PEACE – WORK -FATHERLAND

REPUBLIC OF CAMEROON

***[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 invitation to tender]*  **for** *[Subject of the Invitation to tender]* |
|  |

**FINANCING: ………………………**

**BUDGET HEAD: ………………………**

**FINANCIAL YEAR …….**

*[****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].*

**MODEL TENDER FILE FOR WORKS CONTRACTS**

**JUNE 2014**

**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 works contracts through invitation to tender. It includes:*

***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 and signed by the Contracting Authority;*

***Document No. 3****: The General Regulations of the invitation to tender which include 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:*** *The Special Administrative Conditions (SAC) which treat issues relating to the execution of the contract and the related payments.*

***Document No. 6:*** *The Special Technical Conditions (STC) which include the technical specifications of the works to be executed.*

***Document No. 7*** *The Schedule of prices (specific nomenclature of the tasks to be executed and which must be costed by bidders).*

***Document No. 8:*** *The bill of quantities and estimates (the common base for the evaluation and comparison of bids).*

***Document No.*** *9: The sub-detail of prices*

***Document No. 10:*** *The model contract;*

***Document No. 11:*** *Model forms to be used by the bidders;*

***Document No. 12:*** *Forms for preliminary studies to be filled by the Project Owner or Delegated Project Owner;*

***Document No. 13:*** *The list of first rate banking establishments and financial institutions 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 conditions relating to the same subject.*

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

1. *Special information such as the name of the Contracting Authority, the Project Owner, the address for the withdrawal of the Tender File (TF) must feature in the tender notice and in the Special Regulations of the invitation to tender. The final document must not include blanks and alternative provisions.*
2. *Footnotes or those in italics in the tender notice, the Special Regulations, the Special Administrative Conditions, the schedule of prices and the detailed estimates are not part of the tender file, but they contain instructions which the Contracting Authority must follow strictly. 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 maintained because they contain instructions for the bidder or the contractor.*

*d) Evaluation criteria of bids and the various methods of evaluation featuring in the General Regulations must be the subject of profound reflection. 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 with the understanding that the inapplicable criteria are withdrawn from the final version of the Special Regulations of the invitation to tender.*

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Document No. 12: Justifications of preliminary studies

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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 complex works.

In case of restricted invitation to tender, the Project Owner or Delegated Project Owner is bound to launch a call for the expression of interest, in accordance with the model notice prepared by ARMP in order to pre-qualify candidates to bid for the tender concerned.

Once the pre-qualification report written by 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 Invitation to Tender]*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A: [*Name and address of enterprise*]

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).

1. 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]* to the following service *[indicate the service concerned, its location and full address].*
2. All tenders must include a bid bond of [*amount in CFA francs*] or of an equivalent amount in a freely convertible currency and must be submitted 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 bid-opening session.
3. This invitation to tender is addressed to the candidates in the following restricted list:

|  |  |  |
| --- | --- | --- |
| No. | Names of pre-qualified enterprises | Addresses |
| 1 |  |  |
| 2 |  |  |

1. Candidates on the restricted list may [*may not*] do joint bidding.
2. 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,

[*place and date of signature*]

[S*ignature, Name and stamp of the Contracting Authority*]

* MINMAP
* ARMP
* Project Owner or Delegated Project Owner
* Chairpersons of TB
* Notice boards

**Document No. 2**

**Tender Notice**

The tender notice in English and French furnishes information which the potential candidates may need to present an 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 on the tender notice**

**TENDER NOTICE**

No. ………………[**Type:** *ONIT,OIIT;RIIT,RNIT]* [*Contracting Authority or Project Owner/* **TB**/ [*Financial year*] of

[*Date of signature of the tender notice*] **for** [*Subject*]

**FINANCING……………………………………………………**

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 Request for Expression of Interest No.\_\_\_\_\_\_ of\_\_\_\_\_\_ published on \_\_\_\_\_\_\_\_ in\_\_\_\_\_\_\_\_\_]*

1. **Nature of services**

The works comprise notably: (position or volume of works)

1. **Execution deadline**

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

1. **Lots**

The works are divided into.......lots as follows.

1. **Estimated cost**

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

1. **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*]

1. **Financing**

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

1. **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 the conditions of the invitation to tender*] and valid for thirty (30) days beyond the date of validity of bids

1. **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.

**10. Acquisition of tender file:**

The file may be obtained from [*place of obtention of tender file* (*service, door number, post box, telephone, fax, e-mai*l)] as soon as this notice is published against payment of the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CFA francs [*in figures and letters]*, payable at [ *place of payment of purchase fees*].

**11. Submission of bids:**

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

***Invitation to tender No.*** …………../*Type: ONIT, OIIT, RIIT or RNIT*] [ *CA or DCA] CPM*/ [*Financial year*] of/[*date of signature of tender notice*]

for [*subject of invitation to tender*]

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

1. **Admissibility of bids**

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance. .

1. **Opening of bids:**

The bids shall be opened [*in a single or two*] phase(s) (*The opening of bids is single-phased. However, for complex projects that were the subject of pre-qualification, the opening shall be double-phased.*.

The opening of administrative documents and the technical [*and/or*] financial bids [*technical and financial if the opening is single-phased, technical only if the opening is double-phased*] on\_\_\_\_\_\_\_at\_\_\_\_\_\_\_o’clock local time by the [*Contracting Authority*] Tenders Board 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 n the Tender File*)

**14. Evaluation criteria**

[*There are two types of evaluation criteria: eliminatory and essential criteria. [The aim of these criteria is to identify and reject incomplete bids or bids not in conformity 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*].

1. *Eliminatory criteria*

*Eliminatory**criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according to the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.*

*They refer especially to:*

* Absence of bid bond
* False declaration or forged document
* Non compliance with major technical specifications (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 bid.

1. *Essential criteria*

*Essential criteria are those that are primordial or key in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender. They must be determined in relation to the nature and content of the works to be executed*.

Indicatively, the criteria related to the qualification of candidates will be on:

* Financial situation;
* Experience;
* Personnel;
* Equipment.

**15.** **Award**

*[The Contracting Authority must specify in the Special Regulations the conditions to fulfil in order to be the preferred bidder].*

*[In case of division into lots, indicate the maximum number of lots a bidder may be awarded].*

**16.** **Validity of bids**

Bidders will remain committed to their bids for [*Indicate the duration between 60 and 90 days for ONIT and 120 days for OIIT*] from the deadline set for the submission of bids.

**17.** **Complementary information**

Complementary technical 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]*

*Copies:*

* MINMAP
* ARMP
* Contracting Entity or Delegated Contracting Entity concerned
* Chairpersons of TB
* Notice Boards

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

*[Type : AONO, AOIO, AOIR ou AONR] [Autorité Contractante] CPM/ [Exercice budgétaire]* **du** *[Date de signature de l’Avis d’Appel d’Offres]* **pour** *[Objet de l’Appel d’Offres]*

**Financement :**

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

Dans le cadre de *[****à préciser****]*, l’Autorité Contractantelance un Appel d’Offres *[Type d’appel d’offres]* pour le compte *[du Maître d’Ouvrage ou Maître d’Ouvrage Délégué pour Objet de l’appel d’offres]*.

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

*(6)*

1. **Consistance des travaux**

Les travaux comprennent notamment : *(poste ou volume des travaux*).

1. **Délais d’exécution**

Le délai maximum prévu par le Maître d’Ouvrage ou le Maître d’Ouvrage Délégué pour la réalisation des travaux objet du présent appel d’offres est de *[Indiquer le délai par lot le cas échéant]* mois.

1. **Allotissement**

Les travaux sont subdivisés en ………… lots ci-après définis :

1. **Coût prévisionnel**

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

1. **Participation et origine**

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

1. **Financement**

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

1. **Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, précisant *[montant forfaitaire en FCFA pour chaque lot le cas échéant ; il est au plus égal à 2% du coût prévisionnel toutes taxes comprises (TTC) du marché conformément à l’arrêté en vigueur, L’Autorité Contractante, les conditions d’appel.]* et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

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

Le dossier peut être consulté aux heures ouvrables

à *[Lieu de consultation du DAO (service, numéro de porte, BP, téléphone, fax, e-mail)]* dès publication du présent avis.

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

Le dossier peut être obtenu au *[Lieu de retrait du DAO (service, numéro de porte, BP, téléphone, fax, e-mail)]* dès publication du présent avis, contre versement d’une somme non remboursable de *…….............................…..* francs CFA *[En chiffres et en lettres],* payable à *[Lieu de paiement des frais d’achat du DAO]*

1. **Remise des offres**

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

***Avis d’Appel d’Offres*** *[N ou I, O ou R]*

***n°……………../[****Type : AONO, AOIO, AOIR ou AONR]*

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

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

***Pour*** *[Objet de l’Appel d’Offres]*

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

1. **Recevabilité des offres**

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,…), conformément aux stipulations du Règlement Particulier de l’Appel d’Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l’Avis d’Appel d’Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

*(6) Préciser le support de publication habileté (JDM, Cameroon-tribune)*

*(7) Au Trésor Public pour les Administrations publiques et Collectivités territoriales décentralisées et dans le Compte spécial CAS- ARMP n° 335988 à la BICEC pour les Etablissements publics administratifs, Entreprises du secteur public et parapublic, CUY, CUD.*

1. **Ouverture des plis**

L’ouverture des plis se fera en *[un ou deux]* temps *(l’ouverture de tous les plis se fait en un seul temps. Toutefois pour les projets complexes, notamment ceux ayant l’objet d’une procédure de préqualification, l’ouverture peut se faire en deux temps.*

L'ouverture des pièces administratives et des offres techniques *[et/ou]* financières *[technique et financière si ouverture en un temps, technique uniquement si ouverture en deux temps]* aura lieu le …..............…............ à …............ heures par la Commission de Passation des Marchés de *[l’Autorité Contractante]* dans la salle de …..................... sise à.....................…

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix dûment mandatée.

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

1. **Critères d’évaluation**

*[Les critères d’évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. ~~[~~Ces critères ont pour objet d’identifier et de rejeter les offres incomplètes ou non conformes pour l’essentiel aux conditions fixées dans le Dossier d’Appel d’Offres relatives notamment à la recevabilité des pièces administratives, à la conformité de l’offre technique aux CCTP du DAO et à la qualification des candidats].*

1. *Critères éliminatoires*

*Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l’évaluation suivant les citernes essentiels. Le non-respect de ces critères entraîne le rejet de l’offre du soumissionnaire.*

*Il s'agit notamment:*

* Absence de la caution de soumission,
* Fausse déclaration ou pièce falsifiée,
* Non-conformité aux spécifications techniques majeures (à lister),
* Le non-respect de X critères essentiels (X supérieur ou égal à 1),
* Absence d’un prix unitaire quantifié,
* Non-conformité du modèle de soumission,

1. *Critères essentiels*

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

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :

* Situation financière ;
* Expérience ;
* Personnels ;
* Matériels.

1. **Attribution**

*[L’Autorité Contractante doit préciser dans le RPAO les conditions à remplir pour être attributaire.]*

*[En cas d’allotissement, indiquer le nombre maximum de lots dont un candidat peut être attributaire.]*

1. **Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant *[indiquer la durée entre 60 et 90 jours pour les AON et 120 jours pour les AOI]* à partir de la date limite fixée pour la remise des offres.

1. **Renseignements complémentaires**

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à *[service, numéro de porte, BP, téléphone, fax, e-mail].*

*[Lieu et date de signature(8)]*

*[Signature, nom et cachet (l’Autorité Contractante)]*

*Copies :*

* MINMAP
* ARMP ;
* Maître d’Ouvrage ou Maître d’Ouvrage  délégué concerné ;
* Présidents CPM ;
* Affichage.

**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 may need to prepare their bids in conformity with the conditions laid down by the rules and regulations in force.

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

This document contains standard articles that are not to be modified**.**

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**GENERAL RULES OF THE INVITATION TO TENDER**

1. **General**

**Article 1: Scope of the tender**

* 1. The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations.

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.

1. The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
2. In this Tender File, the term “day” means a calendar day.

**Article 2: Financing**

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

**Article 3: Fraud and corruption**

1. The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle:
2. The following definitions shall be admitted:
3. 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;
4. Is involved in “fraudulent manoeuvres” whoever deforms or distorts facts in order to influence the award or execution of a contract;
5. “Collusive practices” shall 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 bids at levels not corresponding to those resulting from competition;
6. “Coercive practices” shall 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.
7. Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought 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 entrepreneurs, subject to the following provisions:

1. 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.
2. 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, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
3. is or was associated in the past with 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
4. presents more than one bid within the context of 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.
5. The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

(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 supervisory authority of the Contracting Authority or Project Owner.

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

5.1 Building materials, the contractor’s materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2 Within the meaning of this 5.1 above, the term “originate” shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

**Article 6: Qualification of bidder**

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

1. submit a power of attorney making the signatory of the bid bound by the bid; and

(b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

(i) the production of certified balance sheets and recent turnovers;

(ii) access to a line of credit 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:

1. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
2. The bid and the contract must be signed in a way that is binding on all members of the group;
3. The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
4. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
5. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender.

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

**Article 7: Visit of works site**

7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Project Owner shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

7.3 The Project Owner may organise a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

**B. Tender File**

**Article 8: Content of Tender File**

8.1 The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1.The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract:

* 1. The execution schedule;
  2. Model of forms presenting the equipment, personnel and references;
  3. Model bidding letter;
  4. Model bid bond;
  5. Model final bond;
  6. Model of bond of start-off advance;
  7. Model of guarantee in replacement of the retention fund;
  8. Model contract;

Document No. 11. Models to be used by bidders;

* 1. Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, 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 compliance with all aspects of the said file.

**Article 9: Clarifications on the Tender File and complaints**

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority’s address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

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.

9.2 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 Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

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

10.1The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

* 1. 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 22 of the General Regulations of the invitation to tender.

**C Preparation of bids**

**Article 11: Tender costs**

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

**Article 12: Language of bid**

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

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

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

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

It includes:

1. all documents attesting that the bidder:

* has subscribed to all declarations provided for by the laws and regulations in force;
* paid all taxes, duties, contributions, fees or deductions of whatever nature;
* is not winding up or bankrupt;
* is not the subject of an exclusion order or forfeiture provided for by the law in force;

ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

1. ***Volume 2: Technical bid***

*b.1 Information on qualifications*

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

*b.2 Methodology*

The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

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

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

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

*b.4 Commentaries (optional)*

A commentary on the technical choices of the project and possible proposals.

1. ***Volume 3: Financial bid***

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

13.2 If in accordance with the provisions of the Special Regulations of the 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 14: Bid price**

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .

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

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

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

**Article 15: Currency of bid and payment**

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

**15.2 Option A**:The amount of the bid shall be entirely made in the national currency.

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

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

**15.3 Option B**:The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

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

1. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority’s country shall be in currency of the Contracting Authority’s country specified in the Special Regulations and called “national currency”;
2. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority’s country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

**Article 16: Validity of bids**

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.

16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.

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

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

**Article 17: Bid bond**

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

17.2 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 the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

17.5 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.

17.6 The bid bond may be seized:

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

(b) if the retained bidder:

i) fails in his obligation to register the contract in application of article 38 of the General Regulations;

1. fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
2. refuses to receive notification of the Administrative Order to commence execution.

**Article 18: Varying proposals of bidders**

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

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

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

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

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

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

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

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated “**ORIGINAL**”. In addition, the bidder shall submit the number required in the General Regulations, bearing **“COPY**”. In case of discrepancy, the original shall be considered as authentic.

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

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

**D. SUBMISSION OF BIDS**

**Article 21: Sealing and marking of bids**

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes “**ORIGINAL**” and “**COPY**”, as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 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 and identification number of the project as indicated in the Special Regulations and bear the inscription “***TO BE OPENED ONLY DURING THE BID-OPENING SESSION***” as specified in the Special Regulations.

21.3 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 bid if it is late in accordance with article 23 and 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 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 10 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 23: Late bids**

Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

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

24.1 A bidder may modify 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 the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription **“WITHDRAWAL**”, and “**REPLACEMENT BID**” or “**MODIFICATION”.**

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

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

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

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

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

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

25.2 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 shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked “**Replacement** bid” 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 the 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 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.

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*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.

25.4 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.

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. 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.

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

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a 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 attaches to his report the sheet that was handed to him, including any related commentaries or observations.

**Article 26: Confidential nature of the procedure**

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

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

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to with his bid may do so in writing.

**Article 27: Clarifications on the bids and contact with the Contracting Authority**

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto 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 30 of the General Regulations.

27.2 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 28: Determination of compliance of bids**

28.1 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.

28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

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

1. which substantially limits the scope, quality or realisation of the works;
2. which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
3. whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

28.5 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 29: Qualification of the bidder**

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

**Article 30: Correction of errors**

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

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

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

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

**Article 31: Conversion into a single currency**

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

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

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

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

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

1. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
2. By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
3. By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
4. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
5. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
6. If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
7. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

**Article 33: Preference granted national bidders**

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

**Article 34: Award**

34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

**Article 35: 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 Minister Delegate at the Presidency in charge of Public Contracts where the bids 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 36: Notification of award of the contract**

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

**Article 37: Publication of results of award and petitions**

37.1 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.

37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

37.3 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.

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

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

**Article 38: Signing of the contract**

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

**Article 39: Final Bond**

39.1 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 complete execution of the works.

39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

39.3 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 first rate financial institution approved in accordance with the instruments in force.

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

**DOCUMENT No. 4:**

**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 Projected Owner or Delegated Project Owner and/or Contracting Authority to furnish specific information corresponding to the clauses of the General Regulations featuring in Document No. 2. This information must be established for each contract.

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

1. Information which specify and complete the clauses of Document No. 2 must be included;
2. Amendments and/or possible addenda to the clauses of Document No. 2, determined by conditions specific to the tender under consideration must also be included.

This document must be filled by the Contracting Authority before the publication of the tender file. The following provisions which are specific to works forming the subject of the call for tender, complete or specify the provisions of the General Regulations of the invitation to tender.

In case of conflict, the following provisions take precedence over the General Regulations of the invitation to tender. The figures of the first column refer to the corresponding article in the General Regulations of the invitation to tender. The provisions of the General Regulations of the invitation to tender not repeated in the Special Regulations shall remain applicable.

**Special regulations of the invitation to tender**

This document must be filled by the Project Owner or Delegated Project Owner and/or Contracting Authority before the publication of the Tender File. The following provisions which are specific to works forming the subject of the invitation to tender should complete or where necessary, specify the provisions of the General Regulations of the invitation to tender. In case of conflict, the following provisions will prevail over those of the General Regulations. Figures in the first column refer to the corresponding article in the General Regulations.

*[Instructions shall be furnished, as the need arises, by notes in italic]*

|  |  |
| --- | --- |
| **References of the General regulations** | **General** |
| 1.1 | Definition of works:  [*Insert a summary description of the works and specify their relationship with other contracts of the project.*  *If the works form the subject of distinct invitations to tender, describe the other lots*]  Name and address of the Contracting Authority:  Reference of Invitation to tender: |
| 1.2 | Execution deadline:  (*Where need be, reference should be made to article 18(1) below]* |
| 2.1 | Source of financing  Name of borrower: Name of project:  (*For foreign funded contracts, insert the name of the borrower and indicate where necessary, his relationship with the Project Owner or Delegated Project Owner, as it is indicated in the pre-selection notice. Also indicate the exact name of the project]* |
| 4.1 | List of pre-qualified candidates, where applicable |
| 5.1 | Origin of building materials, equipment, materials, supplies and equipment: |

**6.1 Evaluation criteria**

[*There are two types of evaluation criteria: eliminatory and essential. The aim of these criteria is to identify and reject bids that are incomplete or non compliant essentially to the conditions laid down in the Tender File relating especially to the admissibility of administrative documents, to the compliance of the technical offer with the Special Technical Conditions of the Tender File and the qualification of candidates*].

*Eliminatory criteria*

*Eliminatory criteria fix the minimum conditions to fulfill to be admitted for evaluation of bids according to the essential criteria. They must not be the subject of scoring. The non respect of these criteria shall lead to the rejection of the bidder’s bid*.

*Essential criteria*

*The so-called essential criteria are those that are primordial or key in judging the technico-financial capacity of candidates to execute the works, subject of the invitation to tender. These criteria must be determined in relation to the nature and scope of the works to be executed.*

Indicatively, the criteria related to the qualification of candidates shall concern:

* + - * Financial situation
      * Experience
      * Personnel
      * Equipment.

**Financial situation**

Submission of certified financial statements or if that is not required by the regulations of the candidate’s country, other financial statements acceptable to the Contracting Authority for the [insert the number of years, minimum of 5](1) last years demonstrating the current solidity of the financial situation of the candidate (financial situation issued by an approved bank, certified balance sheets, annual turnover).

***(1) Note to the Project Owner:*** *The periodicity specified is generally 3 years; it can be increased to a maximum of 5 years. Financial information furnished by a candidate should be the examined with due attention for informed judgment to be made. Any abnormal information which could lead to financial difficulties during the execution of the contract, should lead to the Project Owner to seek the opinion of a financial expert]*

***For budding enterprises,*** *this situation could be assessed in an objective manner by reference to the financial capacity of the candidate (appropriate declarations from authorised banks or financial establishments or where necessary*, *proof of insurance of professional risks) and the financing needs of the contract.*

*1 The amount entered (financial capacity) should normally not be lower than 30% of the annual turnover or cash flow of the proposed works contract (on the basis of an identical monthly projection of the estimated cost by the Project Owner, including unforeseens, during the duration of the contract).*

1. *The period is normally 3 years.*
2. *In case of grouping, it could be indicated that each member of the group should provide 25 to 30% of the total amount required and that the representative of the group should provide 50 to 60% of the required amount.*
3. *The amount of the turnover should not be set at a very high level in a way as to prevent enterprises which have the required technical and financial capacities from meeting the qualification criteria*

Experience

* + - General experience in public works

Experience in similar public works as an entrepreneur during the last \_\_\_\_\_\_\_\_

*[three to fiv*e] years which precede the deadline for the submission of bids.

* + - Specific experience in similar works

Having effectively executed satisfactorily and completely for the most part as an entrepreneur or sub-contractor at least \_\_\_\_ [1] \_\_\_\_\_\_ (\_\_\_\_\_ ) similar contracts of the projected works during \_\_\_\_\_\_\_ [2] \_\_\_\_ ( ) past years with a minimum value of \_\_\_\_\_\_ [3] \_\_\_ (\_\_\_\_). The similarity will be on the physical size, complexity, methods/technologies or other characteristics.

***(2) Notes to the Project Owner:*** The nature of supporting documents of this experience must be assessed with objectivity (a final acceptance report4 may replace an attestation of execution).

*1. The number of contracts must be from one to three (and is normally two) according to the size and complexity of the project in question, to the risk to the Project Owner of default by the entrepreneur. For example, for contracts of small to medium scope, a Project Owner may be ready to take the risk of awarding a contract to a candidate who has executed only one similar contract. This number must also be fixed in a discriminatory manner but taking into the number of similar structures executed in the country.*

*2. The period covered is normally three to five years.*

*3. The amount indicated could be about 30% of the estimated value of the contract, in a rounded amount.*

*4. For contracts whose guarantee period has not elapsed, the provisional acceptance report shall be accepted.*

**3- Personnel**

The candidate must establish that he has the required personnel for the following key positions:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Position | Total experience in works (years) | Experience in similar works (years) |
| 1 |  |  |  |
| 2 |  |  |  |
| …. |  |  |  |
| N |  |  |  |

*[Insert in the above table: (i) the list of key positions (e.g. Construction Manager, responsible for the main work site, works foreman for structures, head mechanic, logistics officer; etc. (ii) the number of years of experience in works required for each of the key personnel (from \_\_\_\_ to \_\_\_\_ years) and (iii) the number of years of experience in similar works required for each key personnel (from \_\_\_ to \_\_\_ years)].*

**4- Equipment**

The candidate must establish that he has the following equipment:

|  |  |  |
| --- | --- | --- |
| **N0.** | **Type and characteristics of equipment** | **Minimum number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |
| n |  |  |

*[Insert in the above table: (i) the list of the most important equipment required for the execution of the works (ii) the minimum number required by type of equipment (iii) the availability of this equipment through rental, purchase could be envisaged and provide for application of reduction for evaluation].*

|  |  |  |
| --- | --- | --- |
| **No.** | **Eliminatory criteria** | **Essential criteria** |
| 1 | **Financial situation** (for example the financial situation equivalent to at least one third of the estimated amount) | **Financial situation** (for example presentation of certified financial statements, turnover) |
| 2 | **General experience** (for example, non execution of the required number of similar projects during the prescribed period in relation to the complexity of the project to be executed)  **Specific experience** (for example, has not executed a similar project as an entrepreneur or as sub-contractor) | **General experience** (for example, execution of the required number of similar projects during the prescribed period in relation to the complexity of the project to be executed)  **Specific experience** (for example, execution of the required number of similar projects during the prescribed period) |
| 3 | **Personnel** (for example, non-respect of the profile of the Project Manager) | **Personnel** (for example, qualification and experience of key execution personnel). |
| 4 | **Equipment** (for example, non presentation of the key equipment in relation to the nature of the project to be executed) | **Equipment** (for example, minimum quality and quantity required necessary for the execution of the envisaged project) |

***Notes to the Project Owner****: it is up to the Project Owner to specify the essential and eliminatory criteria.* ***Given that a criterion cannot be both eliminatory and essential. This number must also be fixed in taking into account the number of structures executed in the country.***

|  |  |
| --- | --- |
| 7.3. | Visit of site of works and preparatory meeting (venue and date, where need be) |
| 12. | Language(s) of bid: English or French |

*13.1 The list of documents referred to in article 13 of the General Regulations must be completed, grouped in three volumes respectively inserted in internal envelopes and detailed as follows:*

***Envelope A- Volume 1: Administrative documents***

*For international invitations to tender, they will notably include:*

1. *Declaration of intention to tender, stamped for local bidders (according to the attached model);*
2. *The group agreement, where need be;*
3. *The power of attorney where need be;*
4. *A certificate of non-bankruptcy established by the Court of First Instance or any other document established by the competent institution of the country of residence of the foreign bidder dated not more than three (3) months preceding the date of submission of bids;*
5. *An attestation of the bidder’s domiciliary bank issued by a bank approved by the Ministry in charge of finance of Cameroon, except otherwise provided by the provisions of a funding agreement;*
6. *Receipt of purchase of the Tender File;*
7. *The bid bond (according to the attached model) of an amount of \_\_\_\_\_\_\_\_\_\_ and a validity of \_\_\_\_\_\_\_\_\_ months established by a first-rate bank approved by the Ministry in charge of Finance of Cameroon, except otherwise provided by the provisions of a funding agreement;*
8. *An Attestation of Non-exclusion from public contracts delivered by the authority competent for the regulation of public contracts;*

*Where necessary, a certificate of visit of the site;*

*In addition, bidders installed in Cameroon should produce the following documents:*

1. *An attestation less than three (3) months old signed by the Director General of the National Social Insurance Fund certifying that the bidder has fulfilled his obligations towards the fund;*
2. *An attestation less than three months old signed by the Director of Taxes certifying that the bidder has effected all statutory declarations in issues of taxes for the current financial year;*
3. *In case of a group of companies each member of the group must present a complete administrative file, documents e, f, g, I being presented only by the representative of the group.*

***Envelope B- Volume II: Technical bid***

*b.1 Information on qualifications*

The Special Regulations specify the list of documents to be furnished by bidders to justify the qualification criteria mentioned in article 6 of the Special Regulations.[*in accordance with qualification forms to be inserted in the Tender File by the Contracting Authority]*

*b.2 Technical proposals*

[*to be completed]*

*b.3 Proofs of acceptance of the contract conditions [to be completed]*

|  |  |  |
| --- | --- | --- |
|  | ***Envelope C- Volume III: Financial bid***  c.1 *The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;*  *c.2 The duly filled Unit price schedule;*  *c.3 The duly filled detailed estimates;*  *c.4 The sub-details of prices and/or the breakdown of all-in a prices*  *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 its examination.* |  |
|  | **Price and currency of bid** |  |
| 14.3. | [*Indicate here, if necessary, the specific exclusion of taxes, dues and duties which must be reflected in the price offered. This clause must conform with article 27 of the SAC*] |  |
| 14.4. | The prices of the contract [*are/not*] revisable  *[Contracts whose duration is less than twelve (12) months cannot be the subject of price revision]* |  |
| 15.1. | *[In the case of international invitations to tender, indicate if the currency(cies) of bid is (are) defined following option A or option B of article 15 of the General Regulations].* |  |
| 15.2. et  15.3 | Currency(cies) of bid and indication of exchange rate |  |
|  | **Preparation and submission of bids** |  |
| 16.1. | Period of validity of bids:  The period of validity of bids shall be \_\_\_\_\_\_ days from the date of submission of bids  *[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 works and obtain references, clarifications and necessary authorisations (including non-objection from the Donor) and notify the award of the contract. Normally, the period of validity should not exceed one hundred and twenty (120) days].* |  |
| 17.1. | Amount of the bid bond  *[The amount must be that indicated in the letter of pre-qualified candidates (or in the tender notice in the case where there was no pre-qualification). To avoid that the price may be deduced from that of the bond, it is preferable that the bond be expressed in the form of a fixed amount and not in percentage, the fixed sums are set by an application instrument issued by the competent authority. In case of lots, the amount of bid bond for each lot should be indicated]* |  |
| 18.1. | Bids shall be evaluated on the basis of an execution deadline of works between a minimum and maximum \_\_\_\_\_\_\_ days. The evaluation method features in article 32(2e) of the General Regulations. The execution deadline proposed by the preferred bidder shall become the contractual execution deadline.  *[This provision shall be included with the appropriate deadlines where the Project Owner or Delegated Project Owner expects net advantages of shorter execution deadline; it may also be retained in case of grouped lots. Otherwise, it must be suppressed].* |  |
| 18.3. | Technical variants on part(s) of works specified below are permitted within the framework of the provisions laid down in the Technical Specifications:  *[This provision shall be included where variants are envisaged with the possibilities of net price advantages, shorter execution deadlines and/or better technical performance. Reference to the Technical Specifications will be mentioned. Otherwise, it must be suppressed].* |  |
| 19.1. | Venue, date and time of preparatory meeting to the establishment of bids:  [*Indicate the address of the meeting venue or specify that there will be no meeting. The meeting must take place at least four (4) weeks prior to the deadline for the submission of bids and at the same time as the visit of the site if it is provided for (article 7(3) of the General Regulations)]* | |
| 20.1. | Number of copies of the bid which must be filled and sent.  *[Normally seven (7) including one original and six (6) copies. Take account of the copy to be forwarded to the body in charge of regulation not later than 72 hours after the opening of bids].* | |
| 21.2. | Address of the Contracting Authority to be used for the submission of bids:  *[Must be the same as that featuring in the invitation letter to pre-qualified candidates where applicable and in the tender notice].*  Number of the invitation to tender: | |
| 22.1. | Date and time-limit for submission of bids:  *[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 22(2) of the General Regulations of the invitation to tender].* | |
| 25.1 | Venue, date and time of opening of bids  *[The opening of bids must take place within one hour of the deadline for the submission of bids]* | |
|  | **Evaluation and comparison of bids** | |
| 31.2. | Currency retained for the conversion into a single currency: the CFA franc  Source of exchange rate: Bank of Central African States  Date of exchange rate:  *[Retain a date which will not be anterior by more than twenty-eight (15) days to the time-limit for the submission of bids nor posterior to the initial date of expiry of the validity of bid]*. | |
| 32.2. (e) | The execution time-limit will be evaluated as follows:  *[If the execution time-limit is an evaluation factor, the evaluation method must be specified here, in the form of a specific amount, per week of delay from the “standard” or minimum execution deadline, amount linked to the prejudice estimated by the Project Owner. The amount must not exceed the corresponding amount of penalties for delays featuring in the Special Administrative Conditions].* | |
| 32.2 (g). | The method of evaluation of technical variants shall be following:  *[Insert, where need be, with reference to the provisions of Technical Specifications].* | |
| 33.1. | National bidders shall *[not]* benefit from a margin of preference during evaluation.  *[*  *If the application of national preference to a national contractor plays a role in the award of the contract, insert here the possible additional criteria required by the Contracting Authority to benefit from this preference].* | |
|  | **Award of the contract** | |
| 34.1 and 34.2 | *[Specify the award conditions]* | |
|  | **Final bond** | |
| 39.1  39.2 | *[Indicate the form and amount of the final bond which should be furnished by the preferred bidder and presented in the form indicated in the Tender File* | |

**DOCUMENT No. 5: 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. 5, 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 all 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 and Project Owner should follow to prepare each Tender File and the draft contract

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

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**Chapter I: General**

**Article 1: Subject of contract**

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

The subject of this contract shall be the \_\_\_\_\_\_\_works [*indicate the complete subject of the works*]

**Article 2: Contract award procedure**

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

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

* 1. *General definitions (cf. Code)*
     + The Contracting Authority shall be [*to be specified*]

He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.

* + - The authority in charge of the effective execution of the works: the Ministry in charge of Public Contracts.
    - The Contract Engineer shall be [*to be specified]*, hereinafter referred to as the Engineer.
    - The Project Owner shall be: [*to be specified*]. He represents the beneficiary administration of the works.
    - The Project Manager shall be: [*to be specified*].

He ensures respect of the administrative, technical and financial conditions and contractual deadlines.

* + - The Contract Engineer shall be: [*to be specified*].
    - 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 contractor shall be [*to be specified]*.
  1. *Security*

This contract may be used security subject to any form of transfer of the debt.

In this case:

* + - 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*].
  1. Duties of the Control Mission, Project Manager
     1. Missions *[to be completed, where need be]*
     2. Means put at the disposal of the Control Mission [t*o be completed where need be].*

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

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

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

**Article 5:** **Constituent documents of the contract (Article 4 of GAC)**

The constituent contractual documents of this contract are in order of priority: *(to be adapted to the nature of the works).*

1) The tender or commitment letter;

2) The bidder’s tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;

3) The Special Administrative Conditions (SAC);

4) The Special Technical Conditions (STC);

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) Plans, calculation notes, trial documents, geotechnical documents *[insert and indicate, where need be, names and references]*.

7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;

8) The General Technical Condition(s) applicable on the services forming the subject of the contract *[insert and indicate, where need be, names and references].*

**Article 6: General instruments in force**

This contract shall be governed by the following general instruments *[to be adapted according to the case]*:

1. *Framework Law No. 96/12 of 5 August 1996 on the management of the environment;*
2. *The Mining Code;*
3. *Instruments governing the various professional bodies;*
4. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
5. *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;*
6. *Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;*
7. *Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;*
8. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
9. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*
10. *Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;*
11. *Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies*
12. *Unified Technical Documents (DTU) for building works;*
13. *Applicable standards;*
14. *Other instruments specific to the domain concerned with the contract.*

**Article 7:** **Communication (Articles 6 and 10 supplemented)**

* 1. All communications within the framework of this contract shall be written and notifications sent to the following address:
     + - 1. In the case where the contractor is the addressee: Sir/Madam..........

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [*to the specified*] council, chief town of the province in which the work was done;

* + - * 1. In the case where the Project Owner is the addressee:

Sir/Madam\_\_\_\_\_\_\_ [*to be specified*] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.

* + - * 1. In the case where the Contracting Authority is:

Sir/Madam [*to be specified*] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

* 1. The contractor shall address all written notifications or correspondences to the Project Manger with a copy to the Contract Manager.

**Article 8:** **Administrative Orders (Article 8 of GAC)**

The various Administrative Orders shall be established and notified as follows:

* 1. The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the ContractManager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
  2. Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

* 1. Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
  2. Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
  3. Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
  4. Administrative Orders prescribing works necessary to remedy disorders which could appear on structures 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 contractor by the Contract Engineer.
  5. The contractor 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.
  6. Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

**Article 9: Contracts with conditional phases (Article 9 of GAC)**

* 1. [*Specify if the contract has one or several phases*]

At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [*to be specified*].

**Article 10: Contractor’s equipment and personnel (Article 15 of GAC supplemented)**

* 1. 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 contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
  2. In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has \_\_\_\_ days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
  3. Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [*to be specified where need be*].

**Chapter II: Financial conditions**

**Article 11 Guarantees and bonds (Articles 29 and 41 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.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.

* 1. ***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 Project Owner upon request by the contractor.

* 1. ***Guarantee of start-off advance***

[*Specify, if need be, the rates (20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee*]

**Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)**

The amount of this contract as indicated by 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.
    - Amount of TSR and/or \_\_\_\_\_\_\_\_\_\_\_\_\_CFA F
    - Net to be paid= EVAT-TSR and/or AIR

**Article 13: Place and method of payment**

The Project Owner shall release the sums due in the following manner:

1. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No.\_\_\_\_\_\_\_\_\_ opened in the name of the contractor in the \_\_\_\_\_\_\_\_\_\_\_bank.
2. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No.\_\_\_\_\_\_\_\_\_ opened in the name of the contractor in \_\_\_\_\_\_\_\_bank.

**Article 14: Price variation (Article 20 of GAC)**

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

1. Payments on account made to the contractor as advances shall not be revisable.
2. Revision shall be “frozen” upon expiry of the contractual time-limit, except in the case of price reductions.
   1. Price updating modalities (where applicable)

*[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 prices].*

**Article 15: Price revision formulae (article 21 of GAC)**

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 of the parameter, the index “0” indicates the “basic value” on the date of the month preceding that of the opening of bids.

*[Comply with Circular No. 003/CAB/PM of 31 January 2011]*

**Article 16: Price updating formulae (article 21 of the 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: Works under State supervision (Article 22 of GAC supplemented)**

* 1. The percentage of works under State supervision shall be *[must not exceed 2 %]* of the amount of the contract and its additional clauses, where applicable.
  2. In the case where the contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
     + The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
     + The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
     + The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
     + Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
     + The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor’s unforeseens.

**Article 18: Evaluation of works (article 23 of the GAC)**

This contract is at *[unit price, all-in price or unit and all-in price]*.

**Article 19: Evaluation of supplies (article 24 of the GAC supplemented)**

* 1. *[indicate, where applicable, the modalities for payment of supplies].*
  2. No security shall be requested for payments on account on supplies.

**Article 20: Advances (article 28 of the GAC)**

* 1. The Contracting Authority *[shall (not)]* grant a start-off advance *[equal to \_ % of the amount of the contract]*.
  2. This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
  3. The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
  4. As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
  5. The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

**Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)**

* 1. **Establishment of works executed**

*Before the 30th of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.*

* 1. ***Monthly detailed account***

*No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.*

*Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of the Ministry in charge of Finance*

*Only the amount exclusive of VAT shall be paid to the contractor as follows:*

* + - *[100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the contractor;*
    - *1.1 % paid to the public treasury as AIR due by the contractor.*
    - *7.5% or 15% paid into the public treasury as TSR due by the contractor.*

*The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.*

*The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.*

*The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.*

*Payments shall be done by\_\_\_\_\_\_\_\_\_ within a maximum deadline of \_\_\_\_\_\_\_ calendar days from the date of submission of the approved detailed accounts.*

* 1. **Detailed account of start-off account** (*if applicable*).

**Article 22: Interest on overdue payments (Article 31 of the 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 23: Penalties (Article 32 of the GAC supplemented)**

1. **Penalties for delay**
   1. The amount set for penalties for delays shall be set as follows:
2. 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;
3. One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
   1. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.
4. **Specific penalties [amount to be indicated]**
   1. Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non observation of the provisions of the contract, especially:
      * Late submission of final bond;
      * Late submission of insurances;
      * Late submission of the draft execution schedule if the the lateness is caused by the contractor.

**Article 24: Payment in case of a group of enterprises (article 33 of the GAC)**

1. In the case of a group of enterprises, indicate the method of payment of co- and sub-contractors, where need be.
2. Indicate the method of payment of sub-contractors, where need be.

**Article 25: Final detailed account (article 34 of the GAC)**

* 1. [*Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].*

After completion of the works and within a maximum time-limit of \_\_\_\_\_ days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

* 1. [*Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager (maximum one month)].*
  2. *[Indicate the time-limit available to the contractor to return the signed final detailed account (maximum 1 month)].*

**Article 26: General and final detailed account (article 35 of the GAC)**

* 1. *[Indicate the time-limit available to the Contract Manager or the Project Manager to establish the general detailed account and forward to the contractor after final acceptance (maximum 1 month)]*

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

The signing of the general and final detailed account without reservation by the contractor definitely binds the two parties, puts an end to the contract, except with regard to interest on overdue payments.

* 1. *[Indicate the time-limit available to the contractor to return the signed final detailed account (maximum 1 month)].*

**Article 27: Tax and customs regulations (article 36 of the GAC)**

Decree No. 2003/651/PM of 16 April 2003 lays down the terms and 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;
* Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
* Council dues and taxes;
* Dues and taxes relating to the extraction of building materials and water.

These elements must be included in the costs which the 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 28: Stamp duty and registration of contracts (article 37 of GAC)**

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

**Chapter III: Execution of works**

**Article 29: Nature of the works (article 46 of GAC)**

The works shall include especially: (position or volume of works)

(*To be specified cf. Special Technical Conditions)*

**Article 30: Role and responsibilities of the Project Owner (GAC supplemented)**

30.1 The Project Owner shall be bound to furnish the contractor with information necessary for the execution of his mission and to guarantee, at the cost of the contractor, access to sites of projects.

30.2 The Project Owner shall ensure the contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

**Article 31: Execution time-limit of the contract (article 38 of the GAC)**

31.1 The time-limit for the execution of the works forming the subject of this contract shall be: *[to be specified]* months *[in figures and letters].*

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [*or that fixed in this Administrative Order- to be specified*].

**Article 32: Role and responsibilities of the contractor (article 40 of the CAG)**

The detailed and general plan of progress of the works shall be communicated to the Project Manager in [*to be specified*] copies at the beginning of each [*to be specified*].

**Article 33: Provision of documents and site (article 42 of the GAC)**

A reproducible copy of the plans featuring in the Tender File shall be submitted by [*the Contract Manager or Project Manager*].

The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

**Article 34: Insurance of structures and civil liabilities (article 45 of GAC)**

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (*to be adapted*):

* + - *Liability insurance, business manager;*
    - *Comprehensive insurance of the site;*
    - *Insurance covering its ten-year obligation*, *where applicable.*

**Article 35: Documents** **to be furnished by the contractor (Article 49 of the GAC supplemented)**

[*Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated*]

* 1. **Programme of works, Quality Assurance Plan and others** (***to be specified).***

1. Within a minimum deadline of [*thirty (30) days]* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *[six (6)]* copies for the approval of [*Contract Manager after the endorsement of the Project Manager (or Project Engineer]* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

This programme shall be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

* + - Either the indication “GOOD FOR EXECUTION”;
    - Or the indication of their rejection including the reasons for the said rejection.

The contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

The approval given by the Contract Manager or Project Manager does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

1. The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
2. The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
3. The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.
   1. **Execution draft**
4. The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [*Contract Manager or Project Manager*] at most one month (*specify the duration which must not exceed one month*) prior to the date provided for the commencement of execution of the corresponding part of the structure.
5. The [*Contract Manager or Project Manager*] has a deadline of *[fifteen (15) days]* to examine and make known his observations. The contractor then has a deadline of [*eight days*] to present a new file including the said observations.

35.3 In case of the non observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

**Article 36: Organisation and safety of sites (article 50 of the GAC)**

* 1. Signboards at the beginning and end of each section must be placed within a maximum deadline of one month after the notification of the Administrative Order to commence work.
  2. The services to inform in case of interruption of traffic or along the deviated itinerary: *[To be specified in accordance with article 50(2) of the GAC].*
  3. Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

**Article 37: Implantation of structures**

The Project Manager shall notify within [*specify*] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

**Article 38: Sub-contracting (article 54 of the GAC)**

The part of the works to be sub-contracted shall be [*specify*] % of the initial amount of the contract and its additional clauses (*the ceiling is 30 %).*

**Article 39: Site laboratory and trials (article 55 of GAC)**

* 1. Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
  2. The Contract Manager has a deadline of [*specify*] days to approve the contractor’s personnel and laboratory as soon as the request is made.

**Article 40: Site logbook (article 56 of the GAC supplemented)**

* 1. The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor’s representative each day.
  2. It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

**Article 41: Use of explosives (article 60 of the GAC)**

[*Specify the possible restrictions or bans*]

**Chapter IV: Acceptance**

**Article 42: Provisional acceptance (article 67 of the GAC)**

Before the provisional acceptance, the contractor shall request in writing to the Project Owner with a copy to the Contracting Authority, the Engineer and Paying Body the organisation of a technical visit prior to the provisional acceptance.

* 1. Tests included in the operations prior to acceptance [*insert if applicable*].
  2. Possible ascertainment of the folding up of the site installations and the restitution of the site as was [*insert and modify if applicable*];
  3. The Acceptance Commission shall comprise the following members indicatively:

1. *The Project Owner or his representative or the Contract Manager as chairperson;*
2. *The Contract Manager or his representative; member or chairperson;*
3. *Contract Engineer, member;*
4. *Other members;*
5. *Project Manager of the Contract Engineer as Rapporteur.*

The contractor shall be convened to the acceptance by mail at least [*10 days*] prior to the 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.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed to provisional acceptance of the works 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 works.

* 1. [*Indicate if partial acceptance is provided for*].
  2. [*Indicate if the guarantee period commences or not at the date of acceptance of this partial acceptance*].

**Article 43: Documents to be furnished after execution (article 68 of the GAC)**

* 1. *[Indicate the list of the documents to be furnished within a time-limit of 30 days after provisional acceptance].*
  2. *[Indicate the amount to be retained on the caution in terms of penalty for non supply].*

**Article 44: Guarantee period (article 70 of the GAC)**

The guarantee period shall be *[to be specified]* to run from the date of the provisional acceptance of the works.

**Article 45: Final acceptance (article 72 of the GAC)**

* 1. Final acceptance shall take place within a maximum deadline of *[fifteen (15) days]* from the date of expiry of the guarantee.
  2. The Project Manager [shall *[not]* be member of the commission.
  3. The procedure for final acceptance shall be the same as for provisional acceptance.

**Chapter V: Sundry provisions**

**Article 46: Termination of the contract (article 74 of the 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 74, 75 and 76 of the GAC especially in one of the following cases:

* + - Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
    - Delay in work resulting in penalties of more than 10 % of the amount of the works;
    - Refusal to repeat poorly executed works;
    - Default by the contractor;
    - Persistent non payment for services.

**Article 47: Case of force majeure (article 75 of the GAC)**

If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

* + - *Rainfall: 200 millimetres in 24 hours;*
    - *Wind: 40 metres per second;*
    - *Flood: decennial flood frequency.*

**Article 48: Disagreements and disputes (article 79 of the GAC)**

Disagreements and disputes resulting from the execution of this contract may be settled amicably.

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

**Article 49: Production and dissemination of this contract**

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

**Article 50 and last: Entry into force of the contract**

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 contractor by the Contracting Authority.

Document No. 6:

Special Technical Conditions (STC)

**Note on the preparation of the Special Technical Conditions**

(*This note relating to the preparation of the Special Technical Conditions is meant uniquely for the Project Owner or the persons who will prepare the Tender File and must not feature in the final files*).

**Principles to follow**

1. For bidders to be able to meet the conditions posed by the Contracting Authority in a realistic and competitive manner and without having to include reservations in their bids or special conditions, there is need for both clear and precise Special Technical Conditions and plans. In the case of an international invitation to tender, these specifications must be established in a way as to ensure as wide a competition as possible while at the same time clearly stating the criteria which the works, structures, materials and services which form the subject of the contract must fulfil. It is only on this condition that the objectives of economy, efficiency and equity in the award of the contract may be met, that the compliance of bids shall be ensured and the ulterior work of evaluation of the bids may be facilitated. Special Technical Conditions must require that all the supplies and materials necessary for the execution of the works be new, not used and the most recent or current model and unless the contract specifies otherwise, that they include all the latest improvements on the conception or materials.
2. In principle, most Special Technical Conditions are chosen and defined by the Project Owner and Contracting Authority in relation to the works provided for in the said contract. There is therefore no standard model of technical specifications applicable on all contracts, whatever the sector considered but there are well established principles and practices and of which these documents are a reflection. That is why the Contracting Authority must ensure that these specifications are not restrictive. By specifying the criteria which must be met by works, structures, materials and services forming the subject of the contract, it is useful to use, as far as possible, internationally recognised criteria. If other special criteria are used, the specifications must specify that the types of supplies, materials and works meeting other generally admitted criteria and ensuring equal or superior quality to that targeted by the criteria mentioned shall also be accepted.

The Special Technical Conditions will in particular include detailed information concerning the following factors:

1. Description and nature of works and structures;
2. Organisation of the site and preparatory works;
3. Origin, quality and preparation of materials;
4. Method of execution of works.

**Technical variants**

1. In accordance with the General Regulations of the invitation to tender, the Project Owner will decide, if need be, if he lets bidders to include technical variants in their bids. These variants are justified in the cases where it is possible to envisage options which could be less costly than the technical solutions indicated in the Tender File. The Contracting Authority will normally indicate the types and/or sections of the works for which variants may be have a comparative advantage because of the particular skills of the bidders. For example, it could concern the following works:
   * + Foundations (*use of patented processes and special materials; type, diameter, length and density of piles, construction details; etc*);
     + Pillars, beams, floors (*reinforced concrete, pre-stressed concrete, etc*);
     + Patented processes of putting concrete structures under tension;
     + Covering the surfaces of the structures;
     + Hydraulic materials, coverings and piping and conduit joints, wells;
     + Structures and materials of pavements (*bitumen-bound granular material, cement-bound granular material, asphalt, concrete, etc*);
     + Configuration and mounting of electricity transmission pylons, hydroelectricity dams;
     + Lighting of pavements.

The file will contain a description of works for which variants are allowed with the necessary references to drawings, specifications, price schedules and unit costs, conception, trial and control criteria. It will also be specified that variants will at least be equivalent, in their structure and functioning, to the conception parameters and specifications indicated in the file. Finally, it will be required that the variants be accompanied by all the necessary information to enable the Contracting Authority make an evaluation.

Consequently, the bidder must be invited to include in his bid, the drawings, calculation notes, technical specifications, details of prices, methods and construction processes and any other appropriate detail. As specified, where need be, in the General Regulations governing the invitation to tender, the technical variants submitted in this manner shall be considered and evaluated by the Contracting Authority based on their own merit and independently of the fact that the bidder offered or not the basic solution defined in the Tender File.

**Drawings and files**

1. The Tender File will normally include a series of drawings and files including among others, a site plan indicating the location of the site in relation to the local geography. An indication of the main roads, airports, railways and electricity network is also useful. Construction plans, even if they are not detailed, must furnish sufficient information to enable bidders understand the nature and complexity of the envisaged works and be able to cost the prices requested in the schedule of prices and Bill of Quantities.
2. Generally, the drawings and files are put together in a specific section of the Tender File and in the form of a separate volume; a format may be different from the other documents of the file. This format may be dictated by the scale of the maps and drawings which must not be reduced to the point of rendering the details illegible.

Document No. 7:

Schedule of unit prices

**Note on the schedule of prices**

(*This note relating to the preparation of the schedule of prices is furnished to the Contracting Authority or persons who will prepare the Tender File for information purposes only. It must not feature in the final Tender File*).

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

**Objectives**

The objectives of the Price Schedule are:

1. To ensure a proper understanding of the prices of the bids to be evaluated on the basis of a nomenclature defining these prices in relation to the elementary tasks constituting a price item;
2. To ensure, once the contract is entered into, the evaluation and payment for works executed. To attain these objectives, the schedule of prices must catalogue the works in sufficient details to distinguish between the various types of works or between works of the same nature executed at different locations or among any other conditions likely to give rise to variations in cost, bearing in mind that prices also include any suggestions resulting from the application of administrative and technical provisions laid down in the written documents.

**Price Series**

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

**Units of measure**

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

Metre : m Centimetre : cm Millimetre : mm

Hectar : ha Square metre  : m2 Square millimetre : mm2

Litre : l Cubic metre : m3 Unit : u

Kilogramme : kg Tonne : t All-in : a

Second : s Hour : h

**Presentation of schedule of prices**

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

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

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

**Model of Price Schedule of unit prices**

(*Case of road works*)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Price No.** | **Designation of tasks and unit prices in letters** | Unit | **Unit prices (in figures)** | | |
| (CFA F EVAT) | In foreign currency, where need be | |
| **100** | **Series 100- Installation of site**  **Installation of site**  This price remunerates at an all-in price the installation costs of the site as well as the delivery and removal of materials. It includes:   * + - The cost of acquisition or temporary occupation of the necessary land, compensations of all types;     - The preparation of surfaces, construction, building of site sheds, workshops, warehouses, lodgings, offices and the laboratories of the Contractor and Project Manager;     - The administrative offices according to the plan furnished by the Project Manager;     - The supply of potable water and electric energy to the work site and the evacuation of waste water after cleaning to the septic tank;     - Telephone lines;     - Costs for maintenance, cleaning and exploitation of premises, workshops, including security;     - The delivery and removal of materials and heavy machinery necessary for the execution of the site, including especially the crushing plant, the concrete mixing plant, site weigh-in, earth works, drainage, pavement and transportation equipment;     - The building and maintenance of access ways to the site;     - The control and verification of the plans of invitations to tender and the establishment of execution plans;     - The clearing off at the end of the works of all excess equipment and materials and the restitution of the land;     - Suggestions for the maintenance of traffic during the works;   \*Fifteen (15) percent after the dismounting, the removal, the restitution of the land and the submission of the exact plans of the execution (as-built drawings). | **All-in**  **All-in** |  | |  |
| **201** | **Series 200- Clearing of the land and earth works**  **Clearing and stripping of top soil**  This price remunerates the cleaning of the land by clearing and stripping of the top soil on an average thickness of (figure) cm executed within the construction limits of the road in accordance with the prescriptions of the technical specifications.  This price includes :   * + - Site clearing, uprooting of grass, undergrowth and hedges;     - The felling of small shrubs and trees whose circumference measured from the ground is less than one (1) metre;     - The cutting up small shrubs;     - The uprooting of the roots of small shrubs and trees;     - The collection, carrying , transportation, evacuation of trees, shrubs and stumps and their deposit out of the land at a site approved by the Project Manager;     - The filling of the top soil, its loading , its transportation whatever the distance, its discharge and temporary or final deposit at a site approved by the Project Manager;     - All suggestions relating to the stripping of the top soil.   SQUARE METRE\_\_\_\_\_\_\_\_\_\_\_\_\_ | M2  M3 |  | |  |
| 200 | **Pillars, beams, lintels, high and intermediate clamp**  This price remunerates the supply of concrete reinforced at 350kg, reinforcement, formwork and the implementation including all constraints for pillars, beams, lintels, high and intermediate clamps following the prescriptions of the Special Technical Conditions (cf. )  CUBIC METRE\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | |  |
|  | **Walls and hollow conglomerates**  This price includes the supply and use of hollow conglomerates with joints and following the prescriptions of the Special technical Conditions (cf. ) including all suggestions:   * + - Hollow conglomerates 15 x 20 x 40   CUBIC METRE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   * + - Hollow conglomerates 10 x 20 x 40   CUBIC METRE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | M2 |  | |  |

Document No. 8:

Bill of quantities and estimates

**Note on the bill of quantities and estimates**

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

**Objectives**

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

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

**Bill of Quantities and Estimates**

Generally, the Bill of Quantities and Estimates will include the following columns:

1. The units according to the metric system used;
2. The quantities of works to be executed by category;
3. The unit prices in conformity with those of the schedule of prices;
4. The sub-total by category;
5. The total exclusive of VAT;
6. VAT is equal to \_\_\_\_\_\_\_% of the amount exclusive of VAT;
7. The IT (Income tax) is \_\_\_\_\_\_\_\_\_% of the amount exclusive of VAT;
8. The total inclusive of all taxes.

**Model of bill of quantities and estimates**

(*example: case of new road works*)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price No. | Designation of structures | Unit | Quantity | Unit prices | | Total price | | |
| (CFA F EVAT) | In currency, where need be | (CFA F EVAT | In currency, where need be | |
|  | **Series 400- Drainage and various structures** |  |  |  |  |  | |  |
| 401  a  b  c  d  e  f  g  402  a  b  c  403  403A  403A1  a  b  c  403A2  a  b  c  403B  403B1  403B2  a  b  c | **Construction of ditches**  Triangular ditch on soil  Triangular ditch on rocky soil  Trapezoidal ditch on soil  Rectangular concrete ditch  Trapezoidal concrete ditch  Trapezoidal bricked ditch  Reshaping of existing ditches  **DUCTS IN REINFORCED CONCRETE**  Reinforced concrete duct of diameter six hundred (600) mm  Reinforced concrete duct of diameter eight hundred (800) mm  Reinforced concrete duct of diameter one thousand (1,000) mm  **HEADWORKS**  headworks in reinforced concrete  Headworks for duct of diameter (figure) mm   * Simple * Double * Triple   Headworks for duct in reinforced concrete of diameter (figure) mm   * Simple * Double * Triple   Headworks in brickwork  Headworks for simple duct of diameter (figure) mm  headworks for simple duct of diameter (figure) mm   * Simple * Double * Triple   **TOTAL SERIES 400** | ml |  |  |  |  | |  |

**Summary table of the bill of quantities and estimates**

|  |  |  |
| --- | --- | --- |
| **Series No.** | **Structures** | **Total price** |
| 100 | Installation of site |  |
| 200 | Clearing of land and earthworks |  |
| 300 | Road surface |  |
| 400 | Drainage and other structures |  |
| --- |  |  |
|  | **Grand total of structures (CFA F EVAT**) |  |
|  | VAT\_\_\_\_\_% |  |
|  | IT (1.1 or 1.65) |  |
|  | **Grand total (CFA F IAT)** |  |

Close this bill of quantities and estimates at the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Signature

Document No. 9:

Schedule of sub-detail of prices

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

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

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

1. Detail of the sales coefficient according to the model presented after this note;
2. Dry cost price of the materials provided for the site;
3. Dry cost price of the supplies necessary for the site;
4. Cost of local and expatriate labour;
5. For each price on the schedule of prices, a form resulting from points 1, 2, 3 and 4 above indicating the outputs leading to the unit prices;
6. The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc;
7. The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Contracting Authority;
8. The sub-detail of dues and taxes.
9. Presentation framework of the sales coefficient, also called the coefficient of overheads.
10. Overheads of the site

Studies ---

--- ---

--- ---\_\_\_

Total C1

1. Overheads of the head office

-Head office overheads ---

-Financial overheads ---

--- ---

-Risks and profits ---\_\_\_

Total C2

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

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

Document No. 10:

Model contract

REPUBLIQUE DU CAMEROUN REPUBLIC OF CAMEROON

Paix-Travail-Patrie Peace-Work-Fatherland

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*[Indiquer le Maître d’Ouvrage] [Indicate Contracting Authority]*

**CONTRACT or JOBBING ORDER No\_\_\_\_\_\_\_\_\_\_\_\_\_\_C or JO/CA/TB/00**

Awarded after*invitation* to tender No. \_\_\_/\_\_IT/CA/TB/00 of\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner [*Indicate name and full address]*

**HOLDER** : [*indicate name and full address of holder*]

P.O. Box\_\_\_\_\_\_\_\_\_, <Tel:_________Fax>: \_\_\_\_\_\_\_\_\_\_\_\_

Business Registry No.\_\_\_\_\_\_\_\_\_\_\_at

Taxpayer’s No.\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBJECT**  : *Execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_works;*

*Lot No.\_\_\_\_\_\_\_\_\_\_; Network*\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| Section No. | Road No. | Itinerary | Length (km) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total | | |  |

**PLACE**  :Region\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXECUTION DEADLINE** :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_) months

**AMOUNT IN CFA F:**

|  |  |
| --- | --- |
| IAT |  |
| EVAT |  |
| VAT |  |
| AIR (Income tax) |  |
| Net to be paid |  |

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

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

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

SIGNED ON:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

REGISTERED ON:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Between:**

The Government of the Republic of Cameroon, represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to the “Contracting Authority”

**On the one hand**,

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enterprise)**

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

Business Registry No. \_\_\_\_\_\_\_\_\_\_\_

Taxpayer’s No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented by M \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its General Manager, hereinafter referred to as the “Contractor”

**On the other hand,**

Agree on the following:

**Summary**

Part I: Special AdministrativeConditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page\_\_\_\_\_\_\_ and last of Contract No.\_\_\_\_\_\_\_\_\_\_\_\_ C or JO/CA/TB/0000

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

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

*For the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_works*

*Lot No.\_\_\_\_\_\_\_\_; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Network*

|  |  |  |  |
| --- | --- | --- | --- |
| Section No. | Road No. | Itinerary | Length (km) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**EXECUTION DEADLINE**\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_) months

**Amount of contract in CFA F**:

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

**Read and accepted by the contractor**

(place of signature)\_\_\_\_\_\_\_\_\_\_(date)

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

**“Contracting Authority”**

(place of signature)\_\_\_\_\_\_\_\_\_\_(date)

**Registration**

(place)…………………………………………(date)

Document No. 11:

Forms and models to be used by bidders

**Note on the forms and models to be used**

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

He must furnish a bid bond either using the model presented in this document. The draft contract must include all the corrections and modifications done on the retained bid resulting from corrections of errors, in accordance with article 30(2) of the General Regulations of the invitation to tender, price updating in application, where need be, of article 11(4) of the General Regulations of the invitation to tender because of the duration of the evaluation of bids, the choice of an alternative bid, acceptance of variations judged acceptable or any other mutually acceptable modification allowed by the Tender File, such as a change of the senior personnel, sub-contractor, execution schedule of works, etc.

Model final bonds and guarantees for start-off advance must not be filled during the preparation of bids. Only the retained bidder shall be invited to furnish the final bond and the bond for start-off advance in conformity with one of the models presented in this document or in any other form acceptable to the Contracting Authority. Any failure by the Contractor to fulfill his obligations under this contract shall constitute a cause for seizure of the final bond provided that such breach has been established by the Project Manager/Project Owner. Once this guarantee, is requested, the guarantor must execute without any delay.

**Table of models**

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

Model No. 4: Model of start-off advance bond

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule

**Annex No. 1: Model tender**

I, the undersigned\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*indicate the name and capacity of signatory*]

Representing the \_\_\_\_\_\_\_\_\_\_\_\_\_\_company or enterprise or group 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 addendum (addenda): the invitation to tender *[recall the subject of the invitation to tender]*

* After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
* Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
* Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. \_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*in figures and words*] CFA francs exclusive of VAT and at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CFA francs Inclusive of all Taxes. [*In figures and words*].
  + I pledge to execute the works within a deadline of ……………months.
  + I pledge to maintain my bid for [*indicate duration of validity*, *in principle 90* *days for national invitations to tender 120 days for international invitations to tender*] from the deadline of submission of bids.
  + Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

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

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

Done at....................................... on.....................................

Signature of………………………..

in the capacity of………………duly authorised to sign the bids on behalf of………………………

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

Addressed to *[indicate the Contracting Authority and his address]* “Contracting Authority”

Whereas the undertaking \_\_\_\_\_\_\_\_\_\_\_\_\_ 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 guarantee payment to the Contracting Authority of the maximum sum of *[indicate the amount]* CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority 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 (final bond) as provided for by the contract;

We pledge to pay to the [Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Contracting Authority 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 Contracting Authority for the submission of bids. 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 Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

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 Project Owner and his address]* Cameroon, hereinafter referred to as the “Project Owner”

Whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]*, hereafter referred to as “the Contractor”, has committed himself, in execution of the contract referred to as “the contract”, to carry out *[indicate the nature of the works]*.

Whereas it is stated in the contract that the Contractor 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 issue the Contractor this guarantee,

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[name and address of bank]*

represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of signatories],*

hereinafter referred to as “the bank”, commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Contractor has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_ *[in figures and words] .*

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

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

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 made 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 of start-off advance bond**

Bank: reference, address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*the holder*] to the benefit of the Project Owner [*address of the Project Owner]*

*(the beneficiary*)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that\_\_\_\_\_\_\_\_\_\_\_\_[*the holder*] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No.\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_ relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ works [*indicate the subject of the works, the references of the invitation to tender and the lot, if possible*] of the total sum corresponding to to the advance of [*twenty (20) %*] of the amount inclusive of all taxes of contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_, payable upon notification of the corresponding Administrative Order that is, \_\_\_\_\_\_\_\_\_\_\_\_\_CFA francs.

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

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

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

*Signed and authenticated by the bank at\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_*

[*Signature of the bank]*

**ANNEX No. 5: Model of performance bond (Retention fund)**

Bank: \_\_\_\_\_\_\_\_\_\_\_\_

Reference of the bond: No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addressed to *[Indicate the Project Owner]*

*[Address of Contracting Authority]*

Hereinafter referred to as “the Project Owner”

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

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 Contractor 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 Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[in figures and letters]* corresponding to *[percentage below 10 % to be specified]* of the contract price.

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 contractor 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 works featuring in the final detailed account, without the Project Owner having to prove or give the reasons nor the motive 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 bond and we hereby incline by the present to the notification of any amendment, addendum or change.

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

Any request for payment made by the Project Owner by virtue of this bond 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 and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

*Signed and authenticated by the bank at\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_*

*[Signature of the bank]*

**ANNEX No. 6: Framework of schedule**

**Note on the presentation of schedules**

The quantities, daily outputs, the duration of execution of works and the slowdowns or even interruptions must be clearly brought out in the schedules.

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

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

Document No. 12:

Preliminary studies

*[To be systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts]*

**Note on 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 competent 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 justifications of the said studies.

Annex No. 7: Justification of preliminary studies

1. Attach the preliminary studies.
2. Indicate
   1. The date studies were carried out;
   2. The name of the public or private Project Manager
   3. References of the contract, if Private Manager carried it out;
   4. If maintenance works
      1. Description of the studies;
      2. Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
   5. Rehabilitation or new works
      1. Are quantities in the quotations the same as those of the studies?
      2. Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
      3. Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the tender file.

* + - *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*

Document No. 13:

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

**I- BANKS**

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l’Epargne et le Crédit (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**

1. Chanas Insurance;
2. Activa Insurance