

Paix - Travail - Patrie

Peace - Work - Fatherland

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DOCUMENT N°. 1:

INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER UNDER EMERGENCY PROCEDURE

N° 0.06 /ONIT/WC/ MCH/ITB/2019 OF 25-03-2019

FOR THE EQUIPPING OF INFRASTRUCTURE IN THE VOCATIONAL TECHNICAL COLLEGE SAR SM WUM, WUM COUNCIL AREA IN MENCHUM DIVISION OF THE NORTH WEST REGION

1. Subject of the Invitation to Tender:

Within the framework of the 2019 Public Investment Budget (PIB), the Mayor for Wum Council Contracting Authority" hereby launches an Open National Invitation to Tender for the for the equipping of infrastructure in the Vocational Technical College SAR/ SM Wum
This Invitation to Tender comprises one (01) lot:

2. Nature of equipment

The services of this contract include the supply of:

Lot N°	Project	Equipments
1	Equipping of infrastructure in the Vocational Technical College SAR/ SM Wum	Muti purpose planning machine, BOSCH Grinder Machine, BOSCH GBH 2-26 professional impact drill, Turning machine minimax or invincible (for carvings), Frames of hack saws BAHCO, Variety of saws for workshop activities, Variety of planes, Nail bar 40cm, Nail bar 70cm, Nail bar 100cm, Variety of hammers 300gr, 400gr, 500gr, Single muti purpose zig zag machine, Emele weaving machine, Emele feather weight c240 sewing machine, Single Butterfly straight sewing machine, Philips comfort 470 Iron for dresses, YOYA YVO24 Electrical Iron, IRDP-120 Dry ironwith soray, Planche table a repasser, Variety of professional scissors, Cuisiniere WESCOOK 5 bruleurs, Cuisiniere WESCOOK F6L 40G260cmx 60cm, Refrigerateur ICEBERG 140L, Refrigerateur ICEBERG 197L, Samsung ceramic micro wave TDS, Blender moulinex 1.5l 2Bowls 400W, Machine a ecraser a la main molina victoria, Casseroles Aluminium Alubassa 24cm (5piece), Casseroles Faitout Alubassa coquille coloree 26cm (3 piece), Casseroles Faitout Alubassa conique No 38, Casseroles Domi 20cm, Poele grille elegance Tefal

		26cm, Royal food poele Tefal 36cm, Assiettes carre creuse 30cmx30cm, Cuilliere a soupe SMARTCOOK (6 pieces), Cuilliere a cafe INOX, Couteau a legume SMARTCOOK, Couteau a viande SMARTCOOK, Couteau a pain SMARTCOOK, Glacier 40L DAY DAY, Glacier 30L DAY DAY, Gobelet INOX 555, Moule a cake Tafal 26cm (3pieces), Moule a cake Tafal 28cm (3pieces), Moule a cake Tafal Charlotte 18cm (3pieces), Concrete vibrator, Concrete mixer, Power dumper, Cement block mold 10/30, Cement block mold 15/30, Spades (elephant), Pix axes, Wheel barrows, Trowels.
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Participation and origin:

Participation to this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned.

4. Funding:

These projects will be financed by the Cameroon Public Investment Budget (PIB) for 2019 with budget Heads N° 53 35 453 02 641662 270 821

5. Consultation of tender file:

Interested eligible bidders may obtain further information during working hours as from the date of publication of this Tender Notice, at the Wum council Tel: **679746408**

6. Acquisition of Tender documents

The file may be obtained in the Wum Council, in the Service in charge of Award of Public Contracts, Telephone N° **679746408** as soon as this notice is published against payment of a non-refundable sum of **(50 000) Fifty thousand CFA** francs, payable into the Municipal Treasury of Wum Council representing the cost of purchasing the Tender File.

7. Submission of offers:

Each bid drafted in English or French in 08 (eight) copies including 01 (one) original and 07 (seven) copies marked as such, should reach the, Wum Council not later than.....16-04-..... 2019 at 12.00 noon local time. It should be labelled as follows:

“OPEN NATIONAL INVITATION TO TENDER UNDER EMERGENCY PROCEDURE

NO.06 /ONIT/WC/ MCH/ITB/2019 OF 25-03- 2019

**FOR THE EQUIPPING OF INFRASTRUCTURE IN THE VOCATIONAL TECHNICAL COLLEGE SAR SM WUM,
WUM COUNCIL AREA IN MENCHUM DIVISION OF THE NORTH WEST REGION**

The external envelope should not carry any mark that can lead to the identification of the bidder.

8. Admissibility of offers:

Each bidder should include in his administrative document, a Bid Bond of **FCFA 500 000 (Five hundred thousand CFA francs)** issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions.

Against the risk of being rejected, only originals or true copies certified by the issuing service or administrative authorities of the Administrative Document required, including the Bid Bond, must imperatively be produced in accordance with the Special Conditions of the Invitation to Tender. They must obligatorily not be older than three (03) months or must not be produced after the signing of the tender file.

Any offer not in conformity with the prescriptions of this Notice and Tender file shall not be accepted, especially the absence of a bid bond issued by a first rate-bank, approved by the Ministry in charge of Finance, or the non-respect of the model of the Tender File documents, shall lead to a pure and simple rejection of the offer without any appeal being entertained

9 Opening of bids:

The bids shall be opened in single phase. The opening of the administrative documents and the Technical and Financial offers will take place on the 16-04-..... 2019 at 1:00 pm local time, by the Competent Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice.

10. Delivery deadline

The maximum execution deadline provided for by the Contracting Authority shall be **Thirty (30) days maximum**, as from the date of Notification of the Service Order.

11. Main evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

A. Eliminatory criteria

- 1- Absence or non-conformity of an element in the administrative file;
- 2- Non conformity of Technical Specifications (include catalogue);
- 3- Deadline for delivery higher than prescribed;
- 4- False declaration or falsified documents;
- 5- Absence or insufficient Bid Bond;
- 6- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.

B. Essential criteria

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

- 1- General presentation of the Offer;
- 2- References of the company in the similar achievements;
- 3- Logistics.
- 4- The Pre – Financing capacity greater or equal to the amount required in the offer;
- 5- Certificate of guarantee delivered by the supplier;
- 6- The Special Technical Clauses initialed in each page;
- 7- Special Administrative Clauses completed and initialed in each page;
- 8- Attestation of Site Visit signed by the contractor or his representative
- 9- Report of site visit signed by the company Director or his representative

12. Main qualification criteria

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum from at least **70%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **70%** of the essential criteria.

13. Validity of offers:

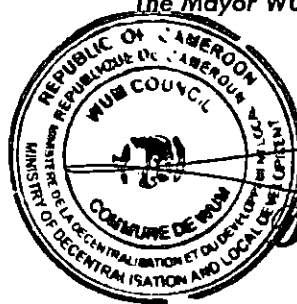
The bidders shall remain committed to their bid for 60 days from the deadline of the submission of bids.

14. Complementary information

Complementary technical information may be obtained during working hours from the Wum Council, Service of Public Contracts

Done at wum, 25-03-19

The Mayor Wum Council



Bigbamong Anthony Mwa

Circular Copies

- ARMP
- Public Contract Journal;
- Chairpersons of Tender Board
- Notice boards
- concerns
- Archive)

AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE D'URGENCE

No 06. /ONIT/WC/ MCH/ITB/2019 OF 25-03-2019
POUR L'EQUIPEMENT DE L'INFRASTRUCTURE DAN LA COLLEGE FORMATION
PROFESSIONNELLE DE LA SAR/SM WUM, DANS LE COMMUNE DE WUM,
DEPARTEMENT DU MENCHUM DANS LA REGION DU NORD OUEST

1. Objet :

Dans le cadre du budget d'investissement public 2019, Le Maire de commune de Wum l'Autorité Contractant lance un Avis d'Appel d'Offres National ouvert pour l'équipement de l'infrastructure dan la collège formation professionnelle de La SAR/SM Wum

2. Consistance des prestations :

Les prestations du présent marché comprennent, la fourniture de :

Lot N°	Projet	Equipment
1	Equipement de l'infrastructure dan la collège formation professionnelle de LA SAR/SM Wum	Muti purpose planning machine, BOSCH Grinder Machine, BOSCH GBH 2-26 professional impact drill, Turning machine minimax or invincible (for carvings), Frames of hack saws BAHCO, Varity of saws for workshop activties, Varity of planes, Nail bar 40cm, Nail bar 70cm, Nail bar 100cm, Varity of hammers 300gr, 400gr, 500gr, Single muti purpose zig zag machine, Emele weaving machine, Emele feather weight c240 sewing machine, Single Butterfly straight sewing machine, Philips comfort 470 Irion for dresses, YOVA YVO24 Electrical Iron, IRDP-120 Dry Ironwith soray, Planche table a repasser, Variety of professional scissors, Cuisiniere WESCOOK 5 bruleurs, Cuisiniere WESCOOK F6L 40G260cmx 60cm, Refrigerateur ICEBERG 140L, Refrigerateur ICEBERG 197L, Samsung ceramic micro wave TDS; Blender moulinex 1.5l 2Bowls 400W, Machine a ecraser a la main molina victoria, Casseroles Aluminium Alubassa 24cm (5piece), Casseroles Faitout Alubassa coquelle coloree 26cm (3 piece), Casseroles Faitout Alubassa conique No 38,

		Casseroles Domi 20cm, Poêle grille elegance Tefal 26cm, Royal food poêle Tefal 36cm, Assiettes carrée creuse 30cmx30cm, Cuillère à soupe SMARTCOOK (6 pièces), Cuillère à café INOX, Couteau à légumes SMARTCOOK, Couteau à viande SMARTCOOK, Couteau à pain SMARTCOOK, Glacier 40L DAY DAY, Glacier 30L DAY DAY, Gobelet INOX 555, Moule à cake Tefal 26cm (3pièces), Moule à cake Tefal 28cm (3pièces), Moule à cake Tefal Charlotte 18cm (3pièces), Concrete vibrator, Concrete mixer, Power dumper, Cement block mold 10/30, Cement block mold 15/30, Spades (elephant), Pix axes, Wheel barrows, Trowels.
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NB : Aucun soumissionnaire ne peut être adjudicataire de plus d'un lot

3 Participation et origine :

La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisé des opérations similaires.

4. Financement :

Les prestations, objet du présent Appel d'Offres, est financée par le budget d'investissement public (BIP) - exercice 2019 sur l'entête 53 35 453 02 641662 270 821

5. Consultation du Dossier d'Appel d'Offres.

Le Dossier d'Appel d'Offres peut être consulté aux heures ouvrables à la Le Maire de commune de Wum, Service charge de Passation des Marchés Publics Tél. : **679746408** dès publication du présent avis.

6. Acquisition du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être obtenu à la Le Mairie de commune de Wum, Service charge de Passation des Marchés Public Tél. : **679746408**, dès publication du présent avis, contre présentation d'une quittance de versement au Trésor commune de Wum, de la somme non remboursable de **F CFA 50 000** (Cinquante Mille Francs CFA) représentant les frais d'achat du dossier.

7. Remise des offres :

Chaque offre, rédigée en français ou en anglais en Sept (08) exemplaires dont un (1) original et Six (7) copies marqués comme tels, devra parvenir contre récépissé à la commune de Wum, Service charge de Passation des Marchés Public au plus tard le **16-04-2019 à 12h00 heures**, heure locale et devra porter la mention suivante :

«AVIS D'APPEL NATIONAL OUVERT N° 06 /ONIT/WC/ MCH/ITB/2019 OF 25-01-2019 POUR L'EQUIPEMENT DE L' INFRASTRUCTURE DAN LA COLLEGE FORMATION PROFESSIONNELLE DE LA SAR/SM WUM, DANS LE COMMUNE DE WUM, DEPARTEMENT DE MENCHUM DANS LA REGION DU NORD OUEST

« A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »

L'enveloppe extérieure ne devra comporter aucune mention pouvant permettre l'identification du soumissionnaire.

8. Recevabilité des offres :

Chaque soumissionnaire devra joindre à ses pièces administratives, une caution de soumission de **FCFA Cinq Cent mille (500 000) F CFA**, établie par une institution bancaire de premier ordre agréée par le Ministère en charge des Finances aux conditions de la COBAC.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (mairie du Commune de Wum), conformément au listing prévu au Règlement Particulier de l'Appel d'Offres (R.P.A.O). Elles devront obligatoirement être datées de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment, l'absence de caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre.

9. Ouverture des offres :

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **16-04-19.2019 ; à 1h00 heures locale**, par la Commission de Passation des Marchés Public du commune de Wum, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier, dans la salle de conférence de la Commune de Wum.

10. Délai de livraison :

Le délai d'exécution des prestations est fixé à Trente (30) jours maximum, à compter de la date de notification de l'ordre de service de commencer l'exécution du présent marché.

11. Principaux critères d'évaluation :

Les offres seront évaluées selon les principaux critères suivants :

A. Critères éliminatoires:

- 1- Absence ou non-conformité d'une pièce administrative ;
- 2- Spécifications techniques non - conformes (cf. CCTP) ;
- 3- Délai d'exécution supérieur à celui prescrit;
- 4- Fausses déclarations ou pièces falsifiées;
- 5- Absence ou insuffisance de la caution provisoire de soumission;
- 6- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;

B. Critères essentiels :

Les critères relatifs à la qualification des candidats sont à titre indicatif les suivants:

- 1- Présentation générale de l'Offre;
- 2- Références de l'entreprise dans les réalisations similaires ;
- 3- Moyens logistiques;
- 4- Attestation de surface financière minimum égale au montant de l'offre
- 5- Certificat de garantie délivré par le fournisseur;
- 6- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 7- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page ;
- 8- Attestation de visite du site signé par l'entreprise
- 9- Rapport de visite du site signé par le responsable de l'entreprise;

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

12. Principaux critères de qualification

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 70% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 70% des critères essentiels.

13. Durée de validité des offres :

Les soumissionnaires restent engagés par leur offre pendant une période de quatre vingt dix (90) jours, à compter de la date limite fixée pour la réception des offres.

14. Renseignements complémentaires :

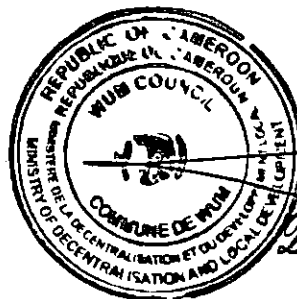
Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la commune de Wum - Service charge de Passation des marches public

Fait à Wum, le 25-03-19

Le Maire de commune de Wum,

Ampliations :

- ARMP
- JDM (pour publication)
- Président CPM
- concerns
- Affichage
- Chrono / Archives.



Diham Bong Anthony Mwa

Document No. 2:

General Regulations of the Invitation to Tender

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GENERAL REGULATIONS OF THE INVITATION TO TENDER

A. General

Article 1: Scope of offer

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender, hereinafter referred to as the "Contracting Authority" hereby launches an invitation to tender in view of obtaining the supplies and ancillary services briefly described in the Special Regulations of the invitation to tender and specified in the Supplies Descriptive as well as in the Schedule of Quantities.

The name, identification number and number of lots which form the subject of the Invitation to Tender feature in the Special Regulations of the invitation to tender.

Hereafter reference is made to it under the theme "supplies".

- 1.2 The bidder retained or the successful bidder must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs from the date of Notification of the Administrative Order to start the delivery of the supplies.
- 1.3 In this Tender File the terms "**Contracting authority**" and Delegated Contracting Authority" are interchangeable and the term "day" means a **calendar day**.

Article 2: Financing

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

Article 3: Fraud and corruption

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

a) Defines, within the context of this clause, the following expressions in the following manner:

- i) Shall be guilty of "**corruption**" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii) "**Collusive practices**" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition; and
- iv) "**Coercive practices**" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

- b. Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

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

Article 4: Candidates allowed to competing

The Invitation to Tender is addressed to all suppliers, subject to the following provisions:

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

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

- i) Is associated or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) Presents more than one offer within the context of this Invitation to Tender, except authorised variants according to clause 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.
- (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.

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

- 5.1 All supplies forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.
- 5.2 Within the meaning of this clause, the term "supplies" shall refer to products, raw materials, machines, equipment, and industrial installations.
- 5.3 The term "originate" shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

Article 6: Qualification of bidder

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

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

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

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

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

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

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

B. Tender File

Article 7: Content of Tender File

7.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the addenda published in accordance with article 10 of the General Regulations of the Invitation to Tender, it includes the following documents:

- a. The Tender Notice;
- b. The General Regulations of the Invitation to Tender;
- c. The Special Regulations of the Invitation to Tender;
- d. The Special Administrative Conditions;
- e. The description of the supplies which includes:
 - The list of the supplies
 - Technical specifications;
- g. The framework of unit price Schedule;
- h. The detailed estimates;
- i. The sub-details of unit prices;
- j. The model Tender Letter;
- k. Model Price and Quantity schedules;
- l. Model bid bond;
- m. Model contract;
- n. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

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

Article 8: Clarifications on the Tender File

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

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

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

8.3 The complaint must be addressed to the Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of Public Contracts and the chairperson of the Tenders Board.

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

8.4 The Contracting Authority or Delegated Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to the Body in Charge of the Regulation of public contracts.

Article 9: Amendment of the Tender File

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

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

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

C. Preparation of offers

Article 10: Tender fees

The bidder shall bear the costs related to the preparation and presentation of his offer and the Contracting Authority shall in no case be responsible for these costs nor pay them whatever the evolution or outcome of the Invitation to Tender procedure.

Article 11: Language of offer

The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and the Contracting Authority shall be drafted in English or French. Complementary documents and the forms provided by the bidder may be drafted in either language on condition that a precise translation into either English or French of the passages

concerning the offer is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 12: Constituent documents of the offer

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

a. Volume 1: Administrative Document

It includes

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

b. Volume 2: Technical Document

b.1 Information on qualifications

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

b. 2 Methodology of Technical Proposal

The Special Regulations specify the constituent elements of the Technical Proposals of bidders notably:

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

b.3 Proof of acceptance of conditions of the contract

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

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

c. Volume 3: Financial Document

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

1. The signed and dated original offer prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of Unit Prices;
3. The duly filled detailed estimates;

4. The sub-details of prices and/or breakdown of all-in prices;

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

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

Article 13: Offer price

- 13.1 Prices shall be indicated as required in the model price schedules and sub-details of prices as furnished in the annex.

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

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

- i) Prices of supplies ex-works (exit from factory, manufacturing, exhibition hall, warehouse or sales room as the case may be) including all the customs duties, sales taxes or other taxes to be paid on the components or raw materials used in manufacturing or assembling of supplies;
- ii) Sales and other taxes collected on the supplies which will be due if the contract is awarded;
- iii) The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the Special Regulations of the invitation to tender

- 13.2 The prices offered by the bidder should be firm during the duration of the execution of the contract and should not way in any manner vary, except there is a contrary provision in the Special Regulations. Except otherwise stated in the Special Administrative Conditions, an offer including a price revision clause will be considered as not being in conformity and set aside, in accordance with article 29(3) of the General Regulations.

- 13.3 In the case where the Invitation to Tender has several lots, the prices indicated should correspond to the total of the articles of each lot and the total quantity indicated for each article. Bidders wishing to offer a rebate in the case of more than one contract will specify the rebates applicable on each group of lots or each contract of the group of lots, on condition that all the offers are submitted and opened at the same time.

Article 14: Currency of offer

Prices will be drawn in the CFA franc.

Article 15: Documents attesting to the eligibility of the bidder

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

Article 16: Documents attesting to the admissibility of supplies

- 16.1 In application of the provisions of article 5 of the General Regulations, the bidder will furnish as a full part of his offer, documents attesting that all the supplies and services which he proposes to furnish in execution of the contract meet the criteria of origin.
- 16.2 These documents will consist of a declaration of country of origin of the supplies and services proposed in the Schedule of prices, declaration to be confirmed by a certificate of origin at the time of shipment.

Article 17: Documents attesting to the conformity of supplies

- 17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his offer, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the Supplies Specifications.
- 17.2 These proofs may take the form of prospectus, drawings or data and include a detailed description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the Supplies Specifications.
- 17.3 The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the supplies from the start of their use by the Contracting Authority and during the period specified in the Special Regulations.
- 17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by the Contracting Authority in the Quantity Schedule, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

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

Article 18: Documents attesting to the bidder's qualification

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

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

Article 19: Bid bond

- 19.1 In application of article 12 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.
- 19.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.
- 19.3 Any offer without an acceptable bid bond shall be rejected by the Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the offer and should mention each member of the associated grouping.

- 19.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 19.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required Final Bond.
- 19.6 The Bid Bond may be seized:
- a) If the bidder:
 - i) withdraws his offer during the time-limit which he specified in his offer;
 - ii) Or does not accept the correction of errors in application of article 32 of the General Regulations; or
 - b) if the bidder retained:
 - i) Defaults in his obligation to sign the contract in application of article 39 of the General Regulations; or
 - ii) Defaults in his obligation to furnish the Final Bond in application of article 40 of the General Regulations.

Article 20: Validity of offers

- 20.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. An offer valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.
- 20.2 Under exceptional circumstances, the Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor be authorised to do so.
- 20.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority shall address to bidders. The Contracting Authority's request should include a form of price revision. The updating period shall run from the date of notification of the contract or the Administrative Order for start of execution of services by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 21: Form and signature of the offer

- 21.1 The bidder shall prepare an original of the constituent documents described in article 12 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.
- 21.2 The original and copies of the offer must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the offer.

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

D. SUBMISSION OF OFFERS

Article 22: Sealing and marking of offers

22.1 The bidder shall place the original and each of the copies of the offer in separate and sealed envelopes bearing the inscription "ORIGINAL" and "COPY", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed.

22.2 The external and internal envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) Should bear the name of the project as well as the subject and number of the invitation to tender indicate in the Special Regulations and the inscription **"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"**.

22.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is not opened.

22.4 If the external envelopes are not sealed and marked as indicated in article 22(2) above, the Contracting Authority shall not be responsible if the offer is misplaced or opened prematurely.

Article 23: Date and time limit for submission of offers

23.1 The offers must be received by the Contracting Authority at the address specified in article 22(2a) of the Special Regulations not later than the date and time stated in the Special Regulations of the invitation to tender.

23.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 24: Late offers

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

Article 25: Modification, substitution and withdrawal of offers

25.1 A bidder may modify, replace or withdraw his offer 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 offers. The said notification must be signed by an authorised representative in application of article 21(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription **"WITHDRAWAL"**, and **"REPLACEMENT OFFER"** or **"MODIFICATION"**.

25.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should in this case be confirmed by a duly signed written notification and whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of offers.

25.3 Offers being requested to be withdrawn in application of article 25(1) shall be returned unopened.

25.4 No offer may be withdrawn in the interval between the deadline set for the submission of offers and the expiry of the validity period of the offers set in the model offer. The withdrawal of an offer by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS

Article 26: Opening of envelopes and petitions

26.1 The competent Tenders Board proceeds to open the envelopes in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence.

26.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer 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 offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened.

The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer 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 offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated

26.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial offers*] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

26.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

26.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.

26.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Contracting Authority or Delegated Contracting Authority.

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 27: Confidential nature of the procedure

- 27.1 No information relating to the examination, evaluation, comparison of offers and verification of the qualification of bidders and the contract award recommendation shall be given to bidders nor to any other person concerned with the said procedure as long as the contract award has not been made public
- 27.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in his award decision may cause the rejection of his offer.
- 27.3 Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his offer, he should do so in writing.

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

- 28.1 To ease the examination, evaluation and comparison of offers, the Tenders Board may, if it desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.
- 28.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for questions related to their offers, between the opening of envelopes and the award of the contract.

Article 29: Conformity of offers

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

Article 30: Evaluation of technical offer

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

Article 31: Qualification of the bidder

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

Article 32: Correction of errors

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

Article 33: Evaluation of financial offers

- 33.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of offers which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.
- 33.2 For this evaluation the Evaluation sub-committee shall consider the following elements:
- a) The tender price, indicated according to the provisions of clause 13 of the General Regulations;

b) Adjustments made on the price to correct the arithmetical errors in application of paragraph 32 of the General Regulations;

d) adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions;

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

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

Article 34: Comparison of offers

The Evaluation sub-committee shall compare all the offers that substantially conform to determine the offer valued as the lowest, in application of article 33(4) of the General Regulations.

F. AWARD OF THE CONTRACT

Article 35: Award of the contract

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

35.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial burden at the time of award.

Article 36: 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 of Public Contracts where the offers have been opened) or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 37: Right to modify quantities during the award of the contract

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

Article 38: Notification of the Award of the Contract

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

Article 39: Publication of results of award and petitions

39.1 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 offers.

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

39.3 After publication of the award results, offers 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.

39.4 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 or Delegated Contracting Authority and the chairperson of the Tenders Board.

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

Article 40: Signing of the contract

40.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialised Contracts Control Board, where need be) for approval.

40.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

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

Article 41: Final Bond

41.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a Final Bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

41.2 The bond may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

41.3 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.

41.4 Failure to produce the Final Bond within the prescribed time-limit shall likely cause the termination of the Contract.

**DOCUMENT No. 4: SPECIAL ADMINISTRATIVE
CONDITIONS
(SAC)**

Special regulations of the invitation to Tender

Introduction

1) PURPOSE OF THE TENDERS:

The subject of this tender is the for the equipping of infrastructure in the Vocational Technical College SAR /SM Wum "Delegated Contracting Authority" Within the framework of 2019 Public Investment Budget (PIB),with Invitation to tender Reference: N°.... /ONIT/WC/ MCH/ITB/2019 OF 2019

EXECUTION DEADLINE:

The maximum execution deadline provided for by the Delegated Contracting Authority shall be **thirty (30) days maximum** for each Lot, as from the date of notification of the service order.

2) SOURCE OF FINANCING

The said Works shall be financed by the Public Investment Budget (PIB) of the Ministry of employment and Vocational Training for the 2019 financial year assigned to the Mayor of Wum Council as Delegated Authorizing officer.

3) SUBMISSION OF OFFERS

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Wum Council not later than..... 2019 at 12.00 noon, local time. It should be labelled as follows:

**"OPEN NATIONAL INVITATION TO TENDER UNDER EMERGENCY PROCEDURE
N°.... /ONIT/WC/ MCH/ITB/2019 OF 2019 FOR THE EQUIPPING OF INFRASTRUCTURE IN THE
VOLCATIONAL TECHNICAL COLLEGE SAR /SM WUM**

TO BE OPENED ONLY DURING THE BID OPENING SESSION"

N.B: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.

Internal envelopes

Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labeled;

<< A: Administrative tender>> and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old. Certified copy of business license valid and less than 3 months.
A.2	Declaration of intention to tender stamped with the tariff in force.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury
A.6	A bid bond of 500 000 FCFA (five hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance
A.9	Certified Copy of a valid taxpayers card, delivered by an Inspector of Taxes. dated at most 3 months.
A.10	A certificate of payment of all assessed taxes, delivered by an Inspector of Taxes. Dated at most 3 months.
A.11	Plan and attestation of localization signed by the taxation authorities

NB:

The above administrative documents should be forwarded in their originals or certified true copies dating not more than three months old.

The absence or the nonconformity of the one of these documents will result to the elimination of the offer

ENVELOPE B: - VOLUME II TECHNICAL OFFER

Doc N°	DESIGNATION
B.1	General presentation of bids ➤ Properly bound. ➤ Table of content. ➤ Separators in color apart from white ➤ Order described respected. ➤ Clearness of the documents
B.2	REFERENCES OF SIMILAR WORKS EXECUTED ➤ List of references of similar works executed. The contractor will provide evidence of the similar work carried out during the last Five (05) years. ➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional or final reception and related contracts or jobbing orders first and last pages)
B.3	DELIVERY DEADLINE - Delivery deadline of the supplies
B.4	Financial Viability of the Bidder Pre – Financing capacity from a banking institution of first order approved by the Ministry in charge of Finance, greater than or equal to the amount required in the offer.
B.5	CERTIFICATE OF GUARANTEE delivered by the supplier for at least six months)
B.6	Attestation of site visit and Site visit Report Attestation of site visit signed by the contractor or their representatives ➤ Site visits Report .The bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical report signed and stamped by the contractor
B.7	LOGISTICS : show proof of a conveyance vehicle (attach copy of carte grise) - Legalized document to hire a vehicle. With the attach Certificate copy of carte grise
B.8	Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped).
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).
B .10	Technical description of the supplies (technical documentation prospectus of equipment to be supplied with photographs)

ENVELOPE C: FINANCIAL OFFER

Doc N°	DESIGNATION
C.1	The bid itself according to the model attached, stamped at the rate in force, signed and dated.
C.2	The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)
C.3	Detail quantities and cost estimates of works completed(signed And stamped)
C.4	The sub-details of prices according to the model attached(signed And stamped)

5) Currency of bid and settlement

5.1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the price Bill of quantities and sub detailed of unit prices shall be entirely in CFA FRANCS in the following manner:

a. Prices will be entirely settled in CFA FRANCS. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, will indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.

b. The exchange rates used by the bidder to convert its offer in national currency will be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.

The contract prices are firm and no-revisable.

6) . Submission of Bids :

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Wum Council not later than..... **2019 at 12.00 noon** local time. It should be labelled as follows

"OPEN NATIONAL INVITATION TO TENDER UNDER EMERGENCY PROCEDURE

N°.... /ONIT/WC/ MCH/ITB/2019 OF 2019 FOR THE EQUIPPING OF INFRASTRUCTURE IN THE VOLCATIONAL TECHNICAL COLLEGE SAR /SM WUM

TO BE OPENED ONLY DURING THE BID OPENING SESSION"

7) EVALUATION OF TENDERS

7.1. Opening of tenders

The bids shall be opened on in single phase. The opening of the administrative documents and the Technical and Financial offers will take place on the **2019 at 1:00 p.m** local time, by the Competent Tenders Board for Wum council.

Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.

Representatives of bidders will have to sign a form stating their presence at the opening of tenders.

7.2. Clarification on the offers

The request for clarification and the response will be done in writing. No change of the offer price will be requested, proposed or authorized.

7.3. Examination of bids

The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the tender file requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price.
- If there is a contradiction between the price in words and the price in figures, the price in word will govern.

7.4. Evaluation and comparison of tenders

The Technical subcommittee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present call for tenders. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.

The evaluation of bids shall be in two steps: technical and financial evaluation.

7.4. 1. Technical evaluation

7.4.1. 1. Eliminary criteria

Eliminary criteria

- 1- Absence or non-conformity of an element in the administrative file;
- 2- Non conformity of technical specifications (include catalogue);
- 3- Deadline for delivery higher than prescribed;
- 4- False declaration or falsified documents;
- 5- Absence or insufficient bid bond;
- 6- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.

7.4.1. 2 Essential criteria

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

- 1- General presentation of the Offer;
- 2- References of the company in the similar achievements;
- 3- Logistics.
- 4- The Pre – Financing capacity greater or equal to the amount required in the offer;
- 5- Certificate of guarantee delivered by the supplier;
- 6- The Special Technical Clauses (each page should be initialed and the last page signed And stamped).
- 7- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped).
- 8- Attestation of Site Visit signed by the contractor or their representative Report of site visit signed by the company Director or their representative

7.4.1.3 Main qualification criteria

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely binary method with a **(yes)** or a **(no)** with an acceptable minimum from at least **70%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **70%** of the essential criteria.

7.4.1. 3 other criteria

7.4. 2. Financial evaluation

The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.

Award of contract

Subject to the clause of article 6 of the present OMPP, the Contracting authority will award the contract to the bidder whose offer has been recognized substantially responsive to the requirement of the Tender file and has submitted the lowest feasible evaluated bid price.

9) Right of the Contracting authority to accept or reject any offer

Notwithstanding article 5 of the present OMPP, the Contracting authority reserves the right to cancel the tendering process at any time before the opening of the Tenders, without incurring liability to the bidders affected by its decision, nor obligation to inform them of the reasons for its decision.

10) Site Visit

A site visit is recommended to participating companies in this Tender file.

11) Period of validity of tenders

The period of validity of the tender is 60 days from the date of deposition of the offers.

12) Performance guarantee

Within fifteen (15) days from the date of Notification of the Contract, the Contractor must provide a guarantee of three percent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation.

**DOCUMENT N°. 4: SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)**

SPECIAL ADMINISTRATIVE CLAUSES (SAC)

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CHAPTER I: GENERAL

Article 1: Subject of tender

The subject of this contract is for the equipping of infrastructure in the Vocational Technical College SAR /SM Wum

Article 2: Award procedure

The contract is awarded following open National Invitation to Tender.

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

1 General definition

- The Contracting Authority shall be the Mayor Wum Council.

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

- The Contract Manager shall be the Chief of service of Public Contracts for Wum Council hereinafter referred to as the Contract Manager.

He ensures the respect of the Administrative, Technical, Financial conditions and contractual time-limits.

- The Contract Engineer shall be the Divisional Delegate of MINCAF for Menchum, hereinafter referred to as the Engineer.
- The Project Manager who carried out the preliminary studies shall be Divisional Chief of Service for State Property for Menchum.
- The supplier shall be *[to be specified]*.

2. Security

- The authority in charge of ordering payment shall be the Mayor Wum Council
- The authority in charge of the clearance of expenditures shall be the Divisional Financial Controller.
- The body or official in charge of payment shall be the municipal Treasurer for Wum Council.
- The official competent to furnish information within the context of the execution of this contract shall be The Mayor Wum Council.

3. Duties of the Control Mission, Project Manager.

He ensures the strict respect of the contract.

Article 4: Language, applicable law and regulation

1. The language to be used shall be *English and/or French*.
2. The supplier shall be bound to respect the Law, Regulations and Ordinances in force in the Republic of Cameroon both within his own organization and in the execution of the contract.

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

Article 5: Standards (article 3 of GAC supplemented)

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

2 The supplier shall study, execute and guarantee the supplies and services by taking into consideration the best practice in Cameroon for operations of similar technology.

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

The constituent contractual documents of this contract are in order of priority:

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

Article 7: General instruments in force

This contract shall be governed by the following general instruments

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 2012/074 of 8 March 2012 Relating to the setting up, organising and functioning of Tenders Boards
5. Decree No 2012/075 of 08 March 2012 to Organise the Ministry of Public Contracts;
6. Decree No. 2012/076 of 08 March 2012 to amend and supplement some provisions of Decree No 2001/048 of 23 February 2001 relating to the setting up, organisation and functioning of the Public Contract Regulatory Agency;
7. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
8. Letter No; 00908/MINTP/DR of 1997 relating to the publication of directives for the consideration of environmental impact of road maintenance.
9. Applicable standards;
10. Other instruments specific to the domain concerned with the contract.*

Article 8: Communication (Article 6 of GAC supplemented)

1. All notifications and written communication within the framework of this contract shall be sent to the following address:

- a. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after delivery of the supplies, correspondences shall be validly addressed to the Mayor Wum Council.
 - b. In the case where the Contracting Authority is the addressee:
Mayor Wum Council with a copy addressed to the
Contract Manager, Project Manager and Contract Engineer, where need be
2. The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager

Article 9: Administrative Orders (Article 8 of GAC)

1. The Administrative Order to start execution shall be signed by the Mayor Wum Council and Notified by the Divisional Delegate of MINCAF.
2. Administrative Orders with financial incidence likely to modify the time-limits shall be signed by Mayor Wum Council and Notified by Divisional Delegate for MINCAF.
3. Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by the CDO for Wum Council and notified by the Divisional Delegate for MINCAF for Menchum.
4. Administrative Orders serving as warnings shall be signed by the Contracting Authority.
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.

Article 10: Supplier's equipment and staff

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

CHAPTER II: FINANCIAL CONDITIONS

Article 11 Guarantees and securities (Articles 29 and 40 of GAC)

1. Final bond

The Final Bond shall be set at (10%) of the amount of the contract, inclusive of all taxes. The guarantee must be returned or released within one month following the date of Provisional Acceptance of the supplies, following a release issued by the Contracting Authority upon request by the supplier.

2. Performance Bond

The retention fund shall be set at (10%) of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor.

Article 12: Amount of the contract

The amount of this contract as it emerges from the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs inclusive of All Taxes; that is:

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

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

Article 13: Place of payment

1. In return for the payments to be done by the Contracting Authority to the supplier under the conditions laid down in the contract, the supplier is bound by these provisions to execute the contract in accordance with the provisions of the contract.
2. Payments shall be made into account No. _____ opened in the name of the supplier in _____ bank.

Article 14: Price variation (Article 17 of GAC)

1. Prices shall be firm.
Payments on account made to the contractor as advances shall not be revisable.

Article 15: Advances (article 21 of GAC)

1. The Contracting Authority shall grant a start-off advance *equal to 30% of the amount of the contract*.
2. The time-limit for payment of the start-off advance is fixed at _____ days from the date of its request by the contractor.

Article 16: Payment (article 19 of GAC supplemented)

1. Payment conditions [to be specified]
 - Equally fix the time-limit of approval of bills by the Project Manager and the Contract Manager before transmission to the accountant responsible for payment;
 - Fix the time-limit after reception of approved bills (maximum 30 days).
2. Detailed account of start-off advance (where applicable).

Article 17: Interest on overdue payments (Article 20 of GAC)

Possible interests on overdue payments shall be 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 18: Penalties for delays (Article 34 of GAC supplemented)

1. The amount set for penalties for delays is set as follows:
 - One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
 - One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
2. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

Article 19: Tax and customs regulations (article 10 of GAC)

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

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

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

All taxes inclusive prices means VAT included.

Article 20: Stamp duty and registration of contracts (article 11 of GAC)

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

CHAPTER III: EXECUTION OF THE SERVICES

Article 21: Patent rights

The supplier shall guarantee the Contracting Authority against claims by third parties relating to the infringement or non-authorized use of a patent right, a trade mark or industrial creation right resulting from the use of supplies or their components.

Article 22: Place and delivery deadline (articles 31 and 33(1) of GAC)

1. The place of delivery shall be:

SAR/SM WUM

2. The delivery deadline of the services forming the subject of this contract shall be: **Sixty (60)** calendar days.

3. This deadline shall run from the date of notification of the Administrative Order to start execution.

Article 23: Role and responsibilities of the supplier (GAC supplemented)

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

Article 24: Transport and insurance (article 31 of GAC)

1. Packaging for transportation

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

2. Insurance

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

Article 25: Trials and related services (article 28 of GAC)

[Where need be, specify the special provision especially relating to]:

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

Article 26: After-sales service and consumables

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

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

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

CHAPTER IV: ACCEPTANCE (RECEPTION)

Article 27: Documents to be furnished prior to the technical acceptance (article 41 of GAC supplemented)

Within at least ten (10) days prior to the provisional acceptance, the supplier shall forward to the Contracting Authority the following documents:

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

Article 28: Provisional acceptance (articles 40 and 41 of GAC)

Prior to the provisional acceptance requested in writing to the Contract Manager with a copy to the Engineer, a technical visit is organised before the acceptance.

1. Trials included in preliminary operations to the acceptance *[insert if applicable]*
2. The Acceptance Commission shall comprise the following members for guideline only:
 - ❖ The authorizing officer Chairperson;
 - ❖ The Control engineer..... secretary,
 - ❖ The Divisional Delegate of MINMAP or his representative Member;
 - ❖ The Divisional Delegate of MINEPAT or his representative Member;
 - ❖ The contract manager (CDO for Wum Council)..... Member;
 - ❖ The supplier..... Member.

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

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

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

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

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

3. Indicate if partial acceptance is provided for.

4. Indicate if the guarantee period commences or not at the date of acceptance of this partial acceptance.

Article 29: Documents to be furnished after Provisional Acceptance (article 40 of GAC supplemented), there are:

- A written application for the release of the Final Bond;
- A copy of the contract;
- A copy of the provisional reception minutes;

Article 30: Guarantee period (article 40 of GAC supplemented)

1. The guarantee period shall be **six (6) months** to run from the date of the provisional acceptance of the supplies.
2. During the guarantee period, the supplier shall be bound to *carry out repairs of the equipment in order to ensure proper functioning*

Article 31: Final Acceptance (article 48 of 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 be member of the commission.
3. The procedure for final acceptance shall be the same as for Provisional Acceptance.
4. The final acceptance shall mark the end of the contract and shall release the Project Manager of all obligations. The joint signature of the final detailed account by the Contracting Authority and the supplier shall definitely end the contract.

Chapter V: SUNDRY CLAUSES

Article 32: Termination of the contract (article 57 of GAC)

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

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of service of more than fifteen (15) calendar days;

- Delay in services resulting in penalties of more than 10 % of the amount of the supplies;
- Refusal to repeat poor supplies;
- Default by the supplier;
- Persistent non-payment for services.

Article 33: Case of force majeure (article 56 of GAC)

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

Aucune des parties ne sera réputée avoir failli à ses engagements contractuels dans la mesure où l'exécution de ses obligations serait retardée, entravée ou empêchée par un cas de force majeure.

Ne pourront être considérés comme cas de force majeure que les actes, situations ou événements échappant au contrôle des parties et présentant un caractère imprévisible et irrésistible.

Le Cocontractant ne verra sa responsabilité dégagée que s'il avertit par écrit le Maître d'Ouvrage son intention d'invoquer ce cas de force majeure et ce, avant la fin du vingtième (20) jour suivant l'événement.

En tout état de cause, il appartient au Maître d'Ouvrage d'apprécier les cas de force majeure invoquée et les preuves fournies par le cocontractant.

Article 34: Disagreements and disputes (article 61 of GAC)

Where no amicable solution can be found for a disagreement, this disagreement is brought before the competent Cameroonian jurisdiction.

Article 35: Production and dissemination of this contract

Seven (07) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 36 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 supplier by the Contracting Authority.

Article 56: INFORMATION TO BE POSTED

The Contractor shall put up a visible sign board (total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

REPUBLIC OF CAMEROON Peace - Work – Fatherland EQUIPPING OF INFRASTRUCTURE IN THE VOCATIONAL TECHNICAL COLLEGE AT SAR/SM WUM, IN WUM COUNCIL AREA IN MENCHUM DIVISION OF NORTH WEST REGION CONTRACTING AUTHORITY: THE MAYOR COUNCIL PROJECT OWNER: THE MAYOR, WUM COUNCIL AUTHORISING OFFICER: THE MAYOR, WUM COUNCIL CHIEF OF SERVICE OF THE CONTRACT: THE COUNCIL DEVELOPMENT OFFICER, WUM COUNCIL PROJECT ENGINEER: THE DIVISIONAL DELEGATE OF MINCAF FOR MENCHUM CONTRACTOR:..... FINANCING: 2019 PUBLIC INVESTMENT BUDGET (MINEFOP) DURATION OF CONTRACT: (NINETY (90) CALENDAR DAYS)
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DOCUMENT N°. 5
DESCRIPTION OF THE SUPPLY

PRESRIPTIONS TECHNIQUES

Le présent CPT donne les spécification techniques relative a la fourniture des équipements et matériels de SAR/SM WUM.

L'entrepreneur devra par conséquent exécuter son Contrat conformément aux présentes prescriptions. En tout état de cause, L'Entrepreneur sera seul responsable de toute initiative personnelle contraire à présentes prescriptions sans avis préalable de l'Ingénieur de March.

Muti purpose planning machine, BOSCH Grinder Machine, BOSCH GBH 2-26 professional impact drill, Turning machine minimax or invincible (for carvings), Frames of hack saws BAHCO, Varsity of saws for workshop activities, Varsity of planes, Nail bar 40cm, Nail bar 70cm, Nail bar 100cm, Varsity of hammers 300gr, 400gr, 500gr, Single muti purpose zig zag machine, Emele weaving machine, Emele feather weight c240 sewing machine, Single Butterfly straight sewing machine, Philips comfort 470 Iron for dresses, YOVA YVO24 Electrical Iron, IRDP-120 Dry iron with soray, Planche table a repasser, Variety of professional scissors, Cuisiniere WESCOOK 5 bruleurs, Cuisiniere WESCOOK F6L 40G260cmx 60cm, Refrigerateur ICEBERG 140L, Refrigerateur ICEBERG 197L, Samsung ceramic micro wave TDS, Blender moulinex 1.5l 2Bowls 400W, Machine a ecraser a la main molina victoria, Casseroles Aluminium Alubassa 24cm (5piece), Casseroles Faitout Alubassa coquille coloree 26cm (3 piece), Casseroles Faitout Alubassa conique No 38, Casseroles Domi 20cm, Poele grille elegance Tefal 26cm, Royal food poele Tefal 36cm, Assiettes carre creuse 30cmx30cm, Cuilliere a soupe SMARTCOOK (6 pieces), Cuilliere a cafe INOX, Couteau a legume SMARTCOOK, Couteau a viande SMARTCOOK, Couteau a pain SMARTCOOK, Glacier 40L DAY DAY, Glacier 30L DAY DAY, Gobelet INOX 555, Moule a cake Tefal 26cm (3pieces), Moule a cake Tefal 28cm (3pieces), Moule a cake Tefal Charlotte 18cm (3pieces), Compactor GX 160, Cement block mold 10/30, Cement block mold 15/30, Spades (elephant), Pix axes, Wheel barrows, Trowels.

DOCUMENT N° 6:
PRICE AND QUANTITY SCHEDULE

**UNIT PRICE SCHEDULE FOR THE EQUIPPING OF
INFRASTRUCTURE IN THE VOLCATIONAL TECHNICAL
COLLEGE SAR/SM WUM IN WUM COUNCIL AREA, MENCHUM
DIVISION OF THE NORTH WEST REGION**

NO	DESIGNATION	U	Unit Price in figures	Unit Price in words
1.	Muti purpose planning machine	U		
2.	BOSCH Grinder Machine	U		
3.	BOSCH GBH 2-26 professional impact drill	U		
4.	Turning machine minimax or invincibile (for carvings)	U		
5.	Frames of hack saws BAHCO	U		
6.	Varity of saws for workshop activities	U		
7.	Varity of planes	U		
8.	Nail bar 40cm	U		
9.	Nail bar 70cm	U		
10.	Nail bar 100cm	U		
11.	Varity of hammers 300gr, 400gr, 500gr	U		
12.	Single muti purpose zig zag machine	U		
13.	Emele weaving machine	U		
14.	Emele feather weight c240 sewing machine	U		
15.	Single Butterfly straight sewing machine	U		
16.	Phillips comfort 470 Iron. for dresses	U		
17.	YOVA YVO24 Electrical Iron	U		
18.	IRDP-120 Dry ironwith soray	U		
19.	Planche table a repasser	U		
20.	Variety of professional scissors	U		
21.	Cuisiniere WESCOOK 5 bruleurs	U		
22.	Cuisiniere WESCOOK F6L 40G260cmx 60cm	U		
23.	Refrigerateur ICEBERG 140L	U		
24.	Refrigerateur ICEBERG 197L	U		
25.	Samsung ceramic micro wave TDS	U		

26.	Blender moulinex 1.5l 2Bowls 400W	U		
27.	Machine a ecraser a la main molina victoria.	U		
28.	Casseroles Aluminium Alubassa 24cm (5piece)	U		
29.	Casseroles Faitout Alubassa coquille coloree 26cm (3 piece)	U		
30.	Casseroles Faitout Alubassa conique No 38	U		
31.	Casseroles Domi 20cm	U		
32.	Poele grille elegance Tefal 26cm	U		
33.	Royal food poele Tefal 36cm	U		
34.	Assiettes carre creuse 30cmx30cm	U		
35.	Cuilliere a soupe SMARTCOOK (6 pieces)	U		
36.	Cuilliere a cafe INOX	U		
37.	Couteau a legume SMARTCOOK	U		
38.	Couteau a viande SMARTCOOK	U		
39.	Couteau a pain SMARTCOOK	U		
40.	Glacier 40L DAY DAY	U		
41.	Glacier 30L DAY DAY	U		
42.	Gobelet INOX 555	U		
43.	Moule a cake Tefal 26cm (3pieces)	U		
44.	Moule a cake Tefal 28cm (3pieces)	U		
45.	Moule a cake Tefal Charlotte 18cm (3pieces)	U		
46.	Compactor GX 160	U		
47.	Cement block mold 10/30	U		
48.	Cement block mold 15/30	U		
49.	Spades (elephant)	U		
50.	Pix axes	U		
51.	Wheel barrows	U		
52.	Trowels	U		

DOCUMENT N^o. 7
DETAILED ESTIMATES

THE BILL OF QUANTITIES AND COST ESTIMATE

BILL OF QUANTITIES AND COST ESTIMATE FOR THE EQUIPPING OF INFRASTRUCTURE IN THE VOCATIONAL TECHNICAL COLLEGE SAR/SM WUM IN WUM COUNCIL AREA, MENCHUM DIVISION OF NORTH WEST REGION

NO	DESIGNATION	U	QTE	P.U	P.TOTAL
1	Muti purpose planning machine	U	1		
2	BOSCH GSB 150 AC Professional	U	2		
3	BOSCH GSB 16 RE professional	U	1		
4	Turning machine minimax or invincible (for carvings)	U	1		
5	Frames of hack saws BAHCO	U	3		
6	Variety of saws for workshop activities	U	1		
7	Variety of planes	U	1		
8	Nail bar 40cm	U	12		
9	Nail bar 70cm	U	7		
10	Nail bar 100cm	U	3		
11	Variety of hammers 300gr, 400gr, 500gr	U	1		
12	Single muti purpose zig zag machine	U	1		
13	Emele weaving machine	U	1		
14	Emele feather weight c240 sewing machine	U	1		
15	Butterfly straight sewing machine	U	7		
16	Philips comfort 470 Iron for dresses	U	2		
17	YOVA YVO24 Electrical Iron	U	7		
18	IRDP-120 Dry ironwith soray	U	5		
19	Planche table a repasser	U	5		
20	Variety of professional scissors	U	1		
21	Cuisiniere WESCOOK 5 bruleurs	U	1		
22	Cuisiniere WESCOOK F6L 40G260cmx 60cm	U	4		

23	Refrigerateur ICEBERG 140L	U	1		
24	Refrigerateur ICEBERG 197L	U	1		
25	Samsung ceramic micro wave TDS	U	1		
26	Blender moulinex 1.5l 2Bowls 400W	U	6		
27	Machine a ecraser a la main molina victoria.	U	4		
28	Casseroles Aluminium Alubassa 24cm (5piece)	U	3		
29	Casseroles Faitout Alubassa coquille coloree 26cm (3 piece)	U	4		
30	Casseroles Faitout Alubassa conique No 38	U	10		
31	Casseroles Domi 20cm	U	10		
32	Poele grille elegance Tefal 26cm	U	3		
33	Royal food poele Tefal 36cm	U	5		
34	Assiettes carre creuse 30cmx30cm	U	24		
35	Cuilliere a soupe SMARTCOOK (6 pieces)	U	24		
36	Cuilliere a cafe INOX	U	40		
37	Couteau a legume SMARTCOOK	U	24		
38	Couteau a viande SMARTCOOK	U	25		
39	Couteau a pain SMARTCOOK	U	12		
40	Glacier 40L DAY DAY	U	2		
41	Glacier 30L DAY DAY	U	3		
42	Gobelet INOX 555	U	48		
43	Moule a cake Tefal 26cm (3pieces)	U	5		
44	Moule a cake Tefal 28cm (3pieces)	U	5		
45	Moule a cake Tefal Charlotte 18cm (3pieces)	U	4		
46	Compactor GX 160	U	1		
47	Cement block mold 10/30	U	5		
48	Cement block mold 15/30	U	5		
49	Spades (elephant)	U	15		
50	Pix axes	U	5		
51	Wheel barrows	U	4		

52	Trowels	U	20		
	TOTAL HTVA				
	TVA (19.25%)				
	AIR (5.5 or 2.2%)				
	TOTAL TTC				

DOCUMENT N^o. 8:
SUB-DETAILS OF UNIT PRICES

SUB-DETAILS OF UNIT PRICES

Option N°. 1

No.	Designation	Cost price	Transportation	Cost of order	Delivery fee	Margin	Unit price ATE

Option N°. 2

Description	Amounts
Ex-works	
Freight	
Insurance	
CAF delivered Douala	
Customs duty	
Computer tax	
Unloading tax	
SGS control	
Transit + handling	
Transportation + intervention	
Others	
Bank charges	
After-sales service	
Registration, assembling	
Miscellaneous	
Total EVAT	

Bidder's name _____ [Insert name]

Signature _____ [Insert signature]

Date _____ [Insert date]

DOCUMENT N° 9:
MODEL DOCUMENT

Table of model documents

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 4: Model start-off advance bond

Annex No. 5: Model performance bond

Annex No. 6: Model authorisation from manufacturer

ANNEX N°. 1: MODEL TENDER

I, the undersigned _____ [*indicate the name and capacity of signatory*]
Representing the _____ enterprise or group of enterprises¹ with head office at
_____ registered in the trade register of under the number No. _____

- Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of No. _____ [*recall the subject of the invitation to tender*]
- Submit and commit myself to deliver the supplies in accordance with the Tender File, in return for the prices which I myself establish on the basis of the price and quantity schedule which give the amount of the 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 deliver the supplies within a deadline of months.
- In addition, I pledge to maintain my offer for [*indicate duration of validity, in principle 90 days*] from the deadline of submission of tenders.
- The rebates offered and modalities of application of the said rebates are as follows _____

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

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

Done at _____ on

Signature of _____

In the capacity as _____

Duly authorised to sign bids for and behalf of _____

ANNEX No. 2: MODEL BID BOND

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

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

We.....*[name and address of the bank]*, represented by *[names of signatories]*, hereinafter referred to as "the bank" hereby declare to guarantee payment to the 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 tender during the validity period specified by him in the tender;

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 commit ourselves 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 tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. 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 validity period.

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

ANNEX No. 3: MODEL FINAL BOND

Bank:

Reference of the bond: No. _____

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

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

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

Whereas we have agreed to give the Supplier this guarantee,

We, _____ *[name and address of bank]*

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

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

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

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

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

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

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

ANNEX No. 4: MODEL START-OFF ADVANCE BOND

Bank: Reference, Address: _____

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

Contracting Authority

[Address of Contracting Authority]

("beneficiary")

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

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

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

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

Signed and authenticated by the bank

At _____ on _____

[Signature of the bank]

ANNEX N°. 5: MODEL RETENTION FUND

Bank: _____
Reference of the guarantee: No. _____

Addressed to [Indicate the Contracting Authority]
[Address of Contracting Authority]

Hereinafter referred to as "the Contracting Authority"

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

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

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

Hence, we hereby affirm that on behalf of the Supplier, we guarantee and are responsible to the Contracting Authority for a maximum amount of _____
[in figures and words] corresponding to [percentage below 10 % to be specified] of the contract price².

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

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

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

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

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

Signed and authenticated by the bank

At _____ on _____
[Signature of the bank]

² Case where the guarantee is established once the supplies start and covers the total guarantee, that is 10% of the contract

ANNEX No. 6: MODEL OF MANUFACTURER'S AUTHORISATION

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

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

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

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

To: *[Insert full name of Contracting Authority]*

WHEREAS:

[insert full name of manufacturer] are reputed manufacturer of *[indicate the supplies produced]* having our factory at *[indicate the full address]*

We hereby authorise *[indicate the full name of the bidder]* to present a tender and possibly sign a contract with you for the Invitation to Tender No. _____ *[insert the references of the invitation to tender]* for the supplies manufactured by us.

We confirm all our guarantees and are guarantors in accordance with the Tender File for the supplies offered above for this invitation to tender.

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

Signature *[insert the signature]*

Duly mandated to sign the capacitation for and on behalf of *[insert manufacturer's full name]*

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

DOCUMENT N° 10:
MODEL CONTRACT

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

REPUBLIC OF CAMEROON

Peace - Work - Fatherland

JOBGING ORDER N° _____ /JO/WC/ MCH/ITB/2019 OF 2019

**FOR THE EQUIPPING OF INFRASTRUCTURE IN THE VOLCATIONAL TECHNICAL COLLEGE SAR/ SM
WUM, WUM COUNCIL AREA IN MENCHUM DIVISION OF THE NORTH WEST REGION**

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

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

Business Requisition N° _____ at

Taxpayer's No. _____

**SUBJECT: EQUIPPING OF INFRASTRUCTURE IN THE VOLCATIONAL TECHNICAL COLLEGE SAR/ SM
WUM, WUM COUNCIL AREA IN MENCHUM DIVISION OF THE NORTH WEST REGION**

PLACE OF EXECUTION:

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN F CFA:

ATI	
ATE	
VAT	
AIR	
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 State of Cameroon represented by the Mayor of Wum Council Delegated Contracting Authority,
hereafter known as the **"Administration"**

ON THE ONE HAND

AND

THE COMPANY:

Represented by the General Manager

hereafter known as << The Contractor >>

ON THE OTHER HAND

THE FOLLOWING AGREEMENT HAS BEEN ENTERED INTO.

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page.... And last of Jobbing Order N° _____/DCA/JO/ITB/2019 ----- OF
2019_____

Awarded after Open Tender [give reference of the tender file]

With_____

For the supply of _____

Amount of Jobbing Order : [In Francs CFA, all taxes inclusive in figures and in words]

Delivery deadline: [To be completed in days]

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

**DOCUMENT N°. 11: LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES
AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

1. AFRILAND FIRST BANK
2. BANQUE ATLANTIQUE DU CAMEROON (BACM)
3. BANQUE INTERNATIONALE DU CAMEROUN POUR L'EPARGNE ET LE CREDIT (BICEC)
4. CITIBANK CAMEROON (CITIGROUP)
5. COMMERCIAL BANK OF CAMEROON (CBC)
6. ECOBANK CAMEROUN
7. NATIONAL FINANCIAL CREDIT BANK (NFC BANK)
8. SOCIETE COMMERCIALE DE BANQUE CAMEROUN (CA-SCB)
9. SOCIETE GENERALE DE BANQUE AU CAMEROUN (SGBC)
10. STANDARD CHARTERED BANK CAMEROON
11. UNION BANK OF CAMEROON PLC (UBC)
12. UNITED BANK FOR AFRICA (UBA)

DOCUMENT N°. 12: EVALUATION GRID

EVALUATION GRID

**OPEN NATIONAL INVITATION TO TENDER FILE N°...../ONIT/WC/ MCH/ITB/2019 OF _____ 2019
FOR THE EQUIPPING OF INFRASTRUCTURE IN THE VOLCATIONAL TECHNICAL COLLEGE SAR/ SM
WUM IN WUM COUNCIL AREA, MENCHUM DIVISION OF THE NORTH WEST REGION**

ADMINISTRATIVE DOCUMENTS

N°	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old. Certified copy of business license valid and less than 3 months.		
A.2	Declaration of intention to tender stamped with the tariff in force.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond of 500 000 FCFA (five hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance		
A.9	Certified Copy of a valid taxpayers card, delivered by an Inspector of Taxes. dated at most 3 months.		
A.10	A certificate of payment of all assessed taxes, delivered by an Inspector of Taxes. Dated at most 3 months.		
A.11	Plan and attestation of localization signed by the taxation authorities at most 3 months		

	TECHNICAL OFFER		
N°	DESCRIPTION	YES	NO
B.1	GENERAL PRESENTATION OF THE BIDS		
- - -	General presentation of bids a point each ➤ Properly bound. ➤ Table of content. ➤ Separators in color apart from white ➤ Order described respected. ➤ Clearness of the documents		
B.2	REFERENCES OF SIMILAR WORKS EXECUTED ➤ List of references of similar works executed. The contractor will provide evidence of the similar work carried out during the last three (03) years. Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional or final reception and related contracts or jobbing orders first and last pages)		
B.2.1	<i>The first (1st) Contracts in the domains of supply</i>		
B.2.2	<i>The Second (2nd) Contracts in the domains of supply</i>		
B.3	FINANCIAL CAPACITY <i>Pre – Financing capacity from a banking or institutions of first order approved by the Ministry in charge of finance, more than or equal to amount required in the offer.</i>		
B.4	CERTIFICATE OF GUARANTEE (delivered by the supplier for at least six months)		
B.6	Attestation of site visit and Site visit Report Attestation of site visit signed by the contractor or their representatives. Site visits Report .The bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical report signed and stamped by the contractor		
B.5	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).		
B.6	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).		
B.7	LOGISTICS: show proof of a conveyance vehicle (attach copy of carte grise) or Legalized document to hire a vehicle. With the attach copy of carte grise		
B.8	DELIVERY DEADLINE Delivery deadline of the supplies		

Main evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

C. Eliminatory criteria

- Absence or non-conformity of an element in the administrative file;
- Non conformity of technical specifications (include catalogue);
- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.

1- Essential criteria

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

- General presentation of the Offer;
- References of the company in the similar achievements;
- Logistics.
- The Pre – Financing capacity greater or equal to the amount required in the offer Certificate of guarantee delivered by the supplier;
- The Special Technical Clauses initialed in each page;
- Special Administrative Clauses completed and initialed in each page;

14. Main qualification criteria

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 70% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 70% of the essential criteria.

NB: The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals