

[PROJECT OWNER OR DELEGATED PROJECT OWNER]

[CONTRACTING AUTHORITY]

[TENDERS BOARD]

Tender File *[National] [Open or Restricted] No...../[Type : ONIT or RNIT]*
CONTRACTING AUTHORITY /PO/TB *[Financial year] of [Date of signature of
the tender notice]*

for *[Subject of the invitation to tender]*

FINANCING:

BUDGET HEAD:

[N.B.: *This file prepared by ARMP, should be considered as a framework designed to help Project Owners and Delegated Project Owners to mount their Tender Files according to the models made enforceable by the Prime Minister, Head of Government.*

For the proper use of this file, it is imperative to refer to information notes, footnotes and examples in the physical documents which are available at the Head Office and Regional Centres of the Public Contracts Regulatory Agency].

Preface

This model tender file has been prepared by the Public Contracts Regulatory Agency (ARMP) for Contracting Authorities, Project Owners and Delegated Project Owners for the award of imported supplies contracts.

It includes:

Document No. 1: *The letter of invitation to tender applicable for restricted invitations to tender;*

Document No. 2: *The tender notice in English and French signed by the Contracting Authority*

Document No. 3: *The General Regulations of the invitation to tender which include the model clauses that are not to be modified.*

Document No. 4: *The Special Regulations of the invitation to tender containing the provisions of document No. 2 which have to be supplemented or specified within the context of the invitation to tender concerned.*

Document No. 5: *Special Administrative Conditions (SAC) which treat the execution of the contract and the related payments;*

Document No. 6: *A description of the supplies including the list of supplies and ancillary services, the delivery calendar, the technical specifications and for complex projects, plans of the supplies and ancillary services, inspections and acceptance trials;*

Document No. 7: *The Schedule of quantities and prices/delivery calendar of supplies based on standardised contractual terms (INCOTERMS);*

Document No. 8: *The Schedule and execution calendar of ancillary services*

Document No. 9: *The model contract;*

Document No. 10: *Model forms to be used by the bidders;*

Document No. 11: *Forms for preliminary studies to be filled by the Project Owner or Delegated Project Owner;*

Document No. 12: *The list of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts, to be inserted by the Contracting Authority.*

After insertion of specific details in the indicated places and suppression of non appropriate alternative provisions, the document can be used once the Contracting Authority is sure of the absence of any contradiction or conflict between the clauses on the same subject.

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

- a) Special information such as the name of the Contracting Authority, the Project Owner or address for the withdrawal of the Tender File must feature in the tender notice and in the Special Regulations of the invitation to tender. The final document must not include blanks and alternative provisions.*
- b) Footnotes or those in italics in the tender notice, the Special Regulations, the Special Administrative Conditions, price and quantity schedule are not part of tender file; but they contain instructions which the Contracting Authority or must strictly follow. The final document must not contain any footnote.*
- c) Forms included 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 or the supplier.*
- d) Criteria for the qualification of candidates and evaluation of bids as well as the various methods of evaluation featuring in the General Regulations must be the subject of profound examination. Only those retained for the contract under consideration must be preserved and, where need be, developed in the Special Regulations of the invitation to tender or in the technical specifications, as the case may be. This is done with the understanding that the inapplicable criteria are withdrawn from the final version of the Special Regulations.*

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Document No. 1:
Letter of Invitation to Tender

Note on the letter to pre-qualified candidates

A pre-qualification procedure must always be carried out for major or specialised supplies.

In case of restricted invitation to tender, once the pre-qualification report written by the collaborators of the Project Owner or Delegated Project Owner as well as the draft tender file including the proposed restricted list are approved by the competent Tenders Board, the tender notice is published in lieu of the pre-qualification result. Concomitant with this publication, letters of invitation to tender are addressed to the retained candidates.

Letter of Invitation to Tender

[Valid for restricted invitations to tender]

Date: _____

A: [Name and address of supplier]

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

Sir/Madam,

1. We are pleased to inform you that you have pre-qualified for the project referred to above and have consequently been authorised to tender [for the following lots].
2. We are hereby inviting you as well as all the other pre-qualified competitors to tender for the execution of the contract mentioned in the reference (or the contracts mentioned in the reference. You may tender for one or several lots or for all the lots for which you have pre-qualified).
3. A complete set of the tender file may be consulted and withdrawn against payment of a non-refundable sum of [indicate the amount in CFA francs, at the following service [indicate the service concerned, its location and full address].
4. All bids must include a bid bond of [amount in CFA francs] or of an equivalent amount in a freely convertible currency and must be handed over to [indicate the exact address and location] not later than [time] on [date]. The bids shall immediately be opened in the presence of representatives of bidders who desire to attend the opening session.
5. This invitation to tender is addressed to the candidates in the following restricted list:

No.	Names of pre-qualified suppliers	Addresses
1		
2		

6. Candidates on the restricted list may [may not] do joint bidding.
7. Please acknowledge receipt of this letter to the following address [to be specified] and within a deadline of _____ days from the date of receipt of this letter and indicate if you do not intend to tender.

Yours Sincerely,

[Date and place of signature]

[Signature, name and stamp of the Contracting Authority]

Copies:

- ARMP (for publication and archiving)
- MINMAP
- Chairpersons of Tenders Board concerned
- Notice boards (for information)

Document No. 2: Tender Notice

Note on the Tender Notice

The tender notice in English and French furnishes information which the potential candidates may need to decide to purchase or consult a Tender File (TF) in view of possibly presenting a bid. Besides the essential information contained in the Tender File, it must indicate any important criteria used for the qualification of candidates.

The information contained therein must be in accordance with that of the rest of the Tender File and in particular with that featuring in the Special Regulations 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 candidats éventuels ont besoin pour décider d'acquérir le Dossier d'Appel d'Offres (DAO) ou le consulter, en vue de présenter une éventuelle offre. Outre les informations essentielles contenues dans le Dossier d'Appel d'Offres, il doit indiquer tout critère essentiel 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'Offre

TENDER NOTICE

[Open or Restricted] International invitation to tender No. _____ [OIIT, RIIT] [CA/PO /TB/
[Financial year] of
[Date of signature of the tender notice] for [Subject]

1. Subject of the invitation to tender:

Within the framework of [to be specified] the [Contracting Authority] hereby launches an invitation to tender [type of invitation to tender] for [subject of the invitation to tender].

[Specify in case of Restricted Invitation to Tender that "This invitation to tender is as a result of a call for Expression of Interest No. _____ of _____ published on _____ in _____]

2. Nature of services

The services of this contract comprise notably: (supply of equipment, transportation, handling, setting up and acceptance, where appropriate to be indicated by the Contracting Authority or Project Owner).

3. Execution deadline

The maximum deadline provided by the Project Owner or Delegated Contracting Authority for the delivery of the supplies forming the subject of this invitation to tender is [indicate the deadline per lot, where necessary].

4. Allotment

The supplies are divided into..... lots defined as follows:

5. Estimated cost

The estimated cost after preliminary studies is..... [in case of lots, indicate the cost per lot]

6. Participation and origin

Participation in this invitation to tender is open to [specify the quality of the bidders concerned] or is restricted to [list of the pre-qualified]

7. Financing

Supplies which form the subject of this invitation to tender shall be financed by [funding source] _____ financial year, budget head No. _____ .

8. Consultation of tender file:

The file may be consulted during working hours at [place of consultation of tender file (service, door number, post box, telephone, fax, e-mail)] as soon as this notice is published.

9. Acquisition of tender file:

The file may be obtained from [place of obtention of tender file (service, door number, post box, telephone, fax, e-mail)] as soon as this notice is published against payment of the sum of _____ CFA francs, payable at [place of payment of purchase fees].

10. Submission of bids:

Each offer drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, should reach [place of registration of offers] not later than [deadline for receipt of offers] at [time-limit] and should carry the inscription:

Open National (Open or Restricted) invitation to tender No. _____ Type: ONIT, RNIT] Contracting Authority] TB [Financial year] of [date of signature of tender notice] for [subject of invitation to tender]
"To be opened only during the bid-opening session"

11. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of [indicate the fixed sum in CFA francs for each lot, if need be. It is set at 2 % of the estimated amount, all taxes inclusive, of the contract in accordance with the Order in force, the Contracting Authority] and valid for thirty (30) days beyond the date of validity of bids.

12. Admissibility of bids:

Subject to being rejected, documents in the administrative file must include only originals or true copies certified by the issuing service or competent administrative authorities in accordance with the Special Regulations of the invitation to tender. These documents must be less than three (3) months old or established after the signing of the tender notice.

Any bid not in conformity with the prescriptions of the Tender File shall be declared inadmissible. Especially the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance or the non respect of the models of the tender file documents shall lead to a pure and simple rejection of the bid.

13. Opening of bids:

The bids shall be opened [in single or two] phase(s). (*The opening of all bids in a single phase is carried out where the qualification criteria do not pose any problem in their application*).

The opening of administrative documents and the technical [and/or] financial bids [technical and financial if the opening is single phase, technical only if the opening is two-phased] on _____ at _____ o'clock local time by the Tenders Board of [Contracting Authority] situated at _____

Only bidders may attend or be represented by a duly mandated person..

[*The start of the bid-opening session must not be later than one hour after the time-limit for the submission of bids as specified in the Tender File*]

14. Evaluation criteria

[*The aim of these criteria is to identify and reject incomplete bids or bids not in compliance with the essential conditions laid down in the Tender File relating especially to admissibility of administrative documents, compliance of the technical bid with the technical specifications in the Tender File and the qualification of candidates*].

14.1 Eliminary criteria

[These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. The non respect of these criteria shall lead to the rejection of the bid by the bidder]. They include notably:

- Absence of bid bond ;
- False declaration or falsified document;
- Non-compliance with major technical specifications of the supply ((to be listed);
- Non respect of X essential criteria (X being greater than or equal to 1);
- Absence of quantified unit price ;
- Non-compliance with the model tender;
- Absence of prospectus accompanied by the technical sheets from the manufacturer;
- Absence of agreement or authorization from the manufacturer, where applicable.

14.2 Essential criteria

[The so-called essential criteria are those primordial or key used to judge the technico-financial capacity of candidates to execute the services or deliver the supplies forming the subject of the invitation to tender].

The criteria relating to the qualification of candidates could indicatively be on the following:

- Turnover:
- Availability of spare parts (where applicable);
- After-sales service;
- Presentation of bid;
- Experience of staff (where applicable);
- Access to a credit line or other financial resources (where necessary);
- Availability of essential material and equipment (where necessary).

[Indicate the main qualification criteria which show that the bidders have the technical capacities and required resources to execute the contract fully. These criteria are given in detail in article 6(1) of the Special Regulations of the invitation to tender]

[The marking scale for offers by award of points is proscribed in favour of the binary method (yes or no)].

15. Award

The Contracting Authority must indicate in the Special Regulations the conditions to be fulfilled to be a preferred bidder

[In case of lots, indicate the maximum number of lots a candidate may be awarded]

16. Validity of offers

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

17. Complementary information

Complementary information may be obtained during working hours from *[service, door number, post box, telephone, fax, e-mail]*.

[Place and date of signature]

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

Copies:

- MINMAP
- ARMP
- Project Owner concerned
- Chairpersons of TB concerned
- Notice boards

Document No. 3:
General Regulations of the
Invitation to Tender

Note on the General Regulations of the Invitation to Tender

The aim of document No. 3 is to provide bidders with the information they need to prepare their offers in compliance with the conditions laid down by the Contracting Authority.

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

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

Considering the importance of the contractual terms standardised in the establishment of prices of supplies, the model general conditions are recalled as follows:

1. Incoterms for maritime transportation

CIF: Cost, Insurance Freight, agreed named destination.

DES: Delivered Ex Ship, named destination.

DEQ: Delivered Ex Quay, named destination, duties paid.

FAS: Free Alongside Ship, named loading port.

FOB: Free On Board, named loading port.

CFR: Cost and Freight, named destination.

2. Incoterms for all modes of transport

CIP: Carriage and Insurance paid to up named destination.

DDU: Delivered Duty unpaid up to named destination.

DDP: Delivered Duty paid at named destination.

EXW: Ex Works, named destination.

FCA: Free carrier, named destination.

CPT: Carriage Paid to named destination.

DAF: Delivered at Frontier, named destination.

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General Regulations of the invitation to tender

A. General

Article 1: Scope of offer

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender, hereby launches an invitation to tender in view of obtaining the supplies and ancillary services briefly described in the Special Regulations of the invitation to tender and specified in the Supplies Descriptive as well as in the Schedule of Quantities. The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender. Hereafter reference is made to it under the theme “supplies”.
- 1.2 The bidder retained or the successful bidder must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to start the delivery of the supplies or that set in the said Administrative Order.
- 1.3 In this Tender File the terms “Project Owner” and “Delegated Project Owner” are interchangeable and the term “day” means a calendar day.

Article 2: Financing

The source of financing of the supplies forming the subject of this invitation to tender shall be specified in the Special Regulations of the invitation to tender.

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and their contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle, the Contracting Authority:

- a) defines, within the context of this clause, the following expressions in the following manner:
 - i. Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - ii. is involved in “fraudulent manoeuvres” whoever deforms or distorts facts in order to influence the award or execution of a contract;
 - iii. “collusive practices” mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;

- iv. “coercive practices” mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract;
 - v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.
- b. The Contracting Authority shall reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices in the award of this contract.

3.2 The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non authentic documents in his offer, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed to compete

4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the invitation to tender is addressed to all suppliers, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

A bidder shall be judged to be in a situation of conflict of interest if he:

- i) is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed

according to commercial laws and (iii) not under the direct or indirect supervisory authority of the Contracting Authority.

Article 5: Supplies and ancillary services meeting the criteria of origin

5.1 All supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2 Within the meaning of this clause, the term “supplies” shall refer to products, raw materials, machines, equipment and industrial installations; and the term “ancillary services” shall notably refer to services such as insurance, installation, training and initial maintenance.

5.3 The term “originate” shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

Article 6: Qualification of bidder

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

- (a) submit a power of attorney making the signatory of the bid bound by the offer; and
- (b) furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

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

- (i) The production of certified balance sheets and recent turnover;
- (ii) access to a credit line or availability of other financial resources;
- (iii) orders acquired and contracts awarded;
- (iv) pending litigations; and
- (v) availability of indispensable equipment.

6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;

- b. The offer and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (*joint or several*) must be specified and justified with the production of a joint venture agreement in due form;
- d. The member of the group designated as the representative shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

6.3 Bidders should equally present sufficiently detailed proposals to demonstrate that they conform to the technical specifications and delivery time limits set in the Special Regulations of the invitation to tender.

6.4 Bidders seeking to benefit from a margin of preference must furnish all the information required to prove that they meet the eligibility criteria described in article 35 of the General Regulations.

B. Tender File

Article 7: Content of Tender File

7.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the addenda published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The letter of invitation to tender applicable to restricted invitations to tender
Document No. 2	The tender notice in English and French signed by the Contracting Authority
Document No. 3	The General Regulations of the invitation to tender which has model clauses that are not to be modified;
Document No. 4	The Special Regulations of the invitation to tender containing provisions of documents No. 2 which should be completed or specified within the context of the invitation to tender concerned
Document No. 5	The Special Administrative Conditions which deal with the execution of the contract and the related payments;

Document No. 6	The description of the supplies which includes: <ul style="list-style-type: none"> - The list of the supplies and ancillary services; - Delivery and completion calendar; - Technical specifications and for complex projects; - Plans of the supplies and ancillary services; - Acceptance trials and inspections.
Document No. 7	The framework of Unit Price and Quantity Schedule/delivery calendar based on standard contractual terms (INCOTERMS);
Document No. 8	Framework of execution calendar of services and ancillary services;
Document No. 9	Model contract;
Document No. 10	Models to be used by bidders;
Document No. 11	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

7.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender file. It is up to him to furnish all the information requested and prepare a bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his bid.

Article 8: Clarifications on the Tender File

8.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (telex or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty-one (21) days for international invitations prior to the deadline for the submission of the offers.

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

8.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Contracting Authority.

8.3 The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

It must reach the Contracting Authority not later than fourteen (14) days before the opening of bids.

8.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to the body in charge of the regulation of public contracts.

Article 9: Amendment of the Tender File

9.1 The Contracting Authority may at any moment prior to the deadline for the submission of offers and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

9.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 7.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Contracting Authority.

9.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 23.3 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 10: Tender fees

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

Article 11: Language of bid

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

Article 12: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

b.2 Technical proposals

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

- A detailed description of the technical characteristics, performance, makes, models and references of the materials proposed including technical prospectuses in accordance with article 17 of the General Regulations;
- The calendar, schedule and delivery deadline.

b.3 Proof of acceptance of conditions of the contract

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

1. The Special Administrative Conditions (SAC);

2. Technical specifications.

c. Volume 3: Financial bid

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of Unit Prices;
3. The duly filled detailed estimate;
4. The sub-details of prices and/or breakdown of all-in prices;

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations of invitation to tender concerning the other possible forms of bid bond.

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

Article 13: Bid price

- 13.1 The general model conditions of prices shall be governed by rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce at the date of specified in the Special Regulations.
- 13.2 Prices shall be indicated as required in the model price schedules furnished in annex.

In indicating the price, the supplier is free to turn to a transporter and to obtain insurance services from any country, subject to the conditions of eligibility attached to the financing agreement.

Prices proposed in the schedules of sub-details of prices for Supplies and Ancillary Services shall be presented in the following manner:

- a. For supplies manufactured in Cameroon:
 - i. Prices of supplies ex-works (exit from factory, manufacturing, exhibition hall, warehouse or sales room as the case may be) including all the customs duties, sales taxes or other taxes paid or to be paid on the components or raw materials used in manufacturing or assembling of supplies;
 - ii. Sales and other taxes collected on the supplies which will be due if the contract is awarded;

- iii. The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the Special Regulations of the invitation to tender.

- b. For supplies to be imported
 - i. The price of supplies CIP place of destination or CIF port of destination as stipulated in the Special Regulations of the invitation to tender.;
 - ii. The price of domestic transportation, insurance and other related services to the delivery of supplies from the indicated destination (CIP) to their final destination (project site) specified in the Special regulations; and
 - iii. The price of supplies to be imported may be indicated FCA place of destination or CPT place of destination, if the Special Regulations so stipulate, in place of the CIP price indicated in (b)(i) above.

- c. For supplies already imported *[for supplies already imported, the indicated price shall be different from the original import value of these supplies declared at customs and should include any reduction or any margin of the local agent or representative, as well as the related local costs, except the customs duties and import taxes already paid and/or still to be paid by the supplier. For need of clarity, suppliers are requested to indicate: (a) their price including initial customs duties and import taxes, (b) the amount of these same customs duties and import taxes, and (c) their price exclusive of import taxes which is the difference between amounts (a) and (b).]*
 - i. The price of supplies, including the initial import value of the supplies and the possible margin (or reduction) as well as the other associated costs and the customs duties and other import taxes already paid or to be paid on the already imported supplies.
 - ii. Customs duties and other import taxes already paid (justified by documents) or to be paid on already imported supplies;
 - iii. The price of supplies obtained by difference between (i) and (ii) above;
 - iv. Sales taxes and other taxes which will be due on the supplies in Cameroon, if the contract is awarded;
 - v. The price of domestic transportation, insurance and other related local services upon delivery of supplies up till their final destination (project site) specified in the Special Regulations of the invitation to tender.

- d. For ancillary services other than domestic transportation and other services necessary for the forwarding of the supplies to their final destination, where such ancillary services are required;
 - i. The price of each element making part of the ancillary services included.

- ii. All customs duties, sales taxes, and other similar taxes paid on ancillary services in Cameroon if the contract is awarded.

13.3 The prices offered by the bidder should be firm during the whole duration of the execution of the contract and should not way in any manner vary, except there is a contrary provision in the Special Regulations. A bid including a price revision clause will be considered as not being in conformity and set aside, in accordance with article 29(3) of the General Regulations.

13.4 In the case where the invitation to tender has several lots, the prices indicated for any given lot should correspond to the total of the articles of each lot and the total quantity indicated for each article. Bidders wishing to offer a rebate in the case of the award of more than one contract shall specify the rebates applicable on each group of lots or each contract of the group of lots, on condition that all the bids are submitted and opened at the same time.

Article 14: Currency of bid

Prices shall be drawn in the following specified currencies;

- a. For supplies and services originating from Cameroon prices will be drawn in the CFA franc;
- b. For supplies and services originating from a country other than that of the Contracting Authority, the prices shall be drawn in the currency of the country of origin of the supplies or in Euro.

Article 15: Documents attesting to the eligibility of the bidder

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

Article 16: Documents attesting to the admissibility of supplies

16.1 In application of the provisions of article 5 of the General Regulations, the bidder shall furnish as a full part of his bid, documents attesting that all the supplies and services which he proposes to furnish in execution of the contract meet the criteria of origin.

16.2 These documents will consist of a declaration of country of origin of the supplies and services proposed in the Schedule of prices, declaration to be confirmed by a certificate of origin at the time of shipment.

Article 17: Documents attesting to the conformity of supplies

17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his bid, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the Supplies Specifications.

17.2 These proofs may take the form of prospectus, drawings or data and include a detailed description of the main technical and performance characteristics of the

supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the Supplies Specifications.

- 17.3 The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the supplies from the start of their use by the Contracting Authority and during the period specified in the Special Regulations.
- 17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by the Contracting Authority in the Quantity Schedule, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

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

Article 18: Documents attesting to the bidder's qualification

Documents attesting that the bidder is qualified to execute the contract if his offer is accepted shall establish to the satisfaction of the Contracting Authority that:

- a) in the case where the bidder offers to deliver in execution of the contract, supplies which moreover he does not manufacture or produce, the said bidder is duly authorised by the manufacturer of these supplies to deliver them in Cameroon;
- b) the bidder has the financial, technical and production capacity necessary to execute the contract;
- c) in the case where the bidder has no operations in Cameroon, he is or shall (if he is awarded the contract) be represented by an Agent endowed with the expected means and capacity to ensure the tasks of maintenance, repairs and stocking of spare parts corresponding to the obligations mentioned in the Special Administrative Conditions and/or technical specifications; and
- d) the supplier has the relevant experience similar to that provided for in the Tender File.

Article 19: Bid bond

- 19.1 In application of article 12 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.

- 19.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. 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 Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.
- 19.3 Any bid without an acceptable bid bond shall be rejected by the Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should mention each member of the associated grouping.
- 19.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 19.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 19.6 The bid bond may be seized:
- a) if the bidder:
 - i) withdraws his bid during the time-limit which he specified in his bid;
 - ii) does not accept the correction of errors in application of article 30(4) of the General Regulations; or
 - b) if the bidder retained:
 - i) defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or
 - ii) defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

Article 20: Validity of bids

- 20.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.
- 20.2 Under exceptional circumstances, the Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond.

A bidder who consents to an extension shall not be asked to modify his bid nor be authorised to do so.

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

The Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services 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.

Article 21: Form and signature of the bid

21.1 The bidder shall prepare an original of the constituent documents described in article 12 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.

21.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be.

All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the bid.

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

D. Submission of bids

Article 22: Sealing and marking of bids

22.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "**ORIGINAL**" and "**COPY**", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.

22.2 The external and internal envelopes :

- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

- 22.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is not opened.
- 22.4 If the external envelopes are not sealed and marked as indicated in article 22(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 23: Date and time limit for submission of bids

- 23.1 The bids must be received by the Contracting Authority at the address specified in article 22(2a) of the Special Regulations not later than the date and time stated in the Special Regulations of the invitation to tender.
- 23.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 24: Late bids

Any bid received by the Contracting Authority beyond the deadline for the submission of bids set by the Contracting Authority in application of article 23 of the General Regulations shall be declared late and consequently rejected.

Article 25: Modification, substitution and withdrawal of bids

- 25.1 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 Contracting Authority prior to the end of the time-limit prescribed for the submission of bids. The said notification must be signed by an authorised representative in application of article 21(2) of the General Regulations.

The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".

- 25.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.
- 25.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.
- 25.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model

bid. 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 19(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 26: Opening of envelopes and petitions

26.1 The competent Tenders Board shall open the envelopes in single or two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence. A single phase opening shall be appropriate where the qualification criteria are easily applicable.

26.2 Firstly, envelopes marked “withdrawal” shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid 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 offer” 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 a bid 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 shall only be allowed only if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated

26.3 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 [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems 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.

26.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

26.5 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. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

26.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.

26.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 27: Confidential nature of the procedure

27.1 No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

27.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in his award decision may cause the rejection of his bid.

27.3 Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

Article 28: Clarifications on the bids and contact with the Contracting Authority

28.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.

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

Article 29: Conformity of bids

- 29.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 29.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 29.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:
- a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
 - b. which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
 - c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.
- 29.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.
- 29.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 30: Evaluation of technical bid

- 30.1 The Evaluation sub-committee shall examine the bid to confirm that all the conditions fixed in the Special Regulations and Special Administrative Conditions were accepted by the bidder without substantial difference or reservation.
- 30.2 The sub-committee shall evaluate the technical aspects of the bid presented in accordance with article 17 of the General Regulations in order to ensure that all the stipulations of the Schedule of prices, delivery calendar and Supplies Specification (technical specifications, plans, inspections and trials) are respected without substantial difference or reservation.
- 30.3 If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the Evaluation sub-committee establishes that the bid does not essentially conform in application of article 29 of the General Regulations, it will propose to the Tenders Board that the said bid be set aside.

Article 31: Qualification of the bidder

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the bid that substantially conformed to the provisions of the Tender File, meets the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid arbitrariness in determining qualification.

Article 32: Correction of errors

- 32.1 The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:
- a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
 - b) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
 - c) If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.
- 32.2 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 considered to commit him.
- 32.3 If the bidder who presented the bid assessed as being the lowest bid does not accept the corrections, his bid shall be rejected and his bond may be seized.

Article 33: Conversion into a single currency

- 33.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices expressed in various currencies into an amount in which the bid is payable in CFA francs.
- 33.2 The conversion shall be done using the current exchange rate set by BEAC in force at the deadline for submission of bids under the conditions set in the Special Regulations.

Article 34: Financial evaluation of bids

- 34.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.
- 34.2 For this evaluation the Evaluation sub-committee shall consider the following elements:

- a) the bid price, indicated according to the provisions of article 13 of the General Regulations;
- b) adjustments made on the price to correct the arithmetical errors in application of article 32(3) of the General Regulations;
- c) adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions;

34.3 During the evaluation of the amount of the bids, the Evaluation sub-committee shall exclude and shall not consider:

- a) In the case of supplies manufactured in Cameroon, sales taxes or similar taxes due on the amount of the supplies;
- b) In the case of supplies already imported or to be imported and other entry taxes, sales taxes or other similar taxes due on the amount of the supplies;
- c) In the case of ancillary services, customs duties, sales taxes and other similar taxes which will be due on the ancillary services in case of award of the contract;
- d) Any other possible provision for price revision during the execution period of the contract, where it is provided for in the contract.

34.4 To evaluate the bid price, the Evaluation sub-committee may equally consider factors other than the tender price indicated, in application of article 13 of the General Conditions, including characteristics, performance of the supplies and ancillary services and purchase conditions.

The factors retained and specified in the Special Regulations, where need be, shall be expressed in monetary terms in a way as to facilitate the comparison of bids.

Article 35: Margin of preference

If this provision is mentioned in the Special Regulations, national businesspersons may benefit from a national preference margin as provided for in the Public Contracts Code for reasons of evaluation of the bids.

Article 36: Comparison of offers

The Evaluation sub-committee shall compare all the bids that substantially conform to determine the bid valued as the lowest, in application of articles 34 and 35 of the General Regulations.

F. Award of the contract

Article 37: Award of the contract

- 37.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.
- 37.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.

Article 38: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the authority in charge of public contracts where the offers have been opened) or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 39: Right to modify quantities during the award of the contract

During the award of the contract, the Contracting Authority reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the supplies and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

Article 40: Notification of the award of the contract

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Contracting Authority will pay the supplier to execute the contract and the execution time-limit.

Article 41: Publication of results of award and petitions

- 41.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.
- 41.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 41.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being

entertained. Only the copy destined for the body in charge of regulation shall be kept.

- 41.4 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, to the head of structure to which is attached the Tenders Board concerned and the chairperson of the said Tenders Board.

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

Article 42: Signing of the contract

- 42.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialised Contracts Control Board, where need be) for approval.
- 42.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 42.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 43: Final Bond

- 43.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond to guarantee the full execution of the services in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 43.2 The bond may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 43.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a first rate financial institution approved in accordance with the instruments in force.
- 43.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

Document No. 3:
Special Regulations of
the invitation to tender

Note on the Special Regulations of the invitation to tender

The aim of Document No. 4 is to help the Contracting Authority and the Project Owner to furnish specific information corresponding to the clauses of the General Regulations featuring in Document No. 2. This information must be given for each consultation.

The Contracting Authority must specify in the Special Regulations the information and conditions specific to his situation, to the award process of the contract, the applicable rules concerning the amount and currency of the bid and the evaluation criteria which will be used. During the preparation of this document, special attention should be paid the following aspects:

- a. Information which specify or supplement the articles of document No. 3;
- b. The amendments and/or possible additions to the articles of No. 3, dictated by the specific conditions of the invitation to tender under consideration.

Special Regulations of the invitation to tender

The following information and data concerning the acquisition of supplies should supplement or specify in the clauses of the General Regulations of the invitation to tender. In case of divergence, the following provisions will prevail over the articles of the General Regulations.

[Instructions to complete the Special Regulations of the invitation to tender are furnished, where need be, by notes in italics with reference to the corresponding articles of the General Regulations].

General																			
1.	Definition of supplies <i>[Insert a summary description of the supplies and ancillary services and specify their relation with the other contracts of the project. If the supplies form the subject of distinct lots, describe all the other lots]</i>																		
1.1	Name and address of Contracting Authority : Reference of the invitation to tender:																		
1.2	Delivery deadline:																		
2.1	Source of financing: Name of borrower: Name of project: <i>[For contracts funded from external sources, insert the name of the Borrower and indicate, where need be, the relation with the Contracting Authority, as indicated in the pre-selection notice. Also indicate the exact name of the project].</i>																		
4.1	List of pre-qualified candidates, where applicable:																		
4.2	Criteria of origin of bidders																		
5.1	Criteria of origin of supplies																		
6.	Bidder's qualification																		
6.1	<i>[The following qualification criteria should be decided and specified in relation to the nature and scope of the supplies to be done, for information only]:</i> <table style="width: 100%; border: none;"> <tbody> <tr> <td style="padding-left: 20px;">- <i>Turnover:</i></td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td style="padding-left: 20px;">- <i>Supplier's references</i></td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td style="padding-left: 20px;">- <i>Supplier's references</i></td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td style="padding-left: 20px;">- <i>Availability of material and essential equipment</i></td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td style="padding-left: 20px;">- <i>Experience of supervisory staff</i></td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td style="padding-left: 20px;">- <i>Manufacturer's authorisation</i></td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td style="padding-left: 20px;">- <i>Availability of spare parts</i></td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td style="padding-left: 20px;">- <i>After-sales service</i></td> <td style="text-align: right;">Yes/No</td> </tr> <tr> <td style="padding-left: 20px;">- <i>Territorial representation</i></td> <td style="text-align: right;">Yes/No</td> </tr> </tbody> </table>	- <i>Turnover:</i>	Yes/No	- <i>Supplier's references</i>	Yes/No	- <i>Supplier's references</i>	Yes/No	- <i>Availability of material and essential equipment</i>	Yes/No	- <i>Experience of supervisory staff</i>	Yes/No	- <i>Manufacturer's authorisation</i>	Yes/No	- <i>Availability of spare parts</i>	Yes/No	- <i>After-sales service</i>	Yes/No	- <i>Territorial representation</i>	Yes/No
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- <i>After-sales service</i>	Yes/No																		
- <i>Territorial representation</i>	Yes/No																		
6.2	In case of a group of suppliers																		
11.	Language of bid:																		
12.1	The information on qualification referred to article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows: Envelope A- Volume 1 Administrative file The administrative file should contain the following documents: <i>a. The declaration of the intention to bid, stamped for local bidders (according to the attached model);</i>																		

- b. *The group agreement, where necessary;*
- c. *The power of attorney, where necessary;*
- d. *An attestation of solvency established by a High Court or by the Chamber of Industry and Commerce of the place of residence of the bidder dating less than three (3) months preceding the date of submission of offers.*
- e. *An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance or by a first rate foreign bank.*
- f. *A receipt of purchase of the Tender File.*
- g. *The bid bond (according to the attached model) of an amount of _____ CFA francs and of a validity of _____ months.*
- h. *An Certificate of Non Exclusion from public contracts issued by the Director General of ARMP.*
- i. *A Clearance Attestation signed by the Director General of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.*
- j. *A Tax Clearance Certificate signed by the Director General of Taxes stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.*

In case of group bidding, each member of the group must present a complete administrative file, items e, f and g being presented only by the representative of the group

Envelope B- Volume 2: Technical bid

b.1 Information on qualification

The Special Regulations specify the documents to be furnished by the bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations in accordance with qualification forms to be inserted by the Project Owner in the TF. These documents could include the following:

- *Proof of having executed X number of similar contracts during the last X years, with amounts of the said contracts, coordinates of officials of the projects or Contracting Authorities as well as justificatory documents (copies of the first and last pages of contracts or jobbing orders, delivery slips signed by the Contracting Authority, minutes of acceptance certifying to the proper execution of these contracts);*

	<p>- <i>An extract of a representation contract with an international firm specialised in the manufacture, assembly or distribution of this type of equipment and having proven experience in the domain or the authorisation of the manufacturer.</i></p> <p><i>b.2 Technical proposals [to be completed]</i></p> <p><i>b.3 Proofs of acceptance of conditions of the contract</i></p> <p>The bidder should submit copies of duly initialled administrative and technical documents governing the contract, namely:</p> <p>i. The Special Administrative Conditions (SAC);</p> <p>ii. The Technical Specifications (TS).</p> <p>Envelope C. Volume 3: Technical bid</p> <p>It includes all the elements that help in justifying the cost of services namely:</p> <p><i>c.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;</i></p> <p><i>c.2 The duly filled unit price Schedule;</i></p> <p><i>c.3 The duly filled detailed estimates;</i></p> <p><i>c.4 The sub-details of prices and/or breakdown of all-in a prices.</i></p> <p>To this effect, bidders should use the documents and models provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations concerning the other possible forms of bid bond.</p> <p><i>N.B The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.</i></p>
Bid price	
13.1	<i>[Specify the Incotem, place or port of the trade terms used]</i>
13.2	The price of the contract shall <i>[not]</i> be revisable. <i>[Contracts whose duration is less than twelve (12) months cannot be the subject of price revision]</i>
14.	Currency of bid Prices shall be drawn in the following currencies:
15.1	<i>[Indicate in the case of international invitations to tender if the currency (ies) of offer is (are) defined by following option A or option B of article 15]</i>
15.2 & 15.3	Currency of country of Contracting Authority (national currency)
17.3	Period of functioning of the supplies <i>[insert the time-limit]</i>
Preparation and submission of offers	
19.1	Amount of the bid bond: <i>[The amount must be that indicated in the letter to pre-qualified candidates (or in the tender notice in the case where there was no pre-qualification). To avoid the price being deduced from that of the bond, it is preferable that the bond be expressed in the form of a fixed</i>

	<i>amount and not in percentage, the fixed sums being set by Order of the Prime Minister].</i>
20.1	<p>Period of validity of bids:</p> <p>The period of validity of bids is _____ days from the date of submission of offers</p> <p><i>[Insert the number of days according to deadline for the submission of bids. This period must be realistic and give sufficient time for evaluation of the bids, taking account of the complexity of the supplies and obtain references, clarifications and necessary authorisations (including non-objection from the Bank) and notify the award of the contract. Normally, the period of validity should not exceed one hundred and twenty (120) days].</i></p>
21.1	<p>The number of copies of the bid which must be filled and sent.</p> <p><i>[Normally five including one original and four copies. Take account of the copy to be forwarded to ARMP not later than 72 hours after the opening of bids].</i></p>
21.2	<p>Address of the Contracting Authority to be used for the submission of offers:</p> <p><i>[Must be the same as that featuring in the invitation letter to pre-qualified candidates and in the tender notice].</i></p>
22.2	<p>Number of the invitation to tender</p> <p><i>[Indicate the references of the invitation to tender: number, subject of the invitation to tender and the date]</i></p>
23.1	<p>Date and time-limit for submission of bids:</p> <p><i>[The date and time must be identical to those featuring in the invitation letter to pre-qualified candidates or in the tender notice, except if an extension has been granted in accordance with article 23(2) of the General Regulations of the invitation to tender].</i></p>
26.1	<p>Venue, date and time of opening of bids</p> <p><i>[The opening of bids must take place within one hour of the deadline of the submission of bids]</i></p>
Conversion into a single currency	
33.1	<p>The currency retained for conversion into a single currency: the CFA franc</p> <p>Source of exchange rate: Bank of Central African States (BEAC)</p>
33.2	<p>Date of exchange rate:</p> <p><i>[Retain a date which will not be anterior to more than twenty-eight (28) days to the deadline for the submission of bids nor posterior to the initial date of expiration deadline of validity of offers]</i></p>
Award of the contract	
43.1 and 43.2	<p><i>[Indicate the form and amount of final bond which must be furnished by the bidder retained and presented in the form indicated in the Tender File.]</i></p>

Document No. 4:
Special Administrative
Conditions (SAC)

Note on the Special Administrative Conditions

The Special Administrative Conditions express all the rights and duties of the parties.

During the preparation of Document No. 4, special attention must be paid to the following aspects:

- a) all the information necessary to complete the articles of the General Conditions;
- b) the additional modifications and/or provisions to those of the General Conditions required by the contract in question.

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

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 model clauses of the SAC constitute a structure of the provisions which the Contracting Authority should follow to prepare each Tender File and the draft contract.

Necessary instructions for filling the SAC are given in italics with a framework.

Content

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- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
- Article 9 - Administrative Orders (article 8 of GAC)
- Article 10 - Supplier's material and personnel (GAC supplemented)

Chapter II: Financial clauses

- Article 11 - Guarantees and bonds (articles 21 and 40 of GAC)
- Article 12 - Amount of contract
- Article 13 - Place and method of payment (GAC supplemented)
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- Article 16 - Price updating formula (article 18 of GAC)
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- Article 24 - Place of delivery and deadline (articles 31 and 33(1))
- Article 25 - Role and responsibilities of supplier (GAC supplemented)
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- Article 34 - Termination of the contract (article 57 of GAC)
- Article 35 - Case of force majeure(article 56 of GAC)
- Article 36 - Differences and disputes (article 61 of GAC)
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- Article 38 and last - Entry into force of the contract (GAC supplemented)

Chapter I

General

Article 1: Subject of tender

The subject of the contract must be in line with article 1 of the GAC relating to its scope of application.

The subject of this contract is the supply of [*indicate the full subject of the supply*] to [*Project Owner*] according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

Article 2: Award procedure (GAC supplemented)

This contract shall be awarded [*indicate the contract award procedure with its references*].

Article 3: Definitions and duties (article 2 of GAC supplemented)

1 General definitions:

- The Contracting Authority shall be [*to be specified*]

He is the signatory and ensures the proper functioning. He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.

- The Contract Manager shall be [*to be specified*] hereinafter referred to as the Contract Manager.

He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.

- The Contract Engineer shall be [*to be specified*], hereinafter referred to as the Engineer.

- The Project Manager who carried out the preliminary studies [*to be specified*].

- The Project Manager of this contract or the Control Mission shall be [*to be specified where need be*] hereinafter referred to as the Project Manager.

[*Specify if it involves public or private management*].

- The supplier shall be [*to be specified*].

2. Security

- The authority in charge of ordering payment shall be: [*to be specified*]
- The authority in charge of the clearance of expenditures shall be [*to be specified*].

- The body or official in charge of payment shall be *[to be specified]*.
 - The official competent to furnish information within the context of execution of this contract shall be *[to be specified]*.
3. Duties of the Control Mission, Project Manager.
[To be completed, where necessary].

Article 4: Language, applicable law and regulation (GAC supplemented)

1. The language to be used shall be *[English and/or French]*.
2. The supplier shall be bound to observe the law, regulations and ordinances in force in the Republic of Cameroon and this both within his own organization and in the execution of the contract.

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

Article 5: Standards (article 3 of GAC supplemented)

The supplies done in execution of this contract shall be in conformity with the standards laid down in the Special Technical Conditions and where no standard is mentioned, to the authoritative standard on the issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent authority.

Article 6: Constituent documents of the contract (Article 9 of GAC)

The constituent contractual documents of this contract are in order of priority *[to be adapted according to the case]*:

- 1) The bid or commitment letter;
- 2) The supplier's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) referred to above;
- 3) The Special Administrative Conditions (SAC);
- 4) The Technical Specifications (TS);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The execution draft *[to be inserted, where need be, for projects of major scope]*
- 7) The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 033 of 13 February 2007;
- 8) The General Technical Conditions applicable to services forming the subject of the contract *[insert and indicate, where need be, the names and references]*.

Article 7: General instruments in force (GAC supplemented)

This contract shall be governed by the following general instruments:

1. The instruments governing the professional corps;

2. Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
3. Decree No. 20012/074 of 8 March 2012 relating to the creation, organization and functioning of Tenders Boards;
4. Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
5. Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
6. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organisation and functioning of the Public Contracts Regulatory Agency;
7. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
8. The Prime Minister's circular on the acquisition of administrative vehicles;
9. The applicable standards;
10. Other instruments specific to the domain concerned in the contract.

Article 8: Communication (Article 6 of GAC supplemented)

- 8.1 All notifications and written communication within the framework of this contract shall be sent to the following address:
- a. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after delivery of the supplies, correspondences shall be validly addressed to the *[to the specified]* council, chief town of the province in which the supplies were done;
 - b. In the case where the Contracting Authority is the addressee: M_____ *[to be specified]* with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, where need be.
- 8.2 The contractor shall address all written notifications or correspondences to the Project Manger with a copy to the Contract Manager

Article 9: Administrative Orders (Article 8 of GAC)

[Specify here the functioning of Administrative Orders]

- 9.1 The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the supplier by the his services with copies to the Project Owner, Contract Manager, the Engineer, Project Manager and paying body.
- 9.2 Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Contracting Authority and notified to the supplier by his services with a copy to the Project Owner, Contract Manager, Engineer, Project Manager and Paying Body. The prior endorsement of the Paying Body shall possibly be required for those with a financial incidence.

- 9.3 Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager (where applicable) and a copied to the Contracting Authority and Contract Manager..
- 9.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Contracting Authority, Engineer and Project Manager.
- 9.5 Administrative Order for suspension or resumption of supplies for reasons of the weather shall be signed by the Contract Manager upon the proposal of the Project Owner after the opinion of the Engineer and notified to the supplier by the Engineer.
- 9.6 Administrative Orders prescribing works necessary to remedy disorders not within the remit of normal maintenance which could appear during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the supplier by the Contract Engineer.
- 9.7 The supplier shall address all written notifications or correspondences to the Project Manager and copied to the Contract Manager and Engineer
- 9.8 The supplier has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

Article 10: Supplier's equipment and staff (Gac supplemented)

- a. Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the supplier shall have himself replaced by a member of staff of equal competence (qualifications and experiences) or by equipment of similar performance and in good working order.
- b. In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the Project Manager within fifteen (15) days of the notification of the Administrative Order to start execution. The Project Manager has eight (8) days to notify his opinion in writing with a copy to the Contract Manager. Beyond this time-limit, these lists shall be considered as approved.
- c. Any unilateral modification on the proposed equipment and supervisory staff made in the technical bid prior to and during the execution shall be a reason for termination of the contract as mentioned in article 74 below.

Chapter II: Financial conditions

Article 11 Guarantees and securities (Articles 21 and 40 of GAC)

11.1 Final bond

The final bond shall be set at _____ [between 2 and 5 %] of the amount of the contract, inclusive of all taxes.

The guarantee must be returned or released within one month following the date of provisional acceptance of the supplies, following a release issued by the Contracting Authority upon request by the supplier.

11.2 Performance bond

The retention fund shall be set at _____ [10 % maximum] of the amount of the contract, inclusive of all taxes.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor.

11.3 Guarantee of start-off advance

[Specify, if need be, the rates and conditions of the return of the guarantee]

Article 12: Amount of the contract

The amount of this contract as shown on the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT, of the Value Added Tax (VAT).

Article 13: Place and method of payment (GAC supplemented)

13.1 In return for the payments to be done by the Contracting Authority to the supplier under the conditions laid down in the contract, the supplier is bound by these provisions to execute the contract in accordance with the terms of the contract.

13.2 Payments shall be made into account No. _____ opened in the name of the supplier in _____ bank.

- a. For payments in CFA francs either (amount in figures and letters exclusive of VAT), by credit to account No. _____ opened in _____ bank in the name of the supplier.
- b. For payments in foreign currency, either (amount in figures and letters exclusive of VAT) be credit to account No. _____ opened in _____ bank in the name of the supplier.

Article 14: Price variation (Article 17 of GAC)

14.1 Prices shall be firm or revisable [*retain one of the two options*].

- a. Payments on account made to the contractor as advances shall not be revisable.
- b. Revision shall be “frozen” upon expiry of the contractual time-limit, except in the case of price reductions.

14.2 Price updating modalities (where need be)

It is preferable not to provide for price updating where the contract includes price revision. In the contrary case, price updating is done on the date of notification of the contract while price revision is applicable on already updated price.

Article 15: Price revision formulae (article 18 of GAC)

[Valid for supplies of equipment involving construction deadlines]

The prices on the unit price schedule shall be revisable by application of the following formula: *[insert the formula and define the parameters and indices to be applied]*.

For each parameter, the index "0" indicates the "basic value" on the date of the month preceding that of the opening of bids.

Article 16: Price updating formulae (article 21 of GAC)

The prices on the unit price schedule are updatable by application of the following formula: *[insert, where need be, the formula and define the parameters and indices]*.

Where need be, the indices are those defined for the price revision formulae.

Article 17: Advances (article 21 of GAC)

17.1 The Project Owner *[shall (not)]* grant a start-off advance *[equal to _ % of the amount of the contract]*.

17.2 The time-limit for payment of the start-off advance is fixed at _____ days from the date of its request by the supplier.

Article 18: Payment (article 19 of GAC supplemented)

(Fix the time-limit of approval of bills by the Project Manager and the Contract Manager before transmission to the accountant responsible for payment; and fix the time-limit after reception of approved bills (maximum 30 days).

Article 19: Interest on overdue payments (Article 20 of GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

Article 20: Penalties for delays (Article 34 of GAC supplemented)

20.1 The amount set for penalties for delays is fixed as follows:

- *One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;*

- One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
- 20.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

Article 21: Tax and customs regulations (article 10 of GAC)

Decree No. 2003/651 of 16 April 2003 lays down the conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

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

These elements must be included in the costs which the undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT included.

Article 22: Stamp duty and registration of contracts (article 11 of GAC)

Seven (7) original copies of the contract will be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III Execution of services

Article 23: Patent rights (GAC supplemented)

The supplier shall guarantee the Project Owner against claims by third parties relating to the infringement or non authorized use of a patent right, a trademark or industrial creation right resulting from the use of supplies or their components.

Article 24: Place and delivery deadline (articles 31 and 33(1) of GAC)

24.1 The place of delivery shall be *[to be specified]*.

24.2 The delivery deadline of the services forming the subject of this contract shall be: *[to be specified]* months (in figures and letters).

1. This deadline shall run from the date of notification of the Administrative Order to start execution *[or that fixed in this Administrative Order- to be specified]*.

Article 25: Role and responsibilities of the supplier (GAC supplemented)

The mission of the supplier shall be to ensure the supply of goods as described in the Special Technical Conditions under the control of the Project Manager and in conformity with this contract and the applicable rules and standards.

Article 26: Transport and insurance (article 31 of GAC)

26.1 Packaging for transportation

The supplier must take all the necessary measures so that the supplies proposed are protected by careful packaging appropriate for maritime, air, rail or road transport. The supplier must take all measures to repair the possible damages caused during transportation up to the place of delivery.

26.2 Insurance

All types of risks during the transportation up to the place of delivery must be covered by insurance subscribed by the supplier.

Article 27: Trials and related services (article 28 of GAC)

[Where need be, specify the special provision]

Especially relating to:

- The commissioning operation;
- Technical documentation;
- Training of personnel.

Article 28: After-sales service and consumables (article 14 of GAC)

Specify the special provisions relating to after-sales service especially:

The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of X years from the date of the final acceptance:

- a duly mandated permanent representative;
- repair workshops;
- qualified personnel capable of carrying out all the repairs necessary for the smooth functioning of the equipment or accessories he supplied;
- a sufficient stock of spare parts.

Chapter IV: Acceptance

Article 29: Documents to be furnished prior to the technical acceptance (article 41 of GAC supplemented)

Within at least ten (10) days prior to the provisional acceptance, the supplier shall forward to the Project Owner the following documents *[where need be, specify the special provisions]*:

- *Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount;*
- *Notification of the delivery;*
- *Certificate of guarantee by the manufacturer or supplier;*
- *Certificate of origin.*

Article 30: Provisional acceptance (articles 40 and 41 of GAC)

Prior to the provisional acceptance, the supplier shall request in writing to the Contract Manager with a copy to the Engineer, the organization of a technical visit before the acceptance.

- 30.1 Trials included in preliminary operations to the acceptance *[insert if applicable]*.
- 30.2 The Acceptance Commission shall comprise the following members for guideline only:
 1. The Project Owner or his representative or the Contract Manager as chairperson;
 2. The representative of the Contracting Authority, member;
 3. The Contract Manager or his representative, member or chairperson;
 4. Contract Engineer, member;
 5. Other members;
 6. Project Manager of the contract as Rapporteur.

The supplier shall be convened to the acceptance by mail at least ten (10) days before the date of acceptance. He is bound to attend (or be represented).

He takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission.

The Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed to provisional acceptance of the supplies if there is need.

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the Commission.

The minutes of the provisional acceptance report shall specify or set the date of completion of the delivery.

- 30.3 Indicate if partial acceptance is provided for.
- 30.4 *[Indicate if the guarantee period commences or not at the date of acceptance of this provisional acceptance].*

Article 31: Documents to furnish after provisional acceptance (article 40 of GAC supplemented)

[Indicate the list of the documents to be furnished within a time-limit of 30 days after provisional acceptance].

Article 32: Guarantee period (article 40 of GAC supplemented)

- 32.1 The guarantee period shall be *[to be specified]* to run from the date of the provisional acceptance of the supplies.
- 32.2 During the guarantee period, the supplier shall be bound to *[specify the supplier's obligations during the guarantee period]*

Article 33: Final acceptance (article 48 of GAC)

- 33.1 Final acceptance shall take place within a maximum deadline of *[fifteen (15) days]* from the date of expiry of the guarantee.
- 33.2 The Project Manager *[shall (not)]* a be member of the commission.
- 33.3 The procedure for final acceptance shall be the same as for provisional acceptance.
- 33.4 The final acceptance shall mark the end of the contract and shall release the Project Manager of all obligations. The joint signature of the final detailed account by the Project Owner and the supplier shall definitely end the contract.

Chapter V

SUNDRY PROVISIONS

Article 34: Termination of the contract (article 57 of GAC)

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

- Delay of more than x calendar days in the execution of an Administrative Order or unjustified stoppage of service of more than x calendar days;
- Delay in services resulting in penalties of more than 10 % of the amount of the supplies;
- Refusal to repeat poor supplies;
- Default by the supplier;
- Persistent non payment for services.

Article 35: Case of force majeure (article 56 of GAC)

[Specify the special provisions, where need be].

Article 36: Disagreements and disputes (article 61 of GAC)

Where no amicable solution can be found to a disagreement, it shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 37: Production and dissemination of this contract (GAC supplemented)

Twenty (20) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 38 and last: Entry into force of the contract (GAC supplemented)

This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the supplier by the Contracting Authority.

Document No. 6: Description of the supply

Note on the preparation of the description of the supply

The aim of the description of the supply is to furnish bidders with sufficient information to enable them prepare their tenders in an efficient and precise manner, especially the Price Schedule (Model Tables).

The date or the delivery period must be carefully specified taking into account: (a) the implications of the terms used to define the delivery, the said terms being specified in the General Regulations and defined in international trade terms (Incoterms) (for example terms such as EXW or FIF, CIP, FOB, FCA which imply that the “delivery” is effective when the supplies are delivered to the transporters), and (b) the prescribed date which is that from which the obligations of the Contracting Authority commence (for example, notification of the award of the contract, signature of the contract, opening or confirmation of the letter of credit).

This description includes the following sections:

- List of supplies and their delivery calendar;
- List of ancillary services and their execution calendar;
- Technical specifications;
- Drawings;
- List of inspections and acceptance trials.

Obviously, this list depends on the scope of the supply. In the case of projects of minor scope, the list of supplies, the delivery calendar and, supplies, delivery calendar and technical specifications may be adequate to define the supply.

1. List of supplies and delivery calendar

[The Project Owner fills this column, except the column “Delivery date offered by the bidder” which is filled by the bidder. The list of articles must be identical to that which appears on the price schedule].

Article No.	Description of supplies	Quantity (Number of units)	Unit	Site (project) or final destination as indicated in the Special Regulations	Delivery date (according to Incoterms)		
					Earliest delivery date	Latest delivery date	Delivery date offered by the bidder [to be indicated by the bidder]
	[Insert the description of the supplies]	[Insert the quantity of articles to be supplied]	[Insert the unit of measure]	[Insert the final place of delivery, according to the Special Regulations]	[Insert the date]	[Insert the date]	[Insert the date offered by the bidder]

2. List of ancillary services and execution calendar

[This table is filled by the Project Owner. The execution dates of the services must be realistic and coherent with the delivery dates (according to Incoterms)]

Article No. Service	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
(Insert the	[Insert the	[Insert the	[Unit of	[Place of	[Insert the

<i>service number]</i>	<i>description of the service]</i>	<i>place of final delivery, according to Special Regulations]</i>	<i>measure]</i>	<i>execution of the service]</i>	<i>date]</i>

3. Technical specifications

The aim of the Technical Specifications (TS) is to define the technical specifications of the supplies and ancillary services requested by the Project Owner. These specifications must be detailed by taking into account that:

- The TS constitute the basis of verification of the conformity of the supplies and their evaluation. Consequently, well defined TS ease the preparation of conforming tenders by bidders as well as the preliminary examination, the evaluation and comparison of tenders by the Evaluation Sub-committee.
- The TS require that all supplies as well as the materials that make them up be new, unused, be the recent or current model and that they include all the improvements in issues of conception and materials, except the contract stipulates otherwise.
- The TS take into account practices considered as being the best by experience. The use of specifications prepared in the same country and applied to the same sector may constitute a safe base to prepare the TS.
- The use of the metric system is highly recommended.
- The standardisation of TS may have advantages and depends on the complexity of the supplies and the repetitive nature of the award of contracts under consideration. The TS must be sufficiently general to avoid creating difficulties in use by the labourers of the materials, equipment generally used in the manufacture of similar supplies.
- The standards in terms of equipment, materials and labour specified in the tender documents should not have an exclusion character. As far as possible, international standards must be used. References to trade marks, catalogue numbers or other details which circumscribe the materials or articles to a particular manufacturer must, as far as possible, be avoided. Where inevitable, such description of an article must always include the inscription "or equivalent in substance".
- The TS must describe in detail the requirements concerning, among others, the following aspects:
 - a) Standards required concerning materials and manufacturing and production of supplies;
 - b) Details concerning tests (type and number);
 - c) Complementary ancillary services necessary to ensure delivery/execution in due form;
 - d) Detailed activities borne by the bidder, possible participation of the buyer in these activities;

e) List of functioning guarantees (details) covered by the Guarantee and details concerning the applicable damages in case of the non-respect of this functioning guarantees.

- TS specify the main technical and functioning characteristics required as well as the other requirements such as the guaranteed maximum or minimum values, as the case may be. If necessary, the Contracting Authority includes an ad hoc formula (document attached to the tender letter) in which the bidder furnishes the detailed information on the acceptable values or guarantees of the functioning guarantees.

When the Project Owner requires that the bidder furnish part or all the TS, technical documents or other technical information in his tender, the nature and quantity of information requested as well as their presentation in the tender must be specified.

[If a summary of the TS must be furnished, the Project Owner includes the information in the table below. The bidder prepares a similar table showing that the conditions were fulfilled.]

“Summary of Technical Specifications”:

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

Articles (No.)	Names of supplies or ancillary services	Applicable technical specifications and standards
<i>[Insert the number of the article]</i>	<i>[Insert the name]</i>	<i>[Insert the TS and standards]</i>

Detailed technical specifications and standards, if necessary.

[Insert a detailed description of the TS]

4. Drawings

This Tender File has *[Insert “includes the following drawings” or “includes no drawings], as the case may be.*

[If the Tender File includes drawings, insert the list in the table below]

List of drawings

Nos.	Titles	Objectives

5. Inspections and trials

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

**Document No. 7:
Schedule of unit and all-in prices**

Note on the preparation of the Schedule of unit and all-in prices

The Schedule of unit and all-in prices must be included in the Tender File by the Project Owner or by persons who will prepare or finalize it and must in the minimum include the description of supplies and services forming the subject of the contract.

The aim is to provide the bidders with information required to enable them prepare their offers in an efficient and precise manner, especially with regard to the Price schedule, a model of which is presented in the Document No. 7. Together with the Price Schedule, they furnish, in addition, basic information for the Project Owner or Delegated Project Owner if he modifies the quantities when the contract is being awarded, in accordance with article 39 of the General Regulations.

The date or delivery deadline must be specified by taking account of:

- a. Consequences of the delivery terms mentioned in the General Regulations, according to Incoterms (EXW or CIF, CIP, FOB, FCA specifying that there is "delivery" where the supplies are handed over to the transporter);
- b. The date specified here, at which the supplier's obligations commence (notification of the award or signature of the contract, establishment or confirmation of the letter of credit).

[The bidder must fill all the empty spaces in the Price Schedule forms following the instructions featuring hereafter. The list of articles in column 1 of the Price Schedule must be identical to the list of supplies and ancillary services furnished by the Project Owner].

1. Schedule of prices of supplies to be imported

Group C offers, supplies to be imported
Offer currency in conformity with article
14 of the General Regulations

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

1	2	3	4	5	6	7	8	9
Article No.	Description of supplies	Country of origin	Delivery date according to Incoterms	Quantity (number of units)	Unit price CIP in accordance with art. 13(2b) i of the General Regulations	CIP price per article (column 5 x 6)	Price per article of land transportation and other services required in Cameroon to forward the supplies up to the final destination (as required in the Special Regulations)	Total price per article (column 7 + 8)
<i>[insert the No. of the article]</i>	<i>[Insert the identification of the supply]</i>	<i>[insert country of origin]</i>	<i>[Insert delivery date offered]</i>	<i>[Insert the quantity and the identification of the unit of measure]</i>	<i>[Insert the CIP unit price for the article]</i>	<i>[Insert the total CIP price for the article]</i>	<i>[Insert the corresponding price for the article]</i>	<i>[Insert the total price for the article]</i>
							Total price <i>[Insert the total price]</i>	

Name of bidder *[Insert the bidder's name]* Signature *[Insert signature]* Date *[Insert the date]*

**Document No. 8:
Schedule of detailed estimates**

Note on the schedule of prices and execution calendar of ancillary services

The Schedule of Quantities and execution calendar must be included in the Tender File by the Project Owner or persons who will prepare and finalize it and must in the minimum include the description of the supplies and services forming the subject of the contract.

The aim is to furnish bidders with information required to enable them prepare their bids in an efficient and precise manner, particularly with regard to the Schedule of Prices, a model of which is presented in Document No. 6. Together with the Price Schedule, they furnish, in addition, basic information for the Contracting Authority or if he modifies the quantities when the contract is being awarded, in accordance with article 38 of the General Regulations.

The date or delivery deadline must be specified by taking account of:

- a. Consequences of the delivery terms mentioned in the General Regulations, according to Incoterms (EXW or CIF, CIP, FOB, FCA specifying that there is "delivery" where the supplies are handed over to the transporter);
- b. The date specified here at which the supplier's obligations commence (notification of the award or signature of the contract, establishment or confirmation of the letter of credit).

Schedule of prices and execution calendar of ancillary services

Offer currency in conformity with article <i>tender</i>] 14 of the General Regulations		(Date <i>[insert the date, (day, month, year) of submission of offer]</i> IT No. _____ of _____ <i>[insert references of the invitation to</i> Variant No: <i>[insert the identification number if this offer is proposed for a variant]</i>				
1	2	3	4	5	6	7
Article	Description of services (excluding land transportation and other services required in Cameroon to forward the supplies up to the final destination	Country of origin	Date of execution at the final destination	Quantity (number of units)	Unit price	Total price per article (col. 5*6)
<i>[insert the No. of the article]</i>	<i>[Insert the identification of the service]</i>	<i>[insert country of origin]</i>	<i>[Insert the date of execution offered]</i>	<i>[Insert quantity and identification of unit of measure]</i>	<i>[Insert the unit price for the article]</i>	<i>[Insert the total price for the article]</i>
					Total Price	<i>[Insert the total price]</i>

Name of bidder *[Insert the bidder's name]* Signature *[Insert signature]* Date *[Insert the date]*

**Document No. 9:
Model contract**

Structure of a contract

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Schedule of Prices and Quantities

Part IV: Delivery calendar

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

[Indiquer le Maître d’Ouvrage]

[Indicate Project Owner]

CONTRACT No _____ */Contracting Authority to be indicated/ type Tender Board]*

Awarded **after** Invitation to tender No. _____ /IT /PO/TB/00 of _____

HOLDER OF CONTRACT: _____ *[indicate the holder and his full address]*

P.O. Box 0000 at _____, Tel _____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer’s No. _____

SUBJECT OF CONTRACT: _____ *[indicate the full subject of the supply]*

PLACE OF DELIVERY: _____ *[indicate]*

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (1.1 or 1.65 %)	
Net to be paid	

[

DELIVERY DEADLINE: _____ *[In days, weeks, months or years]*

FINANCING: _____ *[Indicate source of financing]*

BUDGET HEAD: _____ *[To be filled]*

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

BETWEEN:

The Republic of Cameroon, represented by *[indicate Project Owner]*
Hereinafter referred to as “**the Contracting Authority**”,

ON THE ONE HAND,

AND:

_____ **COMPANY**

P.O. Box _____ at _____ Tel _____ Fax: _____

Business Registry No. _____ A

Taxpayer's No. _____

[indicate name of supplier, his full address as well as the name of the mandated signatory] , hereinafter referred to as “**THE SUPPLIER**”

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:

Page _____ and Last of Contract No. _____ /C or JO/PO/TB/0000 *[recall the method of award of contract]*

With-----

For the supply of _____

Contract price: *[recall in CFA francs inclusive of all taxes in figures and words]*

Delivery deadline: *[fill in days, weeks, months or years]*

Read and accepted by the supplier (place of signature) _____ (date)
Signature of Contracting Authority (place of signature) _____ (date)
Registration

DOCUMENT No. 10:
Model documents to be used by
bidders

Note on model documents to be by bidders

The bidder should fill and present with his tender a model tender and price schedule in conformity with article 12 of the General Regulations and the provisions contained in the Tender File.

Where that is required in the Special Regulations of the invitation to tender, the bidder must furnish a bid bond, using either the model presented hereafter or another model judged acceptable by the Contracting Authority, in accordance with article 19 of the General Regulations.

Where they are supplemented at the time of award of the contract, the Special Administrative Conditions must include all the corrections or modifications done on the retained offer resulting from the price corrections effected in accordance with article 32 of the General Conditions, the provisions relating to spare parts in accordance with article 35 of the General Regulations or the modifications of quantities in accordance with the stipulations of the Tender File.

The price and quantity schedules which are presumed to be part of the contract are consequently modified.

Model final bonds and bank guarantee of return of advance must not be filled at the time of preparation of tenders. Only the retained bidder shall be invited to produce the final bond and the bank guarantee of the return of advance in conformity with one of the models presented in this section or in any other form acceptable to the Contracting Authority.

Table of model documents

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 4: Model start-off advance bond

Annex No. 5: Model performance bond

Annex No. 6: Model authorisation from manufacturer

ANNEX No. 1: MODEL BID

I, the undersigned _____ [*indicate the name and capacity of signatory*]
Representing the _____ enterprise or group of enterprises with
head office at _____
_____ registered in the trade register of _____ under
the number No. _____

Having taken cognisance of all the documents featured or mentioned in the Tender
File including the addenda of No. _____ [*recall the subject of the invitation
to tender*]

- Submit and commit myself to deliver the supplies in accordance with the
Tender File, in return for the prices which I myself establish on the basis of the
price and quantity schedule which give the amount of the bid for lot No.
_____ at _____ [*in figures and words*]
CFA francs exclusive of VAT and at

_____ CFA francs Inclusive of all taxes [*In figures and words*].

- I pledge to deliver the supplies within a deadline ofmonths.
- In addition, I pledge to maintain my offer for [*indicate duration of validity, in
principle 120 days*] from the deadline of submission of bids.

The rebates offered and modalities of application of the said rebates are as
follows _____

The Administration shall pay the sums due for this contract by crediting account
No..... opened
in.....Bank.....Branch

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

Done at _____ on

Signature of _____

In the capacity as _____

Duly authorised to sign bids for and behalf of _____

ANNEX No. 2: MODEL BID BOND

Addressed to *[indicate the Contracting Authority and his address]* "Project Owner
Whereas the Supplier..... hereinafter referred to as the "bidder"
has submitted his bid on for *[recall the subject of the invitation to tender]*, hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to *[indicate the amount]* CFA francs.

We..... *[name and address of the bank]* , represented by
..... *[names of signatories]*, hereinafter referred to as "the bank" hereby
declare to guarantee payment to the Project Owner of the maximum sum of *[indicate the amount]* CFA francs, that the bank pledges to pay in full to the Project , binding
itself, its Owner, his successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period specified by him in the bid;

Or

If the bidder, having been notified of the award of the contract by the Project Owner during the validity period:

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract as provided for by the contract;

We commit ourselves to pay to the Project Owner an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Project Owner having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the Project Owner for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. Any request by the Project Owner to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this validity period.

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

Signed and authenticated by the bank at.....,
on.....

[Bank's signature]

ANNEX No. 3: MODEL FINAL BOND

Bank:

Reference of the bond: No _____

Addressed to *[Indicate the Contracting Authority and his address]* Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ *[name and address of Supplier]*, hereafter referred to as "the Supplier", has committed himself, in execution of the contract referred to "the contract", to carry out *[indicate the nature of the services]* .

Whereas it is stated in the contract that the Supplier shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5 %]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,
Whereas we have agreed to give the Supplier this guarantee,

We, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,
hereinafter referred to as "the bank", we commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon simple written request declaring that the Supplier has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of _____ *[in figures and words]*.

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

This final bond shall enter into force as soon as it is signed and as soon as the Project Owner notifies the Supplier of the approval of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the supplies.

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

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

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

Signed and authenticated by the bank at.....on.....

[Signature of the bank]

ANNEX No. 4: MODEL START-OFF ADVANCE BOND

Bank: Reference, Address: _____

We, the undersigned (bank, address) hereby declare by the present, to guarantee on behalf of: _____

Project Owner [Address of Project Owner] ("*beneficiary*")

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [*the holder*] did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract No. _____ of _____ relating to supplies [*indicate the subject of the contract, the references of the invitation to tender, and possibly the lot*] of the maximum total sum corresponding to the advance of 30 % of the amount inclusive of all taxes of Contract No. _____ payable upon notification of the corresponding Administrative Order, that is _____ CFA francs.

This guarantee shall enter into force and shall take effect upon reception of the respective parts of this advance on the accounts of _____ [*the holder*] opened in the _____ bank under number _____

It shall remain in force up till the reimbursement of the advance in conformity with the procedure set in the Special Administrative Conditions. However, the amount of the bond shall be reduced proportionately 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 bank

at _____ on

[*Signature of the bank*]

ANNEX No. 5: MODEL RETENTION FUND

Bank: _____
Reference of the guarantee: No. _____

Addressed to *[Indicate the Project Owner]*
[Address of Project Owner]

Hereinafter referred to as “the Project Owner”

Whereas _____ *[name and address of Supplier]* hereinafter referred to “the Supplier”, pledged, in execution of the contract, to carry out the supplies of *[indicate the subject of the supplies]*

Whereas it is stipulated in the contract that the retention fund fixed at *[percentage below 10 % to be specified]* of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Supplier with this guarantee,
We, _____ *[name and address of the bank]*,
Represented by _____ *[names of signatories]* and hereinafter referred to as “the bank”,

Hence, we hereby affirm that on behalf of the Supplier, we guarantee and are responsible to the Project Owner for a maximum amount of _____ *[in figures and words]* corresponding to *[percentage below 10 % to be specified]* of the contract price¹.

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Supplier has not fulfilled his contractual obligations or is indebted to the Project Owner within the meaning of the contract amended where need be by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to *[percentage below 10 % to be specified]* of the total amount of the work featuring in the final statement, without the Project Owner having to prove or give the reasons nor the reason for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this guarantee and we hereby incline to any amendment, addendum or change.

This guarantee shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the supplies and upon release by the Project Owner.

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

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

Signed and authenticated by the bank
At _____ on
[Signature of the bank]

¹ Case where the guarantee is established once the supplies start and covers the total guarantee, that is 10% of the contract

ANNEX No. 6: MODEL OF MANUFACTURER'S AUTHORISATION

[The bidder requests the manufacturer to prepare this letter in conformity with the indications given. This letter of authorisation must be on the manufacturer's letter head and must be signed by a person duly mandated to sign documents which commit the manufacturer. The bidder should include this letter in his tender, if so required by the Tender File]

Date *[insert the date, (day, month, year) of submission of tender]*

IT No _____ of _____: *[insert references of invitation to tender]*

Variant No.: *[Insert the identification number if this tender is proposed for a variant]*

To: *[Insert full name of Project Owner]*

WHEREAS:

[Insert full name of manufacturer]

We the undersigned hereby authorise *[indicate the full name of the bidder]* to commercialise our products (or where applicable, has a concession agreement.

We confirm all the guarantees and are guarantors for the supplies offered.

Name *[insert the full name of the signatory of the authorisation]*

In the capacity of

Signature *[insert the signature]*

Done on _____ day of _____ *[insert date of signature]*

**Document No. 11:
Justifications of preliminary
studies**

Note on justifications of preliminary studies

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

These studies must be required during the examination of the tender file (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by reasons of the said studies.

Justification of preliminary studies

1. Were preliminary studies carried out on this project?
2. If yes, attach the report and indicate
 - 2.1. The date;
 - 2.2. The name of the public or private Project Manager
 - 2.3. References of the contract, if private supervision carried it out;
 - 2.4. Description of the studies (for projects of less scope, an introductory statement may be presented in the form of preliminary studies on condition of revealing the determination of costs and technical specifications
3. Are the quantities in the quotations compatible with the available financing?

In the case where the quantities are not compatible with the available financing, the Tenders Board will require the updating of the study prior to the launching of the consultation.

4. For services of less scope, the Project Owner or Delegated Project Owner may furnish a justification of calculation of quantities of the tender file.

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

Document No. 12:
**List of banking establishments
and financial bodies authorised to
issue bonds for public contracts**

BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
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.

II- Insurance companies

14. Chanas Insurance;
15. Activa Insurance