/partners/sub-contractors service providers | Duration of the work of the sub-contractor or associated partner |
| Types of works sub-contracted  : | Level of settlement of the sub-contracted: |
| Name and functions of officials (Project Director / Engineer per type of works): | |
| Description of the project: | |
| Any other information: | |

Name of candidate:

**APPENDIX No.10: DescriptiON** **OF THE proposED mEthodologY AND WORK PLAN for EXECUTING THE WORKS**

*The technical design, the methodology and the work plan are key elements of the technical proposal. It is suggested to present the technical proposal (10 pages maximum, including tables and diagrams) divided into three chapters:*

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

*a) Technical design and methodology. In this chapter, it suggest that you should explain how you envisage the objectives of the mission, the design of the services, the methodology to carry out the activities and to obtain the results expected and the related detail. You should highlight the problems to be solved and their importance then explain the technical design you will adopt to this effect. In addition, you should explain the methodology you intend to adopt and its compatibility with the design proposed.*

*b) Work plan. In this chapter, you should propose the main activities that the mission includes, their nature and duration, spreading out and interrelations, the markers (including intermediary approvals of the contracting authority) and the dates for the presentation of reports. The work plan proposed should be compatible with the technical design and the methodology, show that the Terms of Reference were understood and can be materialised into a practical work plan. A list of final documents, including reports, sketches and tables that constitute the final product should be included in this chapter. The personnel schedule (4G) should be compatible with the work programme (4H)*

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

**APPENDIX No.11: MODEL** **OF information SHEET relatiNG TO ESSENTIAL EQUIPMENT, IF APPLICABLE**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description and characteristics of equipment** | **Age / Condition** | **Minimum number required** | **Owner/Lease** | **Year of acquisition** | **Justification** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| … |  |  |  |  |  |  |
| N |  |  |  |  |  |  |

*[Insert in the table below: (i) the list of material and tools required for the execution of services (ii) minimum number required for each type of equipment (iii) it may be envisaged, the provision of equipment by hiring, in which case, you should present a lease commitment of the equipment signed and legalised by the relevant government services.]*

Note: For each equipment, attach the certified copy of the bill or registration document, if applicable

**APPENDIX No.12: ModEL OF SITE visit SWORN STATEMENT**

I, the undersigned Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Enterprise

Acknowledge that I visited this day\_\_\_\_\_\_\_\_ of the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_of the year \_\_\_\_\_\_\_

In the enterprise of Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acting in the name and on behalf of the User, the site of the Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For which my enterprise intends to bid.

Having been to the site, the following observations were recorded:

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

***N.B.: The service provider shall submit for each project site a statement of site visit.***

Done at ………………………., on …………………………

The bidder

(Family name, first name, signature and stamp)

**DOCUMENT No.8****:**

**INTEGRITY CHARTER**

**INTEGRITY CHARTER**

**Note on the Integrity Charter**

The bidder must complete and submit in his offer the integrity charter addressed to the Contracting Authority and signed by the officials authorised to commit it. In the event of a group of enterprises, the charter must be subscribed to by all its members.

**integrity Charter**

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

***[to be specified when preparing the TF]***

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

**THE “BIDDER……..” undertakes to respect the terms of this Integrity Charter**

**TO**

**THE “PROJECT OWNER”**

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

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

1.2) be included in the lists of financial sanctions adopted by the United Nations and any other Technical and Financial Partner, in connection with the award or execution of a contract;

1.3) having produced false information or provided forged documents required in the context of this consultation.

2. We testify that we are not, and that none of the members of our consortium and our subcontractors are, in any of the following conflict of interest situations:

2.1) Shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting dispute has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;

2.2) have a business or family relationship with a member of the Project Owner's services involved in the contract award process or in the control of the resulting contract, unless the resulting conflict has been brought to the attention of the Authority in charge of public contracts and resolved to his satisfaction;

2.3) control or be controlled by another bidder, be under the control of the same enterprise as another bidder, receive from another bidder or award to another bidder directly or indirectly any subsidies, have the same legal representative as another bidder, have direct or indirect contacts with another bidder that enable us to have and give access to information contained in our respective bids, to influence them, or to influence the decisions of the Project Owner;

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

2.5) in the case of a procedure for the award of a works or supply contracts:

i) prepared ourselves or were associated with a consultant who prepared specifications, plans, calculations and other documents used in the competitive bidding process under consideration;

ii) be ourselves or one of the firms with which we are affiliated, engaged, or to be engaged, by the Project Owner to carry out supervision or control of the works under the Contract.

3. If we are a public institution or a public enterprise, we testify that we are legally and financially autonomous and that we are managed according to the rules of private accounting, and that we are not under the supervision of the Project Owner or the relevant Delegated Project Owner, unless expressly authorised by the Authority in charge of Public Contracts

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

5. In the context of the award and execution of the Framework agreement:

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

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

5.(3) We have not promised, offered or granted, and will not promise, offer or grant, directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial mandate in the State, whether appointed or elected, whether permanent or not, whether paid or unpaid, and at any level (ii) any other person who discharges a public function, including for a public body or public enterprise, or provides a public service, or (iii) any other person defined as a public official in the State, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he or she may perform or refrain from performing any act in the discharge of his or her official duties.

5.4) We have not promised, offered or granted, and will not promise, offer or grant, directly or indirectly, to any person who manages a private sector entity or works for such entity, in any capacity, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he or she may perform or refrain from performing any act in violation of his or her legal contractual or professional obligations.

5.5) We have not promised, offered or granted, and we will not promise, to the Project Owner, his staff, the Chairpersons and members of the Contracts Committee and the Evaluation Sub-Committee, any undue advantage of any kind likely to influence the contract award process.

5.6) We have not promised, offered or granted, and we will not promise, to the Project Owner, his staff or the actors responsible for monitoring the execution of the contract resulting from the consultation, any undue advantage of any kind likely to influence their objectivity.

5.7) We refrain from and promise to refrain from any collusive and anti-competitive action or practice the object or effect of which is to prevent, restrict or distort competition, in particular by tending artificially to maintain bid prices at levels which do not correspond to those which would result from competition or to limit access to the Contract or the free exercise of competition by other undertakings.

6. We, the members of our group and our subcontractors authorise the Project Owner and the Tenders Boards to examine the documents and accounting records relating to the award and execution of the Contract and to submit them for verification by ARMP or any other State control body.

7 If we, any of the members of our group or any of our subcontractors fail to comply with the rules governing this charter, we acknowledge that we may be subject to the penalties provided for by the laws and regulations in force.

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

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Dated** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DOCUMENT NO. 9:**

**DECLARATION STATEMENT TO COMPLY WITH ENVIRONMENTAL AND SOCIAL CLAUSES**

**DECLARATION STATEMENT TO COMPLY WITH ENVIRONMENTAL AND SOCIAL CLAUSES**

**Note on the declaration of commitment to the social and environmental clauses**

The bidders must complete and present in his bid the declaration of social and environmental commitment addressed to the Project Owner and signed by the person(s) authorised to commit him. In the case of a consortium, the charter must be signed by all its members.

**DECLARATION OF SOCIAL AND ENVIRONMENTAL COMMITMENT**

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

*[to be specified when preparing the TF]*

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

**THE “BIDDER……..” comply with the terms of this Environmental and Social Commitment Declaration**

TO

**“The Project Owner”**

Within the framework of the award and execution of the Framework Agreement:

1) We undertake to respect, and to ensure that the members of our consortium and all our subcontractors respect, the social standards applicable in Cameroon, including ratified international conventions, in particular (i) compliance with the minimum wage provided for in the Labour Code and various collective agreements (ii) prohibition of the employment of children under the age of 14 (iii) compliance with the nature of the work respectively prohibited to women and pregnant women (iv) compulsory weekly rest (v) the right to enjoy holidays (vi) compliance with night work conditions (vii) health and safety conditions in the workplace (viii) compulsory wearing of personal protective equipment.

2) In addition, we undertake to implement the environmental risk mitigation measures set out in the environmental impact statement provided, where applicable, by the Project Owner. In any event, we undertake to comply with and to ensure compliance by the members of our consortium and all our subcontractors, wherever possible, with the directives recommending the use of equipment with a low environmental impact.

3) We, the members of our consortium and our subcontractors authorise the Project Owner and the Contracts Committees to examine the documents and accounting records relating to the award and execution of the Contract and to submit them for verification by the ARMP or any other State control body.

4) If we, any of the members of our group or any of our subcontractors fail to comply with the rules governing this charter, we acknowledge that we are liable to the penalties provided for by the laws and regulations in force.

**Name :\_\_\_\_** **Signature** :

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

**Dated**  \_\_\_\_\_\_\_

DOCUMENT No. 10:

Visa of Maturity or any Proof of Preliminary Studies

*[To be filled in systematically by the Project Owner depending on the nature of the services to be carried out and in accordance with point 5.a of circular no. 003/CAB/PM of 18 April 2008 relating to compliance with the rules governing the award, execution and monitoring of Public Contracts].*

**Note on preliminary studies**

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must ensure that the draft tender documents are based on preliminary studies before initiating the contract award procedure or referring the matter to the relevant Tenders Boards.

These studies must be required when the Tender Documents (DAO) are examined by the Contracts Committees.

The Project Owner is required to complete the questionnaire in appendix 1, together with the supporting documents for the said studies.

**PROOF OF PRELIMINARY STUDIES**

1. Attach the preliminary study:

2. Indicate:

2.1. The date when the studies were carried out:

2.2. The name of the public or private Project Manager who carried them out;

2.3. The references of the contract, if a private Project Manager carried them out;

2.4. In the event of interview, description:

2.4.1 Description of the studies:

2.4.2 Attach the damage reports and the programming documents adopted

2.5 In the event of rehabilitation or new works

2.5.1 Do the detailed estimates reflect the quantities in the study

2.5.2 Description of studies: APS, APD; (for smaller projects, a presentation note may be drawn up in the form of preliminary studies, provided that it clearly sets out the costs and technical specifications)..;

2.5.3 Attach the said studies

*N.B. -* For the services of lessscope, the Project Owner or the Delegated Project Owner can provide proof of calculation of quantities of the TF.

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

**DOCUMENT NO. 11****:**

**LIST OF BANKING ESTABLISHMENTS AND FINANCIALS BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

**I- BANKS:**

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

**II- Insurance companies:**

1. Chanas assurances;
2. Activa Assurances
3. Atlantique Assurances S .A., P.O. Box 2933 Douala ;
4. Zénithe Insurance S.A. ;
5. Pro-Assur S.A. ;
6. Aréa Assurances S.A. P.O. Box 1531 Douala ;
7. 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

**N.B.**: Since this list changes; the Project Owner or Delegated Project Owner shall ensure that, when preparing the TF that it is the latest list from the Minister of Finance.

**DOCUMENT No.12:**

**ONLINE BIDDING PROCEDURE**

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

**THE ONLINE SUBMISSION PROCEDURE**

To submit an online tender, the service provider must follow the four steps below:

Step 1: Enterprise registration on the COLEPS platform

* Log on to COLEPS at <https://www.marchespublics.cm> or [https://www.publicscontratcs.cm](https://www.publicscontratcs.cm);
* Go to the “Bidders Registration” tab and complete the application form in detail;
* Print the completed application form generated by the system;
* Have the application form signed by the Head of Structure and stamped with the enterprise stamp;
* Submit the duly completed and formalised form to MINMAP together with the following documents:
  1. Photocopy of an Attestation of Non-Bankruptcy (less than 3 months old);
  2. Photocopy of the Trade Register;
  3. Photocopy of the Bank Direct Debit;
  4. Photocopy of the Certificate of Tax Compliance (less than 3 months old).

Step 2: Acquiring the Electronic Certificate

* Collect the Certificate Request form available from MINMAP or download it from the ANTIC website at <http://www.camgovca.cm> under the heading “Requesting Certificates (Company)” section;
* Complete the form and submit it to MINMAP together with the following documents:
  1. Receipt for payment of the Electronic Certificate acquisition fees in the amount of 50,000 FCFA to be paid into the ANTIC account with SCB Cameroun under number 10002 00031 12493593150 94;
  2. A Photocopy of the certificate applicant’s identity card.
* Register with the MINMAP operator and obtain the certificate application receipt;
* Connect to the address <http://www.camgovca.cm/fr/operations-certicats.html> and download the Electronic Certificate onto a removable medium (blank) using the information (reference number and authorisation code) contained in the receipt.

(Remember to keep the password for connections to COLEPS).

Step 3: Registering the Electronic Certificate on COLEPS

* Log on to COLEPS at <https://www.marchespublics.cm> or <https://www.publicscontratcs.cm>;
* Go to the “Bidders Registration” tab, then the “New Registration / Additional Certificate” section.
* Go to the “Bidders Registration” tab, then the “New Registration / Additional Certificate” section; identify the enterprise using the trade number, then add the certificate after filling in the form carefully.

**Technical assistance**

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

**PART B:**

**FRAMEWORK AGREEMENT EXECUTION PROCEDURE**

**DOCUMENT No. 13:**

**MODEL OF FRAMEWORK AGREEMENT**

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

----------

*[Indicate the Project Owner]*

----------

RÉPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

----------

*[Indicate the Project Owner]*

----------

**PURCHASE ORDERS FRAMEWOR****K AGREEMENT No. \_\_\_\_\_\_\_\_ /ABC/PO or DPO/TB/20**

Awarded through invitation to tender …........................……… No.\_\_\_\_\_\_\_IT//PO or DPO/TB/PCCCB-/20XX

of ………………………………… relating to …………………………………

**PROJECT OWNER OR DELEGATED PROJECT OWNER***: [Indicate name and full address*]

**HOLDER OF THE FRAMEWORK AGREEMENT :** *[indicate name and full address of holder]*

P.O. Box , Tel: Fax:

RC No. Taxpayer’s No. RIB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**FRAMEWORK AGREEMENT VALIDITY PERIOD***: [To be indicated]*

**AMOUNT IN CFA F:**

|  |  |  |  |
| --- | --- | --- | --- |
| **AMOUNT IN CFA F:** | ***FINANCIAL***  ***YEAR N*** | ***FINANCIAL YEAR N+1***  ***(if applicable)*** | ***FINANCIAL YEAR N+2***  ***(if applicable)*** |
| **VAT INCLUDED** |  |  |  |
| **VAT EXCLUDED** |  |  |  |
| **AIR or TSR (If applicable)** |  |  |  |
| **Net to be paid** |  |  |  |

PLACE OF EXECUTION : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FINANCING** :

**BUDGET HEAD** : [t*o be filled*]

SUBSCRIBED ON

SIGNED ON, ON

NOTIFIED ON, ON

REGISTERED ON, ON

**Between**:

The Republic of Cameroon, represented by ………………………………………….

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

**On the one hand**,

And the **Enterprise or The Supplier** …………………………………………

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

RC No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Taxpayer’s No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Indicate the name of the Supplier or the Service Provider, his full address as well as the name and function of the authorised signatory]*,

Hereinafter named "The Supplier or The Service Provider".

**On the other hand,**

It was agreed and approved as follows:

Page No. and last page of the **PURCHASE ORDERS FRAMEWORK AGREEMENT No. \_\_\_\_\_\_\_\_ ABC/PO/TB/20XX** of ………………………………… Awarded through invitation to tender [Indicate the references of the invitation to tender] …........................……… for the execution of …………………………………

**Amount of the Framework Agreement:** *[state the minimum and/or maximum amount in CFA Francs, all taxes included, in figures and in words].*

**PROJECT OWNER OR DELEGATED PROJECT OWNER***: [Indicate name and full address*]

**HOLDER OF THE FRAMEWORK AGREEMENT :** *[indicate name and full address of holder]*

P.O. Box , Tel: Fax:

RC No. Taxpayer’s No. Bank Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**FRAMEWORK AGREEMENT VALIDITY PERIOD***: [To be indicated]*

**AMOUNT IN CFA F:**

|  |  |  |  |
| --- | --- | --- | --- |
| **AMOUNT IN CFA F:** | ***FINANCIAL***  ***YEAR N*** | ***FINANCIAL YEAR N+1***  ***(if applicable)*** | ***FINANCIAL YEAR N+2***  ***(if applicable)*** |
| **VAT INCLUDED** |  |  |  |
| **VAT EXCLUDED** |  |  |  |
| **AIR or TRS TAX (If applicable)** |  |  |  |
| **Net to be paid** |  |  |  |

**PLACE OF EXECUTION / DELIVERY** :\_\_\_\_\_\_\_\_\_\_\_\_ \_\_

|  |
| --- |
| **Read and approved by the Supplier**  *on the ..........................................................................* |
| **Signed by** *the Project Owner or Delegated Project Owner*  *on the ..........................................................................* |
| **Registration** |

**DOCUMENT No. 14:**

**SPECIAL ADMINISTRATIVE CLAUSES (SAC)**

**Note on the Special Administrative Clauses**

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

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

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

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

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

The SAC model clauses constitute a structure of the provisions which the Project Owner or Delegated Project Owner should follow to prepare each Tender File and the draft contract.

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**Chapter I: Generalities**

**Article 1: Subject of the Framework Agreement**

The purpose of this purchase order framework agreement is [*To be specified*. In the event of allotments, the subject of the lot shall focus on the lo concerned] in accordance with the characteristics set in the Special Technical Specifications and the quantities of the detailed quantities and cost estimates.

*[The subject of the framework agreement must be in consonance with article 1 of the RPAO.]*

**Article 2: Framework Agreement Award Procedure**

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

**Article 3: Duties and security**

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

*3.1. Duties*

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

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

**3.2. Security**

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

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

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

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

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

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

**Article 5: Standards**

5.1. The works under this framework agreement shall comply with the standards set out in the Special Technical Specifications, and where no applicable standard is mentioned, with the authoritative standard applicable in Cameroon, which standard shall be the most recently approved by the competent authority.

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

**Article 6: Constituent documents of the framework agreement**

The constituent contractual documents of this framework agreement are complementary. They are presented in order of priority. *[To be adapted according to the nature of the works].*

1. The tender or commitment letter;
2. The tender of the Contracting Partner and its appendices in all the provisions not contrary to the Special Administrative Clauses (SAC), the Special Technical Clauses (STC), or the technical clauses of the works, where applicable;
3. The Special Administrative Clauses (SAC);
4. The Special Technical Clauses (STC);
5. The Detailed Estimates (DE);
6. The Schedule of Unit Prices (SUP);
7. The sub-detail of prices (SDP);
8. The General Administrative Clauses (GAC) to which it is specifically subject;
9. Any other useful documents (the Minutes of Negotiations, the STC, the Plans, the Management Strategies and the Environmental, Social, Health and Safety (ESHS) Implementation Plans, the ESHS Code of Conduct, the analysis of the value of the project, if applicable, the execution project/programme, etc.);

**Article 7: General Instruments in Force**

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

1. Law No. 75/15 of 8 December 1975 on compulsory insurance of construction risks;
2. *Law No. 92/007 of 14 August 1992 on the Labour Code;*
3. Law No. 2015/018 of 21 December 2015 governing commercial activity in Cameroon;
4. Law No. 98/013 of 14 July 1998 on competition;
5. Law No. 096/12 of 5 August 1996 on the framework law on environmental management;
6. Law No. 2018/012 of 11 July 2018 on the financial regime of the State;
7. *Law No. 2016/17 of 14 December 2016 on the Mining Code;*
8. *Law No… of … December 202X to lay down the Finance law of the Republic of Cameroon for the 202(X+1) financial year;*
9. Framework Law No. 2011/012 of 6 May 2011 on Consumer Protection in Cameroon;
10. Law No. 2018/011 of 11 July 2018 on the code of transparency and good governance in the management of public finances in Cameroon;
11. *Decree No. 77-318 of 17 August 1977 on the application of Law No. 75-15 of 8 December 1975 making compulsory construction risks insurance;*
12. Decree No. 2012/075 of 8 March 2012 to organise the Ministry of Public Contracts in its provisions not contrary to the Public Contracts Code;
13. *Decree No. 2001/048 of 23 February 2001 on the setting up, organisation and functioning of the Public Contracts Regulatory Agency and its subsequent amending instruments;*
14. Decree No. 2005/577 of 23 February 2005 laying down the procedures for carrying out environmental impact studies;
15. Decree No. 2011/408 of 9 December 2011 to organise the Government, as amended and completed by Decree No. 2018/190 of 2 March 2018;
16. Decree No. 2014/0611/PM of 24 March 2014 to lay down the conditions for the use and application of the Labour-intensive Approach (HIMO);
17. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code and its implementing instruments;
18. The order to put into force the General Administrative Clauses (GAC) applicable to public works contracts;
19. Order N°0007/A/MINMAP of 31 January 22 to lay down the procedures for awarding and executing framework agreements.
20. The Circular *[to be indicated as necessary]* on the instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the budgets of the State, Public Administrative Establishments, Regional and Local Authorities and other subsidized bodies for the financial year *[to be indicated as necessary]* 
21. *Instruments governing other trades;*
22. Other instruments specific to the field concerned by the contract;
23. The standards in force.

**Article 8: Communication**

All communications within the framework of this framework agreement shall be in writing and the notifications shall be sent to the following addresses:

If the co-contractor is the addressee: Dear Sir/Madam: [To be specified] ............... ...

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

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

After the time limit of 15 days laid down in the GAC for informing the Project Owner or the Delegate Project Owner and the Project Manager of their address, correspondence will be validly sent to the City 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 at the same time to the Contract Manager and to the Engineer.



**Chapter II: Execution of Works**

**Article 9: Nature of the services**

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

**Article 10: Place and Time Limits for Mobilising the Contractor to carry out the Order**

10.1. The place of execution of the work under the framework agreement is: [*To be specified] (in figures and in words).* *The place of execution of the services set out in each Purchase Order may not be different from that of the framework agreement.*

10.2. The mobilisation time-limit for the contractor to execute works covered by this framework agreement is *[To* *be specified in words and figures and may not exceed 03 years]* Days/Months

*The time-limit for each Purchase Order will be specified when it is issued.*

10.3. This period shall run from the date of notification of the service order to commence work relating to each Purchase Order issued by the Project Owner and may not be extended beyond the expiry date of the framework agreement *[or that set out in this administrative order – To be specified].*

10.4. *[Specify if the contract includes one or more tranche(s)]*

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

|  |  |
| --- | --- |
| Tranche | Timeframes (in Months) |
| Firm Tranche |  |
| Conditional tranche 1 |  |
| Conditional tranche n |  |



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

11.1. The Project Owner or the Delegated Project Owner must place the minimum order with the holder of the Framework Agreement, failing which the Co-contractor will be liable for compensation.

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

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

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

11.5. The project owner will protect the co-contractor against any threats, outrage, violence, assaults, insults or defamation to which he may be subjected as a result of or in connection with the discharge of his duties.

**Article 12: Purchase Orders**

12.1. Each order from the Project Owner will be in the form of a Purchase Order sent to the service provider, without negotiation or re-competition and in accordance with the terms and conditions expressly set out in the framework agreement.

12.2. The purchase order must specify exhaustively the services to be provided and indicate the quantities, characteristics, and amounts (unit and total) of the order. It shall be accompanied by an administrative Order to start said deliveries.

**Article 13: Administrative orders**

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

13.1. Once the framework agreement has been notified to the contractor, the project owner or the delegated project owner has fifteen (15) calendar days to sign the works start-up administrative order. This Administrative order is notified to the co-contractor by the Contract Manager within seven (7) calendar days. A copy of the said Administrative order is sent to the Ministry of Public Contracts or its relevant devolved service, to the Regulatory Body, to the Contract Manager, to the Contract Engineer, to the Paying Agency and to the Project Manager, if applicable.

13.2. Administrative orders which affect the amount and/or the deadline of the purchase order are signed by the Project Owner or the Delegated Project Owner or, with their written agreement, by the Contract Manager under the following conditions:

1. Where an administrative order is likely to result in the amount of the purchase order being exceeded, its signature is subject to the Project Owner or Delegated Project Owner providing proof of finances;
2. Where the maximum number of services set by the Project Owner has been reached, any increase envisaged during the period of validity of the framework agreement must be the subject of an amendment, and the additional services can only be paid for after this amendment has been signed by the Project Owner or the Delegated Project Owner.
3. Administrative orders for additional services may be signed by the Project Owner or the Delegated Project Owner and regularised later by means of an amendment, as long as their financial impact is less than ten percent (10%) of the amount of the framework agreement. Their signature is subject to justification of the additional funding by the Project Owner.
4. The overall amount of the amendments is capped at twenty percent (20%) of the amount of the basic Framework Agreement.

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

The prior approval of the Paying Body may be required before the signature of those which have an impact on the amount.

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

13.3. Service orders of a technical nature relating to the normal progress of the works shall be signed directly by the Head of the Contract Manager and notified to the Co-contractor by the Contract Engineer or the Project Manager (if applicable) with a copy to the Minister in charge of Public Contracts, to the Regulatory Body and to the Paying Body and to the Project Manager (if applicable).

13.4. Administrative orders equivalent to formal notice will be signed by the Project Owner or the Delegated Project Owner and notified to the Co-contractor by the Contract Manager, with a copy to the Minister in charge of Public Contracts, to the Body in charge of Regulation, to the Contract Engineer and to the Project Manager (if applicable).

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

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

13.7. The contracting Partner shall have a period of fifteen (15) days to express reservations on any administrative order received. The fact that reservations are made does not exempt the contracting Partner from implementing the administrative orders received.

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

13.9. The contract may include conditional tranches, the execution of which is subject, for each of them, to the possible lifting of the termination clause and to the Co-contractor being notified, by administrative order, of the project owner's decision to continue with the execution of the said tranches. If the Co-contractor has not been notified of this Administrative Order within the time limit set out in article 14 of this contract, the project owner and the Co-contractor shall be released from this obligation for this conditional tranche on expiry of this time limit.

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

**Article 14: Roles and Responsibilities of the Administration’s Contracting Partner**

14.1. The co-contractor shall be responsible for carrying out the work under the supervision of the Project Manager (to be specified if applicable) and in accordance with the rules and standards in force. In particular, it is required to carry out (where applicable) the calculations, tests and analyses, and to determine, select, purchase and supply all the tools, materials, and supplies required to carry out the work. It is obliged to employ all useful staff, whether specialised or not.

14.2. The co-contractor shall be responsible to the Project Owner or The Delegated Project owner for the quality of the materials and supplies used, their perfect adaptation to the needs of the site, the correct execution of the work and the services and work carried out by the approved sub-contractors. It must comply with the legislation in force in Cameroon concerning respect for the environment. He will have to carry out all the work specified in the CCTP and in the texts and directives mentioned in the said document. In particular, it will be obliged to produce a worksite sign in accordance with regulations and to post internal enterprise rules taking into account environmental and social issues.

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

14.4. In the event of a conflict of interest on the part of a member of the assignment team, the co-contractor must notify the project owner in writing and must replace the expert in question who is involved in the project or the contract.

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

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

In this respect, the documents drawn up by the co-contractor during the execution of the contract may only be published or communicated with the project owner’s written agreement.

When the final report is submitted, the co-contractor must return all documents borrowed from the project owner.

14.6 The co-contractor and its associates or subcontractors shall refrain during the term of the contract, and at the end of the contract for [six (6) months], from supplying goods, services or utilities to the project owner arising from or closely related to the services (with the exception of the execution or continuation of the services).

The co-contractor must pay for professional expenses and cover for all risks of illness and accident in the context of his mission.

The co-contractor may not modify the composition of the team proposed in his technical offer without the written agreement of the project owner.

In the case of foreign enterprises, if the Co-contractor is not resident, it must maintain a duly authorised permanent representative in the Republic of Cameroon during the period of execution of the contract.

**Article 15: Contracts with conditional tranches**

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

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

15.2. The period from the date of provisional acceptance of the previous tranche for the signature and notification by the project owner or the delegated project owner of the administrative order to commence a conditional tranche is: *[number of days to be specified if applicable].*

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

**Article 16: Co-Contractor’s Personnel and Equipment**

**16.1.** **Personnel of the enterprise**

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

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

**16.2. Replacement of key personnel**

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

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

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

Any unilateral change made to the proposals for supervisory staff in the technical offer, before and during the works, is grounds for termination of the framework agreement as referred to in Article 42 below or for the application of penalties [To be specified].

Any changes made will be notified to the project owner for prior approval.

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

After written approval from the Project Owner or the Delegated Project Owner, the Contract Manager will ask the co-contractor to remove a person from his workforce, giving the reasons for his request. The co-contractor will ensure that this person leaves the Site within ten days and that he no longer has any connection with the work under the Framework Agreement. If the Project Owner requests the replacement of a member of the team for serious misconduct duly established or for incompetence, the replacement will be made at the co-contractor's expense within a maximum period of fifteen (15) days.

**16.4 Representative of the contractor**

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

This person, who is responsible for managing the work, must have sufficient powers to take the decisions necessary for the proper execution of the project without delay.

**16.5 Labour legislation**

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

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

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

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

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

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

**16.6 Material Proposed in the Offer**

The co-contractor shall use appropriate material of a comparable standard to the specifications of the TF in the execution project for the perfect execution of the services in compliance with standards.

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

**Article 17: Documents to be provided by the Co-contractor**

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

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

a) Within a maximum period of [*To be specified*] from the notification of the administrative order to start the works, the administration’s contracting partner shall submit, in *[To be specified]* copies, for approval [*by the Contract Manager after the opinion of the Project Manager (or Engineer)*] the works execution schedule, his supply schedule, his draft Quality Assurance Plan (QAP) and his Environmental Management Plan, if applicable.

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

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

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

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

The administration’s contracting partner shall then have [*To be specified*] to submit a new project. The Contract Manager or the Project Manager shall then have a period of *[To be specified*] to give his approval or make possible comments. The time limits for approval of the execution project are suspensive of the execution deadline.

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

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

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

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

**17.2 Execution project**

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

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

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

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

**Article 18: Provision of Documents and Worksite**

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

**Article 19: Insurance of structures and civil liability**

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

**19.2 Insurance**

1. Upon notification of the contract, the contract holder must take out an insurance policy with one or more approved insurance enterprises to cover the risks associated with the execution of the services covered by the contract.
2. The following insurance policies are required under this Contract for the minimum amounts, deductibles and other minimum conditions within fifteen (15) days of notification of the contract (*To be specified in accordance with the list below*):

* Third Party Liability Insurance covering the risk of bodily injury to or death of third parties (including the Project Owner's personnel), the risk of loss of or damage to property arising in the course of the execution of the Works during supply or erection or installation; where applicable;
* Site All Risks Insurance covering loss or damage to the Facilities on site, occurring prior to completion of the Facilities, with an extended warranty covering the Co-contractor's liability for loss or damage occurring during the warranty period, for so long as the Co-contractor remains on site to discharge his obligations during the warranty period.
* Insurance covering decennial liability, where applicable.
* Other insurance. Any other insurance that may be specifically agreed between the parties to the contract.

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

**Article 20: Subcontracting**

This *Framework Agreement* may give rise to sub-orders or to part of the work being carried out by sub-contractors in accordance with the procedures laid down by the Code and the General Administrative Clauses applicable to the work, after prior authorisation by the Project Owner or Delegated Project Owner.

Notwithstanding any recourse to a subcontract, the main contractor remains responsible for the discharge of all obligations arising from the contract. The subcontract must comply with the commitments of the principal enterprise. They will carry out their part of the work under the sole and full responsibility of the co-contractor.

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

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

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

**Article 21: Site laboratory and trials**

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

21.1. The trials, if applicable, provided for under this framework agreement shall include: [*to be specified].*

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

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

The costs of these trials and controls shall be borne by the co-contractor.

**Article 22: Site logbook and meetings**

**22.1 Site logbook**

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

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

The co-contractor will be able to record any incidents or observations that may give rise to a claim on his part.

This logbook will be signed jointly by the Project Manager and the co-contractor's representative at each site visit.

In the event of any claim by the co-contractor, in addition to the other documents in the *Framework Agreement,* only the events or documents mentioned in good time in the site logbook may be referred to.

**22.2 Site meetings**

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

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

**Article 23: Use of explosives**

*[Specify possible restrictions or prohibitions].*

**Chapter III: Acceptance**

**Article 24: Documents to be provided prior to technical acceptance**

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

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

2. Notification of acceptance;

3. Copy of the final bond;

4. Copy of insurance, if applicable;

5. Other to be specified.

**Article 25: Provisional acceptance**

**25.1 Preliminary operations to provisional acceptance**

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

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

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

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

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

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

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

**24.2. Provisional acceptance**

The co-contractor is obliged to inform the Contract Manager, at the latest *[To be specified]* days before the end of the contractual period, of the date on which he wishes the work to be accepted.

Provisional acceptance will be pronounced immediately upon completion of the work covered by this contract and after the Pre-Acceptance Operations. After visiting the site, the Committee examines the minutes of the pre-acceptance operations and, if necessary, provisionally accepts the works.

For contracts comprising several tranches, the Project Owner or the Delegate Project Owner will proceed with the provisional acceptance of the works for the tranche in question. This acceptance will 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 and the deadlines before acceptance is granted. If acceptance is not granted, the acceptance report shall specify the reservations to be lifted and the deadlines before acceptance is granted.

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

**24.3 Composition of the Acceptance Committee**

The Acceptance Committee shall be made up of the following members [for information purpose]:

* **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 Manager);
* **Members:**
* The Contract Manager or his representative ;
* The Contract Engineer (if there is a Project Manager) / Rapporteur [if there is no Project Manager];
* The accountant for the Project Owner or the Delegated Project Owner in accordance with the circular implementing the Finance Law for the financial year [To be specified].
* Other members [to be specified];
* **Observer:** The MINMAP representative;
* **Guest:** The Co-contractor;

The members of the Acceptance Committee are convened at least ten (10) days before the date of acceptance. The Co-contractor or the Service Provider is invited to the reception by post at least ten (10) days before the date of the reception. He must attend (or be represented). The absence of the Contractor or Service Provider is equivalent to unreserved acceptance of the conclusions of the Acceptance Committee.

**25.4. Partial Acceptances** *[Indicate if partial acceptances are provided].*

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

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

**25.6 Taking possession of the works**

Any takeover of the works must be preceded by partial or provisional acceptance. However, in the event of an emergency, possession may be taken prior to acceptance, subject to the establishment of a joint statement of condition.

**25.7: Rejection**

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

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

In the event of rejection, the Co-contractor must reimburse the advances and down-payments already received.

**Article 26: Documents to be provided after execution**

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

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

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

**Article 27: Contractual Guarantee / Maintenance during the Guarantee Period**

**27.1.: Guarantee Period**

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

The Co-contractor shall guarantee that the equipment delivered (if applicable) in execution of the contract is new and that the work has been carried out in accordance with good practice and the required standards.

**27.2: Maintenance during the Guarantee Period**

During the guarantee period, the co-contractor will carry out, at his own expense and in good time, all the work and repairs necessary to maintain the work in good condition, i.e. to ensure, within ten (10) days of notification of the defect by the Administration and at the place of use, the restoration of the work to its original condition for all defects or subsequent repairs to remedy all the disorders caused by any defects that may appear in the works and equipment, where applicable, and reported by the Contract Manager or the Project Manager, where applicable.

If, after provisional acceptance, the co-contractor has not complied within fifteen (15) days with the requirements of a service order concerning any repairs or repairs, the Contract Manager will be entitled to have them carried out by his own workers or by another contractor and to recover the amount at the co-contractor's expense by deduction from any sums due or guarantees issued under the contract.

**Article 28: Final acceptance**

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

28.2. The Project Manager [*shall or shall not]* be a member of the committee.

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

28.4. The contract is definitively closed under the conditions set out in article 38 paragraph 4 of this SAC *concerning the General and Final Accounts*.

**Article 29: Legal Guarantee**

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

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

**Chapter IV: Financial Clauses**

**Article 30: Framework Price**

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

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

**Article 31: 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 of Finance, in accordance with the text in force, or by documentary credit.

Payments under this Framework Agreement will be made by bank transfer in the name of the co-contractor in the following manner:

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

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

**Article 32: Guarantees and Bonds**

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

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

***32.1: Final Bond***

1. It shall be constituted and sent to the Contract Manager within a maximum of twenty (20) calendar days from the date of notification of the contract and, in any case, before the first payment.
2. The amount is set at: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[To be specified. It is between 2 and 5% of the amount of the contract including VAT, increased, where applicable, by the amount of any riders*].
3. The guarantee shall be expressed in the currency or currencies of the Framework Agreement, or in a freely convertible currency satisfactory to the Project Owner or Delegated Project Owner, and shall follow one of the models provided in the Tender File, as specified by the Project Owner or Delegated Project Owner in the SAC, or any other document satisfactory to the Project Owner or Delegated Project Owner.
4. The substitution methods of the security are provided for in Article 140 of the Public Contracts Code.
5. The final bond will be returned consecutively by the project owner or the delegated project owner within a period of one month following the date of provisional acceptance of the works, following a release issued by the Project Owner or the Delegated Project Owner at the request of the co-contractor.
6. Small and medium-sized enterprises with national capital and management as well as civil society organisations may produce, instead of the bond, either a certified cheque, or a bank cheque, or a legal mortgage, or a guarantee from a banking institution or an approved financial organisation in accordance with regulations in force.

***32.2: Start-up Advance Bond***

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

***32.3. Performance bond*** *(in replacement of retention bond)*

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

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

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

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

**Article 33: Price Variation**

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

Advance payments on account made to the co-contractor are not subject to revision.

33.2 Price updating conditions (if applicable).

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

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

**Article 34: Price Revision Formulae**

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

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

**Article 35: Price Updating Formulae**

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

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

**Article 36: Works executed under State supervision**

36.1. The co-contractor shall be bound to make available to the Project Owner or the Delegated Project Owner, the labour, materials, tools and all the necessary means that he may need to ask him to carry out some works on his own, provided that the request is made to him at least eight (8) days in advance and that it is related to the subject of the contract.

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

36.2 In the event of a duly established default by the Administration's contracting partner, the Project Owner or Delegated Project Owner may, failing to terminate the contract, and after obtaining the express authorisation of the Authority in charge of Public Contracts, order the work to be carried out in whole or in part at the expense and risk of the said contracting partner. *[Refer to the separate instrument of the Authority in charge of public contracts laying down the conditions for executing works under State supervision.]*

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

**Article 37: Valuation of supplies**

37.1. Advance payments for supplies may be granted in respect of expenditure incurred for the execution of works, supplies or services which are the subject of a contract. The terms of payment of such advances are set out in the Public Contracts Code.

37.2 No security is required for advance payments on supplies.

37.3 In all cases, the administration's co-contractor is responsible for the safekeeping of the materials which have given rise to an advance on supplies until acceptance of the works.

**Article 38: Advances**

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

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

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

38.4 As the advances are reimbursed, the project owner or the Delegated Project Owner shall release the corresponding part of the guarantee, at the express request of the administration’s co-contractor.

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

**Article 39: Payment of Works**

**39.1: Ascertainment of Works Executed**

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

**39.2:** **Provisional Payments on Account**

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

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

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

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

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

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

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

**39.3 Final Detailed Account**

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

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

This draft final detailed account, once accepted or corrected by the Project Manager, becomes final. It is used to prepare the advance payment for the balance of the contract, established under the same conditions as those defined for preparing the monthly payment on account.

39.3.2 *[indicate the period of time available to the Contract Manager to notify to Project manager the corrected and accepted draft (maximum 1 month)].*

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

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

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

**39.4 General and Final Detailed Account**

**39.4.1** *[Indicate the period of time available to the Contract Manager or the Project Manager to prepare the general and final detailed account to the administration’s contracting partner after the final acceptance (maximum 1 month)]*

At the end of the guarantee period, which gives rise to the final acceptance of the works, the Contract Manager shall prepare the general and final detailed account of the contract and has it signed jointly by the contracting party and the Project Owner or Delegated Project Owner. This detailed account shall include:

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

**The signing of the general and final detailed account without reservation by the contractor binds the parties completely and puts an end to the contract, and releases the Project Owner and the Delegated Project Owner from any obligations, except as regards interests on overdue payments.**

**39.4.2** [*Indicate the period of time within which the contractor must return the signed general and final detailed account (maximum 1 month)].*

*The transmission of the general and final detailed account to the paying body for payment is subject to MINMAP prior endorsement. For this purpose, a copy of the corresponding job cost sheet and all the provisional detailed accounts must be sent to him beforehand or handed to his representative on the site, as appropriate.*

The deadlines and conditions for signing and handling disagreements are the same as for the final detailed account.

**Article 40: Default interests**

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 overdue;

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 41: Penalties**

A. Penalties for delay

41.1. In the event of overrun of the contractual deadline attributable to the contract holder, he shall be liable to a delay penalty, the amount of which shall be fixed as follows:

1. One two thousandth (1/2000th) of the initial contract price, all taxes inclusive per calendar day overrun from the first to the thirtieth day beyond the contractual time limit set by the contract;
2. One thousandth (1/1000th) of the initial contract price, all taxes inclusive of tax per calendar day overrun beyond the thirtieth day.

41.2. For conditional tranche contracts, the deadlines and amounts to be taken into account are those of the tranche considered.

B. Specific penalties [amount and method of calculation to be specified].

41.3. Irrespective of penalties for contractual time limit overrun, the Contractor shall be liable to the following specific penalties for non-compliance with the provisions of the contract, notably:

* Late submission of the final bond (amount or modalities to be defined);
* Late submission of insurance (amount or modalities to be defined);
* Late submission of the execution project provided that the delay is attributable to the administration’s contracting partner (amount or modalities to be defined);
* Others, to be specified by the Project Owner (amount or modalities to be defined).

41.4. In any case, the cumulative amount of the penalties shall not exceed ten percent (10%) of the amount of the initial contract and its amendments, all taxes inclusive, when need be, under risk of termination.

The Project Owner or Delegated Project Owner shall decide the deferment of penalties only after the favourable opinion of the body in charge of the regulation of Public Contracts.

**Article 42: Payment in the event of a Group of Enterprises and Subcontracting**

42.1. In the event of several group of enterprises, payments shall be made into the account indicated in the tender either in the name of the group or in the name of the authorised representative [*To be specified as appropriate*].

In the case of a joint group, payments shall be done into the different accounts of the co-contractors in the following manner: *[to be specified if applicable*].

42.2. Any payment on account for services provided by subcontractors shall be subject to the execution of the services provided for in the contract, and accepted subject to proof of payment by the Administration’s contracting to the subcontractors.

The main enterprise shall have a deadline of not more than 30 (thirty) working days as from the date of payment of the works executed and accepted to pay the sub-contractor.

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

**Article 43: 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 …. to lay down the Finance Law of the Republic of Cameroon for the………………..financial year and the General Tax Code which define the modalities for the implementation of the Public Contracts tax regime

The tax regime applicable to this contract notably comprises:

* Tax and duties relating to industrial and commercial benefits, including the AIR which constitutes a deduction on corporate tax;
* Registration fees calculated in accordance with the stipulations of the Tax Code;
* Dues and taxes attached to the execution of the services provided for by the contract:
  + - * Fees and taxes for entry in the Cameroon territory (customs duties, VAT, computer tax);
      * Council dues and tax;
      * Dues and taxes on the extraction of materials and water.

These elements should be included in the charges the contracting partner incorporates in his intervention costs and constitute one of the elements of the sub-detail of prices tax exclusive.

The price all taxes inclusive (ATI) means VAT included.

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

**Article 44: Stamp and registration of cont****racts**

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

**Chapter V: Miscellaneous Provisions**

**Article 45: Exclusivity**

The holder of the Framework Agreement is granted exclusivity by the Project Owner or the Delegated Project Owner for the requirements covered by the Framework Agreement.

**Article 46: Termination of the contract**

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

1. death of the contract holder. In this case, the Project Owner or Delegated Project Owner may, if necessary, authorise that the proposals submitted by the rightful claimants be accepted for the continuation of the services;
2. Bankruptcy of the contract holder. In this case, the Project Owner may accept, if appropriate, the proposals that may be submitted by the creditors for the continuation of the services;
3. judicial liquidation, if the Administration’s contracting partner is not authorised by the court to continue running his enterprise;
4. in the event of subcontracting, co-contracting or subsidiary orders without the prior authorisation of the Project Owner or Delegated Project Owner;
5. Default by the Administration’s Contracting Partner duly established and notified by the Project Owner or the Delegated Project Owner by administrative order serving as formal notice after evaluation and the default established;
6. Failure to comply with labour laws and regulations;
7. significant price variation under the conditions laid down in the General Administrative Clauses, following the modification of the economic conditions or the initial quantities of the contract;
8. Fraudulent schemes and corruption duly established.

46.2. The contract may also be terminated under the conditions stipulated in GAC, notably in the event of:

* Delay in the execution of works resulting in penalties beyond 10% of the amount of works VAT included;
* Adjournment or prolonged stoppage decided by the Project Owner or the Delegated Project Owner;
* Persistent non-payment of services;
* Refusal to repair poorly executed works;

46.3. The contract may also be terminated without fault on the part of the holders, in particular in one of the following cases:

* Force majeure and after the opinion of the Authority in charge of public contracts has been obtained, in the absence of any liability on the part of the administration's co-contractor, without prejudice to any compensation to which the latter may be entitled;
* Persistent non-payment of services.
* Reason of general interest.

**Article 47: Case of Force Majeure**

The holder of the contract shall not be held responsible for delays attributable to force majeure. In such a case, the contractor shall notify the Project Owner or the Delegated Project Owner in writing within [specify number of days] of the occurrence of the event of force majeure and shall provide an estimate of the resulting delays. Each time a case of force majeure causes a delay, the contractor will be entitled, if the project owner deems it appropriate, to an extension of the deadlines.

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

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 millimetres in 24 hours;*
* *Wind: 40 metres per second;*
* *Flood: the flood of decennial frequency.*

**Article 48: Disputes and litigation**

Disputes or litigation arising from the execution of this contract may be settled amicably.

Where no amicable solution is found for the dispute, it shall be brought before the competent Cameroonian Court, subject to the following provisions: [*To be filled, if applicable*].

**Article 49: Production and dissemination of this Framework Agreement**

Drafting or arranging the framework agreement constituent documents shall be done by the Project Owner. The reproduction cost of *[Twenty (20)]* copies of this framework agreement to be subscribed by the contractor shall be borne by the Project Owner or the Delegated Project Owner.

**Article 50 and last: Validity and Entry into force of the Framework Agreement**

This framework agreement shall only become final after being signed by the Project Owner or Delegated Project Owner. It shall enter into force upon notification to the administration’s contracting partner. /-

**DOCUMENT No. 15:**

**SPECIAL TECHNICAL CLAUSES (STC)**

**Note on the preparation of the Special Technical Clauses**

*(This note relating to the preparation of the Special Technical Clauses is uniquely for information to the Project Owner or Delegated Project Owner or the persons who shall prepare and finalise the Tender File and must not feature in the final documents).*



**Principles to be followed**

1. For bidders to be able to respond realistically and competitively to the conditions set by the Project Owner or Delegated Project Owner, and without having to qualify or attach special conditions to their bids, a set of clear and precise Technical Specifications and drawings is required. In the case of an International Invitation to Tender, these specifications and plans 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 works, materials and services covered by the Contract. Only in this way can the objectives of economy, efficiency and fairness in the award of the Contract be achieved, the conformity of tenders ensured and the subsequent evaluation of tenders facilitated. The Special Technical Conditions shall require that all supplies and materials required for the execution of the Works shall be new, unused and of the latest or current design and, unless otherwise specified in the Contract, shall incorporate all the latest improvements in design or materials.

2. In principle, most of the Special Technical Specifications are chosen and defined by the Project Owner or Delegated Project Owner according to the work planned 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 restrictive. In specifying the criteria to be met by the works, materials and services covered by the Contract, internationally recognised criteria should be used wherever possible. If other particular criteria are used, the specifications shall state that types of supplies, materials and works meeting other generally accepted criteria and capable of providing a level of quality equal to or better than that intended by the criteria mentioned shall also be acceptable.

The Special Technical Clauses shall particularly include detailed information concerning the following factors:

i. Description and nature of works and structures;

ii. Organisation of the site and preparatory works;

iii. Origin, quality and preparation of materials;

iv. Method of execution of works.

**Technical variants (To be specified according to orders)**

**Drawings and Files**

3. The Tender File shall normally include a series of drawings and files including among others, a site plan indicating the location of the site in relation to the local geography. An indication of the main roads, airports, railways and electricity network is also useful. Construction plans, even if they are not detailed, must provide sufficient information to enable bidders understand the nature and complexity of the works envisaged and be able to cost the prices requested in the schedule of prices and Detailed Quantities and cost estimate.

4. In general, the drawings and files shall be put together in a specific section of the Tender File and in the form of a separate volume; of a format that may be different from the other documents of the file. This format shall be dictated by the scale of the maps and drawings that must not be reduced to the point of rendering the details unreadable.

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**DOCUMENT No. 16:**

**MODELS OF FORMS OR DOCUMENTS TO BE USED BY PARTIES TO THE FRAMEWORK AGREEMENT**

## APPENDIX NO. 13: FINAL BOND MODEL

Financial body:

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

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

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

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

Whereas it is stipulated in the contract that the Supplier shall entrust to the Project Owneror the Delegated Project Owner a final bond, of an amount equal to [indicate the percentage included between 2 and 5 %] of the amount of the tranche of the corresponding contract, as guarantee of execution of his obligations of good end in accordance with the terms of the contract,

Whereas we have agreed to give the Supplier this guarantee,

We,*……………............................................[name and address of the bank]*, represented by *…………….................... ...................................................................... [names of signatories]*,

hereinafter referred to as “the financial body”, we commit ourselves to pay to the Project Owner or the Delegated Project Owner, within a maximum deadline of eight (8) weeks, upon simple written request of the latter declaring that the Supplier or service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to differ the payment nor raise any contests for whatever reason, any sum up to the sum of *……………........................................... [in figures and in words]* .

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

This final bond shall enter into force as soon as it is signed and upon notification of the contract. The bond shall be released within a deadline of (*indicate the deadline*) from the date of the provisional acceptance of the supplies.

Beyond the deadline referred to above, the bond shall be baseless and should be automatically returned to us without any room for complaint.

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

This final bond shall, for the purpose of its interpretation and execution be subject to Cameroon Law. Cameroon courts shall be the sole jurisdictions competent to rule on this commitment and its consequences.

*Signed and authenticated by the financial body*

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

*[Bank’s signature]*

**APPENDIXNO. 14: START-UP ADVANCE BOND MODEL**

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

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

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

*[Address of the Project Owner or the Delegated Project Owner]* hereinafter referred to as “the Project Owner or the Delegated Project Owner”

We, the undersigned (financing body, address), hereby declare, to guarantee, on behalf of: *……………....................................... [the contract holder]*,

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

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

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

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

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

*Signed and authenticated by the financial body*

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

*[signature of the financial body]*

**APPENDIX NO. 15: MODEL OF PERFORMANCE BOND IN REPLACEMENT**

**OF THE RETENTION BOND**

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

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

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

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

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

Whereas ………….................................................................name and *address of the supplier or service provider]*, hereinafter referred to as “the Supplier”, commits himself, in execution of the framework agreement, to deliver the supplies of [*indicate the subject of the services*]

Whereas it is stipulated in the contract that the retention bond set at *[percentage below 10% to be specified]* of the amount of the framework agreement all taxes inclusive may be replaced by a several guarantee,

Whereas we have agreed to provide the Supplier with this bond,

We, …........................... *[address of the financial body]*, represented by …...........................*names of the signatories]*, and hereinafter referred to as “financial body”

Hence, we hereby affirm that on behalf of the Supplier or Service Provider, we guarantee and are responsible to the Project Owner or the Delegated Project Owner for a maximum amount of …………....................... *[in figures and in words]*, corresponding to *[percentage below 10% to be specified]* of the framework agreement price(10)

And we commit ourselves to pay the Project Owner or the Delegated Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the supplier did not fulfil his contractual obligations or is indebted to the Project Owner or the Delegated Project Owner within the contract amended if applicable by its amendments, without being able to differ the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to *[percentage below 10% to be specified*] of the total amount of works featuring in the final detailed account), without the Project Owner or the Delegated Project Owner prove or give the reasons nor the reason for his request of the amount of the sum indicated above.

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

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

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

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

*Signed and authenticated by the financial body*

*at…………….,on …………………*

*[signature of the financial body]*

*(10)Case where the bond is established once works start and covers the total guarantee, that is 10% of the framework agreement****.***

APPENDIX no. 16: PURCHASE ORDER MODEL

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

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*[Indicate the Project Owner]*

*----------*

RÉPUBLIQUE DU CAMEROUN

Paix–Travail–Patrie

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*[Indiquer le Maître d’Ouvrage]*

*----------*

**PURCHASE ORDER No. of**

**Awarded through the Framework Agreement No. \_\_\_\_\_\_\_\_/BC//PO or DPO/TB/20**

**HOLDER OF THE PURCHASE ORDER**: *[specify the holder of the purchase order]*

P.O. Box: , Phone Fax:

RCCM No.\_\_\_\_\_\_\_\_\_\_\_\_\_; Taxpayer No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUBJECT OF THE PURCHASE ORDER: (indicate the subject of the purchase order)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Reference** | **Description** | **Quantity** | **Unit Price VAT excl.** | **Total price VAT excl.** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | **OVERALL TOTAL TAX EXCL.** |  |
|  |  |  |  | **TOTAL VAT** |  |
|  |  |  |  | **AIR / Income Tax** |  |
|  |  |  |  | **TOTAL INCL. VAT** |  |
|  |  |  |  | **Net to be paid** |  |

Terms of delivery *(Specify place and time)*:

*Signature* of the PO/DPO or his Representative

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

1. Each lot shall be the subject of a framework agreement with a contractor. [↑](#footnote-ref-1)
2. *The purpose of these criteria is to appreciate the compliance of administrative documents, technical bid and financial proposal with the conditions set out in the Tender File in order to award the contract.* [↑](#footnote-ref-2)
3. Chaque lot fait l’objet d’un Accord-cadre avec un entrepreneur. [↑](#footnote-ref-3)
4. *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-4)
5. 2 Months are counted from the start of the mission. For each agent, indicate separately whether he or she is posted at head office or in the field. [↑](#footnote-ref-5)
6. 3 Field work means works that are not executed in the consultant’s head office. [↑](#footnote-ref-6)