

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

COMMISSION REGIONALE DE PASSATION
DES MARCHES PUBLICS

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

N^o 001 /ONIT/GOV/RTB-NW/2020 OF 18/02/2020 FOR THE
SUPPLY OF AN AMBULANCE FOR THE REGIONAL HOSPITAL
BAMENDA

Funding: REGIONAL HOSPITAL BAMENDA FUND (REVENUE SET
ASIDE)

TENDER DOCUMENT

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Part n° 03 Special Regulations for the call for tenders (OMPP)

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PART 01

AVIS D'APPEL D'OFFRES/TENDER NOTICE

REPUBLIC OF CAMEROON
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« Avis d'Appel d'Offres National Ouvert »

N° 001/AONO/GOV/CPM-NO/2020 du 13/02/2020 POUR L'ACQUISITION
AMBULANCE POUR L'HOPITAL REGIONALE DE BAMENDA »

1. Objet de l'Appel d'Offres

Le Gouverneur du Région du Nord-Ouest, Autorité Contractante Déléguée lance pour le compte du Directeur de l'hôpital Régional de Bamenda, un appel d'offre national ouvert en procédure d'urgence pour l'acquisition d'un ambulance pour l'hôpital Régionale de Bamenda.

2. Consistance des travaux

Les prestations comprennent les opérations suivantes:

L'acquisition d'un ambulance pour l'hôpital Régionale de Bamenda

3. Coût Prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de Cinquante Huit Million (58.000.000) francs CFA

4. Participation

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounais ayant une expérience avérée dans le domaine de fourniture de matériel.

5. Financement

Les travaux, objet du présent Appel d'Offres, sont financés par budget de l'hôpital Régionale de Bamenda (Revenue set aside)

6. Consultation du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de bureau du Gouverneur du Nord-Ouest.

7. Acquisition du dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de bureau du Gouverneur du Nord-Ouest sur présentation d'une quittance de versement d'une somme non

remboursable de **Soixante-dix mille (70.000) francs CFA** au Trésor Public (Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres).

8. Présentation des offres

Les documents constituant l'offre sont repartis en trois (03) volumes ci-après contenus dans une enveloppe fermée et scellée dont :

- L'enveloppe A contenant les pièces administratives (volume 1)
- L'enveloppe B contenant l'offre technique (volume 2)
- L'enveloppe C contenant l'offre financière (volume 3)

Les offres ainsi présentées seront placées sous simple enveloppe, fermée et scellée portant uniquement la mention de l'Appel d'Offres en cause. Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de même couleur différente au blanc.

9. Remise des Offres

Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme tels, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous pli fermé, dans les services de bureau du Gouverneur du Nord-Ouest, au plus tard le 10/03/2020 à 11 heures, heure locale et devront porter la mention

« Avis d'Appel d'Offres National Ouvert N° 001/AONO/GOV/CPM-NO/2020 du 18/02/2020

POUR L'ACQUISITION D'UN VEHICULE HARD TOP 4X4 78 DSL POUR L'HOPITAL REGIONALE DE BAMENDA »

« A n'ouvrir qu'en séance de dépouillement »

Les offres parvenues après les dates et heure limites de dépôt des offres ne seront pas reçues

10. Recevabilité des offres

Les offres ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par la Ministère chargé des Finances, valable pendant 30 jours au-delà de validité des offres.

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, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

11. Ouverture des offres

L'ouverture des offres aura lieu en un temps le 10/03/2020 à 12 heures précises dans la salle de Conférence du Gouverneur du Nord-Ouest par la Commission de Passation des marchés Compétente en présence des soumissionnaires

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandater à cet effet.

12. Délai de réponse des soumissionnaires

Pour cet Appel d'Offres, le délai de réponse est fixé à trente jours calendaires aux entreprises désireuses d'y participer à compter de la date de publication de l'Avis d'Appel d'Offres.

13. Délai d'exécution des travaux

Le délai global d'exécution des travaux est de **deux (02) mois** calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

14. Cautionnement Provisoire (Garantie de soumission)

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission) établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agréé par le Ministère des Finances et d'un montant égal à **One Million Cent Soixante Mille (1.160.000) francs CFA**.

Le cautionnement provisoire sera libéré d'office au plus tard trente (30) jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement provisoire sera libéré après constitution du cautionnement définitif.

15. Evaluation des Offres

L'évaluation des offres se fera en trois (03) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

16.1. Critères éliminatoires

- 1 Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 2 Fausses déclarations ou pièces falsifiées;
- 3 Absence ou insuffisance de la caution provisoire de soumission;
- 4 Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 5 Offres financière incomplète,
- 6 Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 7 Le non-respect de (75%) des critères essentiels ;
- 8 Non achèvement d'un projet pendant les années antérieures sur l'étendue du Territoire National et suspendu par le MINMAP en 2020.

16.2. Critères essentiels

L'offre technique du soumissionnaire sera évaluée-sur les éléments suivants :

N°	Critères	
1	Personnel technique	OUI/NON
2	Méthodologie d'exécution	OUI/NON
3	Moyens matériels	OUI/NON

4	Chiffre d'affaire /Bilan	OUI/NON
5	Capacité de préfinancement	OUI/NON
6	Références du soumissionnaire	OUI/NON

16. Attribution de la lettre commande

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la moins-disant et **techniquement qualifiée**, conformément à l'article 33 du Code des lettres commandes Publiques.

17. Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre-vingt-dix (90) jours, à compter de la date limite fixée pour la remise des offres.

18. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès du bureau du Gouverneur du Nord-Ouest.

Bamenda, le 18 FFV 2020

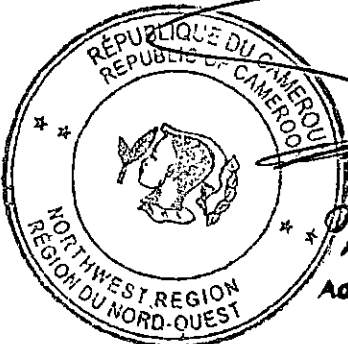
Le Gouverneur du Nord Ouest Région

Ampliations :

- Le Directeur l'hôpital Régional de Bamenda
- DR/MINMAP/NO
- ARMP (pour publication et archivage)
- Président CRPM-NO (pour information)
- Affichage

**For the Governor
and by Delegation
The Secretary General**

Viang Mekali
Administrateur Civil Principal



NORTH WEST REGION

REGION DU NORD OUEST

OFFICE OF THE GOVERNOR

SERVICES DU GOUVERNEUR

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REGIONAL TENDERS' BOARDS

Open National Invitation to Tender by emergency procedure

**N° 001/ONIT/GOV/RTB-NW/2020 OF 18/02/2020 FOR THE SUPPLY OF
AN AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA**

1. Subject of the invitation to tender:

The Governor of North West Region (Delegated Contracting Authority), on behalf of The Director of the Regional Hospital Bamenda hereby launches an Open National Invitation to Tender for the supply of an ambulance for the Regional Hospital Bamenda

2. Nature of supplies

The supply of an ambulance for the Regional Hospital Bamenda

3. Delivery deadline

The maximum deadline provided by the Delegated Contracting Authority for the delivery of the supplies forming the subject of this invitation to tender is **Two (02) months**.

4. Allotment

The supplies is in one (01) lot defined as follows: **The supply of an ambulance for the Regional Hospital Bamenda**

5. Estimated cost

The estimated cost after preliminary studies is **Fifty Eight Million (58,000,000) FCFA** all taxes inclusive.

6. Participation and origin

Participation is open under the same conditions to all Cameroonian companies and business concerns that have proven experience in the field of supplies

7. Financing

The **supply of an ambulance for the Regional Hospital Bamenda**, subject of this invitation to tender, shall be financed by the Regional Hospital Bamenda Fund (Revenue set aside).

8. Consultation of tender file:

The tender file may be consulted at the Governor's office North West Region as soon as this notice is published.

9. Acquisition of tender file:

The tender file may be acquired from the Governor's office North West Region, upon presentation of a non-refundable treasury receipt of **Seventy Thousand (70,000) FCFA**. Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

10. Submission of bids:

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescription of the tender file should be submitted against a receipt at the Governor's office North West Region Room 108 not later than 10/03/2020 at 11.00a.m. local time and shall carry the inscription:

"Open National Invitation to Tender by Emergency procedure

N° 001 /ONIT/GOV/RTB-NW/2020 of 18/02/2020 FOR THE SUPPLY OF AN AMBULANCE
FOR THE REGIONAL HOSPITAL BAMENDA"

"To be opened only during the bid opening session"

11. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of ***One Million One Hundred and Sixty Thousand (1,160,000) FCFA*** and valid for thirty (30) days beyond the date of validity of bids.

12. Admissibility of bids:

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

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of administrative documents, the technical and financial bids shall be done on 10/03/2020 at **12:00 noon**. in the Conference Hall of the Governor of North West Region by the competent tender board. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity

14. Evaluation criteria

The evaluation of the bids shall be done in three (03) steps:

- 1st step: Verification of the conformity of the administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd step: Analysis of the financial file.

14.1

14.2 *Eliminatory criteria*

1. Deadline for delivery higher than prescribed;
2. False declaration or falsified documents;
3. Absence or insufficient bid bond;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit;
7. Non respect of (75%) of essential criteria;
8. Non completion of any project 2019 in the North West Region or suspended by MINMAP in 2020.

N.B. For absence or non-conformity of an element in the administrative file, except absence of the bid bond, the bidder shall be given 48 hours to produce the valid element failure which the file shall be automatically rejected.

14.3 *Essential criteria*

The technical offer of the bidder shall be assessed along the following lines

SN	CRITERIA	MARKS
1	Technical staff	Yes/No
2	Execution methodology	Yes/No
3	Equipment	Yes/No
4	Capital	Yes/No
5	Pre-financing capacity	Yes/No
6	References of the bidder	Yes/No

15. Award

The contract shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the lowest bid and technical quality, confer article 33 of the public contracts code.

16. Validity of offers

Bidders will remain committed to their offers for **90 days** from the deadline set for the submission of bids.

17. Complementary information

Complementary information may be obtained during working hours from the Governor's office North West Region.

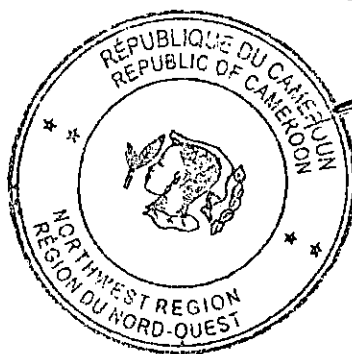
Bamenda, the 18 FEB 2020

The Governor of North West Region

Copies

- The Director of Regional Hospital Bamenda
- RD/MINMAP/NW
- ARMP
- Chairpersons of RTB North West
- Notice boards

For the Governor
and by Delegation
The Secretary General



Viang Mekali
Administrateur Civil Principal

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OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
N° _____/ONIT/GOV/NWRTB/2020 of _____ FOR THE SUPPLY
OF AN AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA

**Funding: REGIONAL HOSPITAL BAMENDA FUND (REVENUE SET
ASIDE)**

PART 02

GENERAL REGULATION FOR THE CALL FOR TENDERS (GRCB)

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General Regulations of the invitation to tender

A. General

Article 1: Scope of offer

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

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

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

- 1.2** The preferred or successful bidder must furnish the supplies within the time-limit indicated in the Special Regulations of the invitation to tender and which runs, except otherwise stipulated in the SAC, from the date of notification of the Administrative Order to start the delivery of the supplies or that set in the said Administrative Order.

- 1.3** In this Tender File the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

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

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

- v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.
 - b. Any award proposal shall be rejected if it determined that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices in the award of this contract.
- 3.2** The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non authentic documents in his offer, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed to compete

- 4.1** If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2** Generally, the invitation to tender is addressed to all suppliers, subject to the following provisions:
- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
 - (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

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

- i) is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid; or
 - iii) the Contracting Authority or Project Owner has financial interests in the share capital in way as to compromise the transparency of the contracts award procedure.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct or indirect supervisory authority of the Contracting Authority or Project Owner.

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

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

5.2 Within the meaning of this article 5(1) above, the term "supplies" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.

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

Article 6: Qualification of bidder

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

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

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

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

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

- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;
- b. The bid and the contract must be signed in a way that is binding on all members of the group;

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

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

B. Tender File

Article 7: Content of Tender File

1.1 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 addendum (addenda) published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The tender notice in English and French signed by the Contracting Authority
Document No. 2	The General Regulations of the invitation to tender
Document No. 3	The Special Regulations of the invitation to tender
Document No. 4	The Special Administrative Conditions;
Document No. 5	The description of the supplies which includes: - The list of the supplies and ancillary services; - Technical specifications and for complex projects;
Document No. 6	Schedule of unit and all-in prices
Document No. 7	Schedule of detailed estimates

Document No. 8	Schedule of sub-details of unit and all-in prices
Document No. 10	Model contract;
Document No. 9	Models to be used by bidders;
Document No. 10	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

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

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 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 Minister Delegate in charge of public contracts.

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

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

Article 9: Amendment of the Tender File

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

9.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 7.1 of the General Regulations of the invitation to tender and must be

communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Contracting Authority.

9.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 23.2 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 10: Bidding fees

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

Article 11: Language of bid

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

Article 12: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

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

- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

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

b.2 Technical proposals

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

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

b.3 Proof of acceptance of conditions of the contract

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

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

c. Volume 3: Financial bid

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of unit and/or all-in 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 bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

Article 13: Bid price

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

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

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

a. For supplies manufactured in Cameroon:

- i. Prices exclusive of taxes of supplies at the local level;
- 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 whole duration of the execution of the contract and should not in any manner vary, except there is a contrary provision in the Special Regulations. A bid including a price revision clause will be considered as not being in conformity and set aside, in accordance with article 29(3) of the General Regulations.

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

Article 14: Currency of bid

Prices shall be drawn in the CFA franc.

Article 15: Documents attesting to the eligibility of the bidder

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

Article 16: Documents attesting to the admissibility of supplies

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

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

Article 17: Documents attesting to the conformity of supplies

- 17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his bid, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the Supplies Description.
- 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 Description.
- 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 Project Owner 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 Project Owner or Delegated Project Owner in the Quantity Schedule, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive 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 Project Owner that the standards, makes and numbers thus substituted are substantially equivalent or superior to the specifications of the Schedule of prices and technical specification.

Article 18: Documents attesting to the bidder's qualification

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

- a) in the case where the bidder offers to deliver in execution of the contract, supplies which moreover he does not manufacture or produce, the said bidder is duly authorised by the manufacturer of these supplies to deliver them in Cameroon;
- b) the bidder has the financial, technical and production capacity necessary to execute the contract;
- c) the supplier has the relevant experience similar to that provided for in the Tender File.

Article 19: Bid bond

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

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

Article 20: Validity of bids

- 20.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority as not being in conformity.
- 20.2 Under exceptional circumstances, the Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor be authorised to do so.
- 20.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder

retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority shall address to bidders. The Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 21: Form and signature of the bid

- 21.1 The bidder shall prepare an original of the constituent documents described in article 12 of the General Regulations in a volume clearly indicated **"ORIGINAL"**. In addition, the bidder shall submit the number required in the General Regulations, bearing **"COPY"**. In case of discrepancy, the original shall be considered as authentic.
- 21.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 21.3 The bid shall bear no modification, suppression or alteration, unless such corrections are initialled by the signatory (ies) of the offer.

D. Submission of bids

Article 22: Sealing and marking of bids

- 22.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription **"ORIGINAL"** and **"COPY"**, as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.
- 22.2 The external and internal envelopes :
- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

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

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

Article 23: Date and time-limit for submission of bids

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

Article 24: Late bids

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

Article 25: Modification, substitution and withdrawal of bids

- 25.1 A bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of bids. The said notification must be signed by an authorised representative in application of article 21(2) of the General Regulations.

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

- 25.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.
- 25.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.
- 25.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 26: Opening of envelopes and petitions

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

26.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened.

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

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

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

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

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

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

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

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

Article 27: Confidential nature of the procedure

- 27.1 No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public, subject to the disqualification of the bidder and the suspension of the authors from all activities related to public contracts.
- 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 their award decision may cause the rejection of his bid.
- 27.3 Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

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

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

Article 29: Conformity of bids

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

- 29.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 30: Evaluation of technical bid

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

Article 31: Qualification of the bidder

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

Article 32: Correction of errors

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

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

Article 33: Financial evaluation of bids

33.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.

33.2 For this evaluation the Evaluation sub-committee shall consider the following elements:

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

33.3 To evaluate the bid price, the Evaluation sub-committee may equally consider factors other than the bid price indicated including the characteristics, performance of the supplies and ancillary services and purchase conditions.

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

Article 34: Comparison of bids

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

F. Award of the contract

Article 35: Award of the contract

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

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 situation at the time of award.

35.3 Any award of supplies contract shall be to the bidder meeting all the technical and financial capacities resulting from the required essential or eliminatory criteria and presenting the bid evaluated as the lowest.

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 in charge of public contracts where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

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

Article 39: Publication of results of award and petitions

- 39.1 Any award decision of a public contract by the Project Owner or the Delegated Project Owner shall be inserted with an indication of the price and deadline in the Public Contracts Journal published by the body in charge of the regulation of public contracts or any other publications authorised to do so.
- 39.2 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 appended the evaluation report of the bids.
- 39.3 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 39.4 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 39.5 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, the Contracting Authority and the chairperson of the said Tenders Board.

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

Article 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 for examination and opinion and where applicable to the prior endorsement of the Minister in charge of public contracts. .

- 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 and where applicable after the endorsement of the Minister in charge of Public Contracts.
- 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 supplier shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 41.2 The bond whose rate varies between 2 and 5% of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment in accordance with 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 nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a first rate financial institution approved in accordance with the instruments in force.
- 41.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

**COMMISSION REGIONALE DE PASSATION
DES MARCHES PUBLICS**

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

**N° _____/ONIT/GOV/RTB-NW/2020 OF _____ FOR THE SUPPLY OF
AN AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA**

**Funding: REGIONAL HOSPITAL BAMENDA FUND (REVENUE SET
ASIDE)**

PART 03

SPECIAL REGULATION OF THE INVITATION TO TENDER

SPECIAL REGULATION OF THE INVITATION TO TENDER

The following provisions, which are specific to the works being the subject of the invitation to tenders, supplement or, if necessary, modify the provisions of the RGAO.

Article 1: Purpose of the tenders

The Governor of North West Region, Delegated Contracting authority launches an Open National Invitation to Tender **for the supply of an ambulance for the Regional Hospital Bamenda.**

Article 2: Execution time

The maximum period of execution of works, which shall commence as from the date of notification to the Contractor of service order to start work shall be **Two (02) months.**

Article 3: Funding

Works concerned being object of this invitation to tender, will be funded by the Regional Hospital Bamenda Fund (Revenue set aside) 2020 financial year assigned to The Director of the Regional Hospital Bamenda Authorizing officer.

Article 4: Consistency of offers

Each offer or bid drafted in English or French in Seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a treasury receipt at the Governor's office of North West Region not later than _____ at 11.00a.m. local time and should carry the inscription:

***“Open National Invitation to Tender by emergency procedure
No _____/ONIT/GOV/RTB-NW/2020 of _____ FOR THE SUPPLY OF AN
AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA”***

“To be opened only during the bid opening session”

The offer shall include a file for administrative documents, a file for technical documents and a file for financial documents.

A file of Administrative documents (in envelope A)

It shall consist of the following documents stapled or placed in the following order of enumeration.

1. **Undertaking by bidder** stamped with the tariff in force, signed, dated and stamped by the contractor in conformity with the model attached
2. **Attestation of non-bankruptcy** dating less than 3 months, issued by the Court of competent jurisdiction of the place of residence of the bidder.

3. **Attestation of Bank account** of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.
4. **Bank guarantee** (of the same bank that issued the attestation of bank account) on the list of banking institutions of the first order approved by the Ministry in charge of finance, for an amount in francs CFA of **One Million One Hundred and Sixty Thousand (1,160,000)FCFA**.
5. **Treasury Receipt of purchase of the tender file**, as stipulated in the notice of call for tenders.
6. **An Attestation of the National Social Insurance Fund** stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
7. **A non-exclusion certificate** attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts dated not more than 3 months old and issued by ARMP.
8. **An attestation of the bidder's fiscal obligation** signed by the competent Taxation authority dated not more than 3 months old.
9. **A certified copy of taxpayer card** valid, dated not more than 3 months old.
10. **A certified copy of certificate of incorporation**
11. **Certified copy of plan and attestation of localization** signed by the taxation authorities
12. **Power of attorney** where necessary.
13. **The group agreement** where necessary.
14. **The Special Regulation of the invitation to tender** duly initialed on each page, signed and dated on the last page.

In case of grouping each member must submit complete administrative documents, the documents 3, 4 and 5 above can only be presented by the representative of the group.

(b) Technical file (in the B envelope)

1. List of key site personnel

Bidders must undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV signed by the candidate, a certified copy of the technical diploma, an attestation of presentation of original, a certified copy of ID card signed three times by the personnel and an attestation of availability signed by the candidate) notably.

- i. A works director who should be a Senior Mechanical Technician with at least **5years' experience in similar works**.
- ii. A foreman (or several if necessary) at least a Mechanical Technician, minimum **3years' experience in similar works**.

2. List of performance equipment the bidder intends to use on site using the form presented in the DAO. The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work
 - i. Legalized Registration document (pickup, truck or van)
 - ii. Legalized Invoices for safety equipment (major equipment) and a list of small construction equipment or assorted tools signed by the head of the company.
3. List of realizations (references) in the form presented in the tender file. The contractor should provide evidence of similar works carried out during the **Past 3 years**.

The bidder must justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amounts from the realizations and the quality of the works (certificate of completion and/or minutes of provisional or final reception and related contracts, and jobbing orders).

4. Technical notes on the methodology and the execution of works.

The bidder will produce a technical note dated and signed on the last page providing all the following information:

- i. The mode of execution of the works
 - ii. The planning of intervention, the expected output
 - iii. Supply materials or site equipment
 - iv. Measures of safety and protection of the environment
 - v. Administrative and technical organization of the enterprise.
5. Self-financing capacity
 - i. An attestation of credibility issued by a Bank not less than 75% of the amount required in the offer.
6. Certificate of guarantee delivered by the supplier for at least one (01) year.
7. Attestation of site visit and site visit report. The attestation of site visit signed by the contractor or his representative and for the site visit 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.
8. After-sales service and availability of spare parts.
9. Technical description of the supplies (technical documentations, prospectus of equipment to be supplied with photographs)\
10. Special Administrative conditions duly initialed on each page, signed, dated and stamped by the contractor on the last page
11. Special Technical Clauses duly initialed on each page, signed, dated and stamped by the contractor on the last page.
12. Declaration of ongoing projects: Contractors with ongoing projects should fill the table in the annex and attach first and last pages of contracts/jobbing orders, a copy of the notification for ongoing projects.

(C) Financial documents (in the C envelope)

It includes all the elements that help in justifying the cost of services namely:

- C.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate, signed, dated and stamped by the contractor;
- C.2 The duly filled unit and all-in price Schedule signed dated and stamped by the contractor;
- C.3 The duly filled bill of quantities and detailed estimates signed dated and stamped by the contractor;
- C.4 The sub-details of prices according to the model attached signed, dated and stamped by the contractor.

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

N.B The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.

Article 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 non-revisable.

Article 6: Delivery of bids

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at the Governor's Office North West Region not later than _____ at **11.00 am** local time and should carry the inscription:

“Open National Invitation to Tender by emergency procedure”
No _____/ONIT/GOV/RTB-NW/2020 of _____ FOR THE SUPPLY OF AN
AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA

“To be opened only during the bid opening session”

Article 7: Evaluation of tenders

7.1. Opening of tenders

The opening of the bids will be in one (1) stage. The opening of Administrative, technical and financial documents shall take place on the _____ at **12.00 noon** in the conference hall of the Governor of North West Region by the competent tenders' board.

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 of the opening of tenders.

7.2. Clarification on the offers

To better understand the bids, the Governor of North West Region has flexibility to seek for clarification from the bidders. 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 shall 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.

1.4. Evaluation and comparison of tenders

The technical sub-committee 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:

- The technical evaluation and
- The financial evaluation

1.4.1. Technical evaluation

1.4.1.1. Eliminary criteria

Eliminatory criteria will focus on the following aspects:

1. Absence or non-conformity of an element in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of (75%) of essential criteria;
9. Non completion of any project in the previous years in the North West Region and suspended by ARMP in 2020.

1.4.1.2. Essential criteria

The non-validation of all the following criteria shall result in a systematic rejection of the offer, that is:

a) The company's references

Experience of the company in similar supplies for the past 03 year; The bidder must justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amount from the realization and the quality of the supply (certified copies of certificate of completion and/or minutes of provisional or final reception and certified copies of related contracts, and Contracts (first and last pages).

b) Essential equipment

Essential equipment that the contractor should be made available for the contract (registration documents, purchase receipt) shall be the following: 4x4 pickup vehicle or van for the transportation of personnel and other materials and other small tools.

c) The qualification of site personnel

- A Procurement Officer having the qualification of a Senior Mechanical Technician or its equivalents and an experience of at least five (05) years in similar works and volume; and occupying the same position to be assigned. (Attach certified copy of certificate, signed and dated CV and attestation of availability signed and dated by the personnel).
- A Site Foreman with the qualification of a Mechanical Technician or its equivalents and an experience of at least three (03) years in similar works and volume and occupying the same position. (Attach a certified copy of certificate, signed and dated CV and attestation of availability signed dated by the personnel).

d) The methodology of intervention and execution of work

The company will produce a technical note dated and signed on the last page providing information about:

- i. The mode of execution of the works
- ii. The planning of intervention, the expected output
- iii. Supply materials or site equipment
- iv. Measures of safety and protection of the environment
- v. Administrative and technical organization of the enterprise.

e) The Self-financing capacity

An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract) of 75% of the amount of the offer must be produced.

1.4.1.3. Other criteria

General presentation of bids

Bidders must submit bids legible and in accordance with the models of attachments in annexes.

1.4.1.4. Evaluation grid

NB: For a criterion to be validated, it must have at least 75% of the “Yes”.

General presentation of bids	
- Presence of all documents.....	Yes/No
- Properly bind.....	Yes/No
- Table of content.....	Yes/No
- Pages numbered.....	Yes/No
- Separators in colour apart from white.....	Yes/No
- Order described respected.....	Yes/No
- Clearness of the documents.....	Yes/No
TOTAL 1	/7
a. The company references	
References of the company in similar works for the past three (03) years:	
List of references of the enterprise in similar jobs justified by signed contracts (certified copies of first and last pages) and certified copies of minutes of reception or attestation of clearances of works executed.	Yes/No
- Minimum acceptable: 02 Contracts realized in the domain of supply over the past three 03 years	Yes/No
- Minimum two reception minutes corresponding to the attached contracts.....	Yes/No
TOTAL 2	/3

b. Qualification of site personnel	
- Organisational Chart of the enterprise.....	Yes/No
- Organisational Chart of site with comments.....	Yes/No
Procurement Officer: Senior Mechanical Technician (one “No” here cancelled all the other “yes” under the Procurement Officer)	
- Diploma of Procurement Officer certified.....	Yes/No
- CV signed and dated by Procurement Officer.....	Yes/No
- Professional experience of Procurement Officer at least five (05) years.....	Yes/No
- Attestation of availability signed and dated by the candidate	Yes/No
Site foreman: A Mechanical technician (one “No” here cancelled all the other “yes” under the site foreman)	
- Certified copy of certificate of foreman.....	Yes/No
- CV signed and dated by site foreman	Yes/No
- Professional experience of site foreman at least three (03) years.....	Yes/No
-Attestation of availability signed and dated by the candidate	Yes/No
TOTAL 3	/10
c. The methodology of intervention and execution of work	
- Detailed technical note on the organization and execution of vehicle	Yes/No
- Planning of delivery of vehicle.....	Yes/No
- Respect of supply deadline	Yes/No
- Description of safety measures at the supply site.....	Yes/No
- Coherence in the supply.....	Yes/No
- Coherence in the organization of the site.....	Yes/No
- Technical proposal.....	Yes/No
- Special Technical Clauses dully initialed on each page, signed, dated and stamped by the contractor on the last page.....	Yes/No
- Special Administrative conditions initialed in all the pagesigned, dated and stamped by the contractor on the last page	Yes/No
TOTAL 4	/9
d. Pre-financing	
Attestation of pre-financing shall be at least 75% of the bid price.....	Yes/No
TOTAL 5	/1
TOTAL = TOTAL 1 + TOTAL 2 + TOTAL 3 + TOTAL 4 + TOTAL 5	/30

Only bids considered being substantial responsive after the technical evaluation shall be accepted for financial evaluation i.e. bids with a technical score of more than 75%.

1.4.2. 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.

Article 8: Award of contract

Subject to the clause of article 6 of the present special regulations to tender, 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.

Article 9: Right of the Contracting Authority to accept any offer 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.

Article 10: Period of validity of tenders

The period of validity of the tender is ninety (90) days from the date of deposition of the offers.

Article 11: Performance guarantee

Within fifteen (15) days from the date of notification of the contract, the contractor must provide a guarantee of three per cent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation.

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

**COMMISSION REGIONALE DE PASSATION
DES MARCHES PUBLICS**

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
N° _____/ONIT/GOV/RTB-NW/2020 OF _____ FOR THE SUPPLY OF
AN AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA

**Funding: REGIONAL HOSPITAL BAMENDA FUND (REVENUE SET
ASIDE)**

PART 04

SPECIAL ADMINISTRATIVE CLAUSES (C.C.A.P)

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Chapter I

General

Article 1: Subject of the Contract

1.1 Subject of the Contract

The subject of this Contract is **for the supply of an ambulance for the Regional Hospital Bamenda** according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

Article 2: Award procedure (GAC supplemented)

The present Contract is awarded after an Open National Invitation to tender following procedures laid down for the award of public contracts in Cameroon

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

3.1 General definition (cf. Code):

- The Delegated Contracting Authority shall be **The Governor of North West Region** He awards the Contract and ensures the preservation of originals of Contract documents and the transmission of copies to the Ministry in charge of Public Contracts and ARMP.
- The authority in charge of the control of effectiveness of execution of the services shall be the Ministry in charge of Public Contracts;
- The Contract Manager shall be **The Director of the Regional Hospital Bamenda**; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be **The Regional Chief of State Property MINDCAF North West**, hereinafter referred to as the Engineer.
- The Project Manager who carried out the preliminary studies is **The Director of the Regional Hospital Bamenda**
- The supplier shall be *[to be specified]*.

3.2. Security

This Contract may be used as security, subject to any form of assignment of receivables. In this case:

- The authority in charge of authorising payment shall be: **The Director of the Regional Hospital Bamenda**.
- The authority in charge of clearance of expenditures shall be **The ECONOME of the Regional Hospital Bamenda**.
- The body or official in charge of payment shall be **The Regional Paymaster General Bamenda**.
- The official competent to furnish information within the context of execution of this Contract shall be **The Director of the Regional Hospital Bamenda**.

3.3 Duties of the Control Engineer.

Mission: To ensure the qualitative and quantitative execution according to the terms of this Contract and the respect of time limits.

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

1. The language to be used shall be English or French.
2. The supplier shall be bound to observe 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)

- 5.1 The supplies done in execution of this Contract shall be in conformity with the standards laid down in the Technical Specifications 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.
- 5.2 The supplier shall study, execute and guarantee the supplies and services of this Contract by taking into consideration the best practices 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 in order of priority are:

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

Article 7: General instruments in force

This Contract shall be governed by the following general instruments:

- a) The instruments governing the professional corps;
- b) The law No 96/12 of 05 August 1996 on the management of environment;
- c) Decree No. 2018/366 of 20/06/2018 to institute the Public Contracts Code;
- d) Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;

- e) Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
- f) Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
- g) 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;
- h) functioning of Tenders Boards;
- i) Order No 093/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- j) Order No 23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- k) Circular No 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- l) Circular No 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award, execution and control of Public Contracts;
- m) Circular No 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- n) Circular No 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- o) Circular No 001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;
- p) Circular N° 00008349/C/MINFI of 30/12/2019 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2020 financial year;
- q) Norms in force in the Republic of Cameroon;
- r) The applicable standards;
- s) Other instruments specific to the domain concerned in the contract.

Article 8: Communication (Article 6 of GAC supplemented)

- 8.1 All notifications and written communication within the framework of this Contract shall be sent to the following address:
- a. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after delivery of the supplies, correspondences shall be validly addressed to the *Bamenda II* council, chief town of the Sub Division in which the supplies were done;
 - b. In the case where the Project Owner is the addressee:
Mr./Madam The Director of the Regional Hospital Bamenda with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, where need be.
 - c. In the case where the Delegated Contracting Authority is the addressee:
Mr./Madam The Governor of North West Region with a copy addressed within the same deadline to the Project Owner, Contract Manager, Engineer, Project Manager, where necessary.
- 8.2 The supplier shall address all written notifications or correspondences to the Project Owner, with copies to the Contracting Authority, Project Manager and the Contract Manager

Article 9: Administrative Orders (Article 8 of GAC)

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

- 9.1 The Administrative Order to start execution of supplies shall be signed by the Delegated Contracting Authority and notified to the supplier by the his services with copies to the Project Owner, Contract Manager, the Engineer, Project Manager and Payment Body.
- 9.2 On the proposal of the Project Owner, Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Delegated Contracting Authority and notified to the supplier by his services with a copy to the Project Owner, Contract Manager, Engineer, Project Manager and Paying Body. The prior endorsement of the Payment Body shall possibly be required for those with an incidence on the amount.
- 9.3 Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager and copied to the Delegated Contracting Authority.
- 9.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Delegated Contracting Authority, Engineer and Project Manager.
- 9.5 Administrative Orders for suspension or resumption of supplies for reasons of the weather or other cases of force majeure shall be signed by the Contract Manager upon the proposal of the Project Manager and notified to the supplier by the Engineer (as per type of supplies).
- 9.6 With regard to Administrative Orders signed by the Delegated Contracting Authority and notified by the Project Owner, notification must be done within a maximum deadline of 30 days from the date of transmission by the Delegated Contracting Authority to the Project Owner. Beyond this deadline, the Delegated Contracting Authority shall establish the default of the Project Owner and proceed to carry out the said notification.

Article 10: Contracts with conditional phases (article 9 of GAC)

- 10.1 This Contract has just one phase.
- 10.2 The deadline for notification of the Administrative order to start supplies of a conditional phase shall be (*not applicable*).

Article 11: Supplier's equipment and staff

- 11.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the 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.
- 11.2 In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the Project Manager within 15 days of the notification of the Administrative Order to start execution. The Project Manager has 5 days to notify his opinion in writing with a copy to the Contract Manager. Beyond this time-limit, these lists shall be considered as approved.
- 11.3 Any unilateral modification on the proposed equipment and supervisory staff made in the technical bid prior to and during the execution shall be a reason for termination of the Contract as mentioned in article 34 below or application of penalties.

- 11.4 The supplier shall use the appropriate equipment in the proper execution of the project according to the rules of article 10(5). Any modification must be made known to the Delegated Contracting Authority.

Chapter II: Financial conditions

Article 12 Guarantees and securities (Articles 21 and 40 of GAC)

12.1 Final bond

The final bond shall be set at **5 %** of the amount of the contract, inclusive of all taxes.

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

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 Project Owner upon request by the supplier.

12.2 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 Project Owner upon request by the contractor.

12.3 Guarantee of start-off advance

Maximum forty 40% of the amount inclusive of all taxes and guaranteed at 100%

Article 13: Amount of the Contract

The amount of this Contract as shown on the attached *detail 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.

Article 14: Place and method of payment (GAC supplemented)

The Project Owner shall pay the sums due by transfer into account No. _____ opened in the name of the supplier in _____ bank.

Article 15: Price variation (Article 17 of GAC)

15.1 Prices shall be firm.

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

15.2 Price updating modalities (where need be)

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

Article 16: Price revision formulae (article 18 of GAC)

Not applicable

Article 17: Price updating formulae (article 18 of GAC)

Not applicable

Article 18: Advances (article 21 of GAC)

It may be granted to the contractor on express request and without justification on his part, a start-up advance that is at most equal to forty per cent (40%) of the amount of the Contract TTC. This advance will be cautioned one hundred per cent (100%) by a first class Bank approved by the Ministry in charge of Finance. This advance may be released after the notification of the Service Order to start the work.

Start-up advance will be repaid by taking forty per cent (40%) of the amount from each payment. Full refund will have to be completed when all of the work will be carried out at 80%.

Following the rate of reimbursement of the advance, the Delegated Contracting Authority will authorize the payment of the corresponding part of the supplier upon written request.

Article 19: Payment (article 19 of GAC supplemented)

The payment of the work will be in several instalments following the presentation of the stages of implemented works approved by the engineer and the Delegated Contracting Authority. Each provisional payments due to the contractor in respect of the Contract since the beginning of execution will be done on the basis of joint agreed bills between the engineer and the contractor. The bills must correspond to the amount of work done, obtained from the amount of work actually executed under the conditions of the Contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

The payment of an account to the contractor will be determined by the difference between the amount of the relevant account and the account immediately preceding it.

To give right to a payment, the amount of the work executed must be at least equal to ten per cent (10%) of the amount of the contract.

At the end of the work, a final account of the work is established.

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

Possible interests on overdue payments are paid by statement of sums due in accordance with Decree No. 2018/366 of June 2018 to institute the Public Contracts Code.

Article 21: Penalties for delays (Article 34 of GAC supplemented)

A. Penalties for delay

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

- a. *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;*

b. *One thousandth (1/1000th) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.*

21.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial Contract inclusive of all taxes.

B. Specific penalties (amounts to be specified)

21.3 Independently of penalties for overrun of contractual time-limit, the supplier shall be liable for the following special penalties for non observation of provisions of the contract

- Late submission of final bond;
- Late submission of insurances.

Article 22: Tax and customs regulations (article 10 of GAC)

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
- i) Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- ii) Council dues and taxes;
- iii) 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 23: Stamp duty and registration of contracts (article 11 of GAC)

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

Chapter III
Execution of services

Article 24: Patent rights (GAC supplemented)

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

Article 25: Place and delivery deadline (articles 31 and 33(1) of GAC)

25.1 The place of delivery and installation shall be *the Regional Hospital Bamenda*.

25.2 The delivery deadline of the services forming the subject of this Contract shall be: Two (02) months.

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

Article 26: 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 Technical Specifications under the control of the Project Manager and in conformity with this Contract and the applicable rules and standards.

Article 27: Transport and insurance (article 31 of GAC)

27.1 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.

27.2 Insurance

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

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

Especially relating to:

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

Article 29: After-sales service and consumables (article 14 of GAC)

~~Specify the special provisions relating to after-sales service especially:~~ *X belale*

The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of **One (01) year** from the date of the final acceptance:

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

Chapter IV: Acceptance

Article 30: Documents to be furnished prior to the technical acceptance (article 41 of GAC supplemented)

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

- a) *Copy of the supplier's bill describing the supplies indicating their quantities, prices and total amount;*
- b) *Notification of the delivery;*
- c) *Certificate of guarantee by the manufacturer or supplier;*
- d) *Certificate of origin.*
- e) *Users guides*

Article 31: Provisional acceptance (articles 40 and 41 of GAC)

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

- 31.1 Trials included in preliminary operations to the acceptance.
- 31.2 The Acceptance Commission shall comprise the following members:
 - 1. The Delegated Contracting Authority or Rep. ----- Chairperson
 - 2. The Project Manager or his representative ----- Member;
 - 3. The RD/MINMAP/NW or Rep. ----- Observer
 - 4. The Contract Engineer----- Secretary
 - 5. The stores accountant of the Regional Hospital Bamenda ---- Member;
 - 6. The supplier ----- Observer.

Members of the Commission shall be convened to the acceptance by mail at least ten (10) days before the date of acceptance and the supplier shall be convened by mail ten days before acceptance. He is bound to attend (or be represented) [quorum to be indicated].

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.

- 31.3 Indicate if partial acceptance is provided for.

- 31.4 The guarantee period commences at the date of acceptance of this provisional acceptance.

Article 32: Documents to furnish after provisional acceptance (article 40 of GAC supplemented)

The list of the documents to be furnished within a time-limit of 30 days after provisional acceptance:

- User manuals

Article 33: Guarantee period (article 40 of GAC supplemented)

- 33.1 The guarantee period shall be **Six (06) Months** to run from the date of the provisional acceptance of the supplies.
- 33.2 During the guarantee period, the supplier shall be bound to replace or repair all defaulting equipments.

Article 34: Final acceptance (article 48 of GAC)

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

Chapter V SUNDRY PROVISIONS

Article 35: Termination of the Contract (article 57 of GAC)

The Contract may be terminated as provided for in Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

1. Delay of more than 7 calendar days in the execution of an Administrative Order or unjustified stoppage of service of more than 7 calendar days;
2. Delay in services resulting in penalties of more than 10 % of the amount of the supplies;
3. Refusal to repeat poor supplies;
4. Default by the supplier;
5. Persistent non payment for services.

Article 36: 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 be admitted are:

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

Article 37: Disagreements and disputes (article 61 of GAC)

Differences or disputes born out of the execution of this Contract may be the subject of amicable solution. Where no amicable solution can be found to a dispute, it shall be brought before the competent court in Bamenda, North West of the Republic of Cameroon.

Article 38: Production and dissemination of this Contract (GAC supplemented)

Ten (10) copies of this Contract shall be produced at the cost of the supplier and furnished to the Contract Manager.

Article 39 and last: Entry into force of the Contract (GAC supplemented)

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

(See coherence with the General Administrative Conditions)

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

**COMMISSION REGIONALE DE PASSATION
DES MARCHES PUBLICS**

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

**N° _____/ONIT/GOV/RTB-NW/2020 OF _____ FOR THE SUPPLY OF
AN AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA**

**Funding: REGIONAL HOSPITAL BAMENDA FUND (REVENUE SET
ASIDE)**

PART 05

SPECIAL TECHNICAL CONDITION (C.C.T.P)

Technical specifications for the supply of an ambulance for the Regional Hospital Bamenda

**SUBJECT: GENERAL PORPOSE FULLY EQUIPPED AMBULANCE FOR
PATIENT TRANSPORT ~~TOYOTA HIACE~~ HIGH ROOF**

Delete

VEHICLE SPECIFICATION

Kindly see the attachment

1 AMBULANCE SPECIFICATION

1.1 Interior:

Aluminum composite panels for interior walls, side panels and roofs in the patient compartment.

1.2 Floor:

18mm water proof plywood coated with vinyl floor with raised edges, antistatic, anti-slippery and easy to clean.

1.3 Partition:

Bulk head 18mm PVC intecel sheet partition between driver and patient compartment with a sliding window door.

1.4 Insulation:

Polyurethane thermal insulation in the patient compartment to prevent from heat and cold

1.5 Cabinets:

- Made of PVC intecel plywood which is water proof and heat resistance
- Main cabinet for medical equipment and material storage at the left side wall and oxygen storage compartment integrated in the same cabinet near to partition wall left side.
- Acrylic sliding doors with aluminum sliding channels at the necessary places

1.6 Windows:

All windows are tinted with frosted film

1.7 Seats:

- Doctor or EMS Seat mounted in the original floor rails, arm rest, head rest and adjustable backrest 2 point seat belt
- Squad bench or attendant seat at the right side with back rest and 2 point safety belts integrated, underneath storage box with open top

1.8 Grab handle:

- One small handle mounted on the rear entrance door at the right side
- One long handle mounted on the ceiling middle area

1.9 IV Hook:

- Installed above the left side cabinet with movable IV holder near to patient

1.10 Central Oxygen System:

- Heat resistance Oxygen hoses connection from oxygen cylinder to quick connects
- 2 no's 10L Oxygen cylinders
- 2 no's Flowmeter with humidifier
- 2 no's Regulator with pressure gauge
- 2 no's of Oxygen outlets or quick connect

1.11 Air condition and ventilation:

- 12V ventilation fan with integrated light installed at the rear side roof
- Separate AC unit wall mounted at the front side partition in patient compartment

1.12 Electrical equipment:

- Control panel box with fuses and relays marine
- Switch console for both driver and patient compartment
- Marking signs for switches and cables
- 230V inverter
- 4 no's of 220V and 2 no's of 12V sockets inside the patient compartment
- Shoreline or external power source

1.13 Interior lighting:

- LED ceiling light installed three in a row

1.14 Exterior Lighting:

- LED Light bar siren 100W mounted at the front roof top
- Siren control unit with microphone installed on the driver compartment
- 2 no's roof f beacon lights mounted in the rear area
- Halogen lights at loading entrance rear side
- Flood lights

1.15 Lettering & Livery design:

- Ambulance front sticker mirror image
- As per customer requirement

MEDICAL EQUIPMENTS

- 1) Auto loading stretcher
- 2) Foldable stretcher
- 3) Portable suction unit
- 4) Spine board
- 5) Head immobilizer
- 6) Portable ventilator
- 7) AED
- 8) Strecher platoform
- 9) Immobilization devices
- 10) Traction splint
- 11) Patient monitor
- 12) Ambu bag adult
- 13) Cervical collar
- 14) Sphygmomanometer
- 15) Syringes 3 sizes
- 16) Bandages
- 17) First aid kit
- 18) Rescue Hammer
- 19) Fire extinguisher

HIACE SPECIFICATIONS RUNDOWN - W.E.F JUL'19

BASIC	BASE MODEL	MAKE MODEL NAME GRADE MODEL CODE BODY TYPE	TOYOTA HIACE HIACE BUS DSL DX GDH322L-EDFPYV BUS
-570 -640	DIMENSIONS	DIMENSIONS Lx Wx H mm WHEEL BASE mm GROUND CLEARANCE mm MIN. TURNING RADIUS(M) KERB WEIGHT (Kgs) GROSS VEHICLE WEIGHT (Kgs) FUEL TANK CAPACITY Ltrs.	5915x1950x2780 3860mm 185 6.4 2585 / 2605 3710 70
	ENGINE & DRIVETRAIN	DISPLACEMENT cc HP (SAE Net) / RPM TORQUE (SAE Net) KgM /RPM TYPE FUEL SYSTEM FUEL TYPE CATALYTIC CONVERTER EMISSION CERT. T/M	2755 161 42.8 4 CYLINDER COMMON RAIL TYPE, DIRECT INJECTION DIESEL WITHOUT EURO 6 6 M/T
	TIRE	TIRE SIZE WHEEL CAP	235/65R16C FULL - TYPE 1
	STEERING	POWER/TILT TELESCOPIC	WITH/WITH WITHOUT -> WITH
	BRAKE	FRONT/REAR	V. DISC/V.DISC
	SUSPENSION	FRONT REAR	MC PHERSON LEAF SPRING
	SAFETY	ABS AIR BAG	ABS (VSC) + BA + S + TR + AUTO LSO D + P
	EXTERIOR	BUMPER FR. & RR. DOOR HANDLES FRONT GRILLE HEADLAMPS HIGH MOUNT STOP LAMP OUTER REAR VIEW MIRROR WINDSHIELD GLASS	BLACK BLACK SILVER HALOGEN WITH (LED -> LED) COLOUR KEYLO + BLACK, POWER, POWER RETRACTABLE, TURN SIGNALS, W/UNDER VIEW MIRROR REINFORCED, UV CUT GREEN
	INTERIOR	FR. SEAT FR. SEAT BELT RR. SEAT RR. SEAT BELT HEAD REST FUEL LID OPENER INNER REARVIEW MIRROR LIGHT CONTROL SYSTEM REAR LEFT SIDE GLASS REAR QUARTER LEFT GLASS REAR QUARTER RIGHT GLASS REAR RIGHT SIDE GLASS SEAT MATERIAL SEATING CAPACITY	3P (1R2) (D + P) (1 + 1) 2P (R + L) WITH L1 WITH DAY / NIGHT SENSOR ONLY FIXED SLIDE FIXED SLIDE SLIDE FABRIC 13
	OTHERS	SUN VISOR AC/HATER ANTI THEFT IMMOBILISER BACK DOOR GARNISH FIRE EXTINGUISHER FRONT FOG LAMPS GRADE MARK ILLUMINATED ENTRY SYSTEM KEYLESS ENTRY POWER DOOR LOCK REAR PERSONAL READING LAMPS REAR PASSENGERS USB CLEARANCE LAMP POWER WINDOW RADIO REAR FOG LAMP STEREO TYRE PRESSURE MONITORING SYSTEM WIPER FR. WIPER RR ROOM SEPARATOR CURTAIN METER ILLUMINATION CONTROL REAR WINDOW DEFOUGER DRIVER SEAT VERTICAL ADJUSTER BATTERY ALTERNATOR TYRE BRAND	D + P (P + L) FR - RR WITHOUT BLACK LOCAL -> OE WITHOUT WITHOUT WITH (IGN KEY + ROOM LAMP) WITH WITH WITHOUT WITHOUT WITH BULB WITH AM / FM WITH CD/MP3 USB AUX BT, 4 SPK (LOCAL -> OE) WITH INTERMITTENT + MIST INTERMITTENT + MIST WITHOUT WITH WITH WITH 1201 (EQUIVALENT TO 800) 100AH (V.O.) BRIDGESTONE

BASIC	BASE MODEL	MAKE	TOYOTA
		MODEL NAME	HIACE
		GRADE	HIACE BUS DSL DX
		MODEL CODE	GDH322L-EDFPYV
		BODY TYPE	BUS
	DIMENSIONS	DIMENSIONS Lx Wx H mm	5915x1950x2280
		WHEEL BASE mm	3860mm
		GROUND CLEARANCE mm	185
		MIN. TURNING RADIUS(M)	6.4
		KERB WEIGHT (Kgs)	2585-2605
		GROSS VEHICLE WEIGHT (Kgs)	3710
		FUEL TANK CAPACITY Ltrs.	70
		DISPLACEMENT cc	2755
	ENGINE & DRIVETRAIN	HP (SAE Net) / RPM	161
		TORQUE (SAE Net) KgM /RPM	42.8
		TYPE	4 CYLINDER
		FUEL SYSTEM	COMMON RAIL TYPE, DIRECT INJECTION
		FUEL TYPE	DIESEL
		CATALYTIC CONVERTER	WITHOUT
		EMISSION CERT.	EURO 0
		T/M	6 M/T
	TIRE	TIRE SIZE	235/65R16C
		WHEEL CAP	FULL - TYPE 1
	STEERING	POWER/TILT	WITH/WITH
		TELESCOPIC	WITHOUT -> WITH
	BRAKE	FRONT/REAR	V. DISC/V.DISC
	SUSPENSION	FRONT	MCPHERSON
		REAR	LEAF SPRING
SAFETY	ABS		ABS+VSC+BA+ESS+TRC+AUTO. LSD
	AIR BAG		D + P
EXTERIOR	BUMPER	FR. & RR.	BLACK
	DOOR HANDLES		BLACK
	FRONT GRILLE		SILVER
	HEADLAMPS		HALOGEN
	HIGH MOUNT STOP LAMP		WITH (LED->8LED)
	OUTER REAR VIEW MIRROR		COLOUR KEYED + BLACK, POWER, POWER RETRACTABLE, TURN SIGNALS ,W/UNDER VIEW MIRROR
	WINDSHIELD GLASS		REINFORCED,UV CUT GREEN
INTERIOR	FR. SEAT	FR. SEAT BELT	3PELRx2 (D+P - PT + FL)
	RR. SEAT	RR. SEAT BELT	2PNRx11
		HEAD REST	WITH X 11
	FUEL LID OPENER		WITH
	INNER REARVIEW MIRROR		DAY / NIGHT
	LIGHT CONTROL SYSTEM		SENSOR ONLY
	REAR LEFT SIDE GLASS		FIXED
	REAR QUARTER LEFT GLASS		SLIDE
	REAR QUARTER RIGHT GLASS		FIXED
	REAR RIGHT SIDE GLASS		SLIDE
	SEAT MATERIAL		FABRIC
	SEATING CAPACITY		13
	SUN VISOR		D+P (PVC)
	AC/HEATER		FR + RR
OTHERS	ANTI-THEFT IMMOBILISER		WITHOUT
	BACK DOOR GARNISH		BLACK
	FIRE EXTINGUISHER		LOCAL-> OE
	FRONT FOG LAMPS		WITHOUT
	GRADE MARK		WITHOUT
	ILLUMINATED ENTRY SYSTEM		WITH (IGN.KEY+ROOM LAMP)
	KEYLESS ENTRY		WITH
	POWER DOOR LOCK		WITH
	REAR PERSONAL READING LAMPS		WITHOUT
	REAR PASSENGERS USB		WITHOUT
	CLEARANCE LAMP		WITH BULB
	POWER WINDOW		WITH
	RADIO		AM / FM
	REAR FOG LAMP		WITH
	STEREO		CD/MP3 USB AUX BT,4 SPK (LOCAL -> OE)
	TYRE PRESSURE MONITORING SYSTEM		WITH
	WIPER FR.		INTERMITTENT + MIST
	WIPER RR.		INTERMITTENT + MIST
	ROOM SEPARATOR CURTAIN		WITHOUT
	METER ILLUMINATION CONTROL		WITH
	REAR WINDOW DEFOGGER		WITH
	DRIVER SEAT VERTICAL ADJUSTER		WITH
	BATTERY		LN3L(EQUIVALENT TO 80D)
	ALTERNATOR		100A(CSC0)
	TYRE BRAND		BRIDGESTONE

REPUBLIC OF CAMEROON
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SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

OPEN NATIONAL INVITATION TO TENDER N° _____/ONIT/GOV/RTB-
NW/2020 OF _____ FOR THE SUPPLY OF AN AMBULANCE FOR
THE REGIONAL HOSPITAL BAMENDA

Funding: REGIONAL HOSPITAL BAMENDA FUND (REVENUE SET
ASIDE)

PART 06
UNIT PRICE LIST

**UNIT PRICE LIST FOR THE SUPPLY OF AN AMBULANCE FOR THE REGIONAL HOSPITAL
BAMENDA**

PriceNo.	Designation of unit prices in letters exclusive of VAT	Unit	Price in figures EVAT
	Unit atfrancs exclusive of VAT		

Name of bidder.....

[insert name of bidder]

Signature..... *[insert ,*

Date.....*[in*

sert date]

**BILL OF QUANTITIES AND ESTIMATES FOR THE SUPPLY OF AN AMBULANCE FOR THE
REGIONAL HOSPITAL BAMENDA**

Schedule of detailed estimates

No	Designation	Unit	Qty	UP	TP EVAT
Total EVAT					
VAT					
AIR					
Total IAT					

BILL CLOSED AT THE SUM OF: _____ FRANCS CFA

Name of bidder.....*[insert name of bidder]*

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

Date.....*[insertdate]*

SUB DETAIL OF UNIT PRICES

No.	Designation	Cost price	Transport	Order price	Delivery fees	Margin	Unit price EVAT

Name of bidder*[insert name of bidder]*Signature*[insert signature]*,Date*[insertdate]*

MODEL OF UNDERTAKING

UNDERTAKEN BY THE BIDDER

I the undersigned _____ acting as _____ of
nationality _____ making erection of residence with _____ P.O. Box:
_____, Tel: _____

After having read and taken note of all the parts of the Open National
Invitation by emergency procedure to Tender N° _____/ONIT/GOV/RTB-
NW/2020 OF _____ for the supply of an ambulance for the Regional
Hospital Bamenda.

I submit and commit myself to carry out the aforementioned Contract in
accordance with the conditions of the Special regulations of the invitation to
tender, the special technical specifications and the special Administrative
Clauses, in particular the quantitative and qualitative confirmation of work, the
respect of the deadlines, the guarantees and the insurance.

I commit myself moreover to ensure the registration and paying the
forwarding costs of the contractual parts.

I declare to have perfect knowledge of the decree n°33/CAB/PM of
February 13 2007 putting the general administrative clauses applicable to the
Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative
Clauses (Draft contract) and attached the initialed copy of the aforesaid
document to my offer.

I declare moreover that I remained committed by the present tender
during a ninety (90) days deadline as from the date of opening of the bids.

Done in on the

The CONTRACTOR (Signature and seal)

BID DOCUMENT

BID SPECIMEN

I the undersigned _____ acting as _____ of nationality _____ making election of residence with _____ P.O. Box: _____, Tel: _____

After having taken cognisance of all the parts of the Open National Tender by emergency proceduree Document N° _____/ONIT/GOV/RTB-NW/2020 of _____
for the supply of an ambulance for the Regional Hospital Bamenda

In the case where our offer would be accepted, I subject myself and engage to:

- Carry out the aforementioned contract in accordance with the conditions of the Special regulations of the invitation to tender, the special Technical specifications and the special Administrative Clauses, at the prices indicated in the Schedule of Unit Prices, quantitative and cost estimate, for the total Amount of the bid in francs CFA:
 - In letter and figure (including all taxes): _____ (_____) FCFA
 - In letter and figure (VAT 19.25%): _____ (_____) FCFA
 - In letter and figure (HT): _____ (_____) FCFA
 - To pay the forwarding cost of the contractual parts;
- Begin work in seven (7) days maximum and to carry out the contract in Two (02) months as from the date of notification of service order to start work.

The Delegated Contracting Authority shall pay the sums due for the contract by crediting to account N° _____ opened in _____ bank _____ branch.

I declare to have perfect knowledge of the decree n° 33/CAB/PM of February 13 2007 putting the general administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attach the initialed copy of the aforesaid document to my offer.

I declare moreover that I remained committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids.

Done in on the

THE CONTRACTOR

MODEL BID BOND

BID BOND

Bank:

Ref. No:.....

Address of the Delegated Contracting Authority: The Governor of North West Region

Reference of the guarantee: N° _____

Invitation to tender N° _____

We understand that _____ (hereinafter called "the bidder"), has submitted his bid on _____ **for the supply of an ambulance for the**

Regional Hospital Bamenda We, _____ (Bank) of _____ (country), with our head quarter in _____

hereby declare to guarantee payment to the Delegated Contracting Authority of the sum of _____ (in letters and in figures), that the Bank is committed to pay completely to the Delegated Contracting Authority, binding itself, its successors and assignees.

Signed and authenticated by the aforementioned Bank this (day of (month), and (year).

The conditions of this commitment are as follows:

1. If after the opening of the bids, the bidder withdraws his offer during the validity period specified by himself in his tender, or
2. If the bidder, having been notified of the award of the contract by the Delegated Contracting Authority during the period of bid validity;
 - Fails or refuses to sign the contract even though required to do so:
 - Fails or refuses to furnish the final bond for the contract as provided for by the contract.

We undertake to pay the Delegated Contracting Authority an amount up to the maximum of the sum referred to above upon receipt of his written demand, without the Delegated Contracting Authority having to substantiate his demand, provided that in its demand the Delegated Contracting Authority shall note that the amount claimed by him is due, 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 Delegated 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 Delegated Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

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

Signature and stamp of the Guarantors

Date _____

Address _____

PERFORMANCE GUARANTEE

Bank:

Reference of the Bond No:

Addressed to The Governor of the North-West Region

Hereinafter referred to as "The Delegated Contracting Authority"

Whereas (name and address of Contractor) hereinafter referred to "the Contractor", pledge , in execution of the Contract, to carry out the works of the electrification of Baligansin and Baligashu Villages in Balikumbat Subdivision, Ngoketunjia Division (Step 2): Baligansin.

Whereas it is stipulated in the Contract that the Guarantee Retention fixed at ten percent (10%) of the amount of the Contract may be replaced by a joint guarantee;

Whereas we have agreed to provide the Contractor with this guarantee;

We, (name and address of bank),

Represented by (name of signatories) and hereinafter referred to as "the Bank";

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Delegated Contracting Authority for a maximum amount of (in figures and in letters) corresponding to ten percent (10%) of the Contract amount.

And we pledge to pay to the Delegated Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Delegated 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 ten percent (10%) of the total amount of the works featuring in the final detailed account, without the Delegated Contracting Authority having to prove or give the reasons nor the motive for the amount of the sum indicated above.

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

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

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

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

Signed and authenticated by the bank at on

[signature of the bank]

Guarantee of Advance Payment

Bank _____

Reference of the guarantee: N° _____

Contract N° _____

To the **(Delegated Contracting Authority)**

Company _____

We, the Bank _____ were informed that the Governor of North West Region acting as the Delegated Contracting Authority and acting as a Contractor, have concluded a contract **for the supply of an ambulance for the Regional Hospital Bamenda.**

Confirming with the provisions of article 29 of Contract N° _____ the Contractor is obliged to submit to the Delegated Contracting Authority, a bank caution to guarantee the advance payment granted to the company for an amount equal to _____ francs CFA.

We, the Bank _____ engage irrevocably and without benefit of discussion, by the present Guarantee of Advance Payment, to pay in favour of the Delegated Contracting Authority, at his first written request and within 4 (four) weeks maximum, the amount of this guarantee, that is to say _____ due by the Contractor to the Delegated Contracting Authority owing to the fact that the Contractor fails to fulfill one or more of his obligations envisaged in the contract.

The request for partial or total mobilization of this guarantee will be the subject of a justifying letter recommended with acknowledgement of delivery with a copy to the Contractor stating clearly and completely the reasons of its request.

The present bank guarantee will come into effect on the date of the payment of the advance to start work.

The original of this guarantee will be preserved by the Delegated Contracting Authority.

This guarantee will be released when the amount of the advance is completely reimbursed.

After this day, the guarantee will become null and void and will have to be returned to us without any express request.

The law as well as the jurisdiction applicable to the guarantee is those of Cameroon.

Signature and stamp of the Guarantors

Date _____

Address _____

Peace-Work-Fatherland
NORTH WEST REGION
OFFICE OF THE GOVERNOR
GENERAL SECRETARIAT
COMMISSION REGIONALE DE PASSATION
DES MARCHES PUBLICS

Paix-Travail-Patrie
REGION DU NORD OUEST
SERVICES DU GOUVERNEUR
SECRETARIAT GENERAL
REGIONAL TENDERS' BOARDS

CONTRACT NO _____/C/GOV/NWRTB/2020
AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY
PROCEDURE NO _____/ONIT/GOV/RTB-NW/2020 OF _____ FOR THE
SUPPLY OF AN AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA

CONTRATOR:

BP:

Tel:

Fax:

TAX PAYER'S N°

BANK ACCOUNT N°

SUBJECT: FOR THE SUPPLY OF AN AMBULANCE FOR THE REGIONAL HOSPITAL
BAMENDA

PLACE OF EXECUTION: BAMENDA

EXECUTION DEADLINE: TWO (02) Months

AMOUNT:

AMOUNT FCFA	TOTAL AMOUNT
ALL TAXES INCLUSIVE	
HTVA	
VAT (19.25%)	
AIR (2.2% or 5.5%)	
NET TO BE PAID	

FUNDING: BAMENDA REGIONAL HOSPITAL SOLIDARITY FUND

SUBSCRIBED ON : _____

SIGNED ON : _____

NOTIFIED ON : _____

REGISTERED ON : _____

BETWEEN:

The Government of the Republic of Cameroon, represented by the Governor of North West Region hereinafter referred to as the “The Delegated Contracting Authority”

ON THE ONE PART

AND:

CONTRATOR:

BP:

Tel:

Fax:

TAX PAYER’S N°

BANK ACCOUNT N°

BANK ACCOUNT N°

Represented by so Hereinafter referred to as the “Contractor”

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

Page _____ and the last of the CONTRACT N° _____/C/GOV/NWRTB/ 2020 AWARDED
 AFTER OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
 N° _____/ONIT/GOV/RTB-NW/2020OF _____ FOR THE SUPPLY OF AN AMBULANCE
 FOR THE REGIONAL HOSPITAL BAMENDA

CONTRACTOR:

EXECUTION DEADLINE: TWO (02) Months

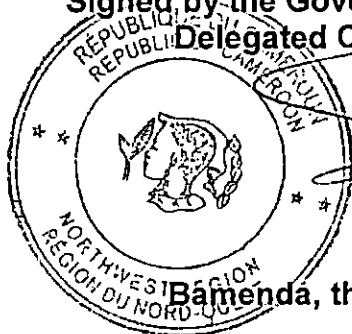
AMOUNT:

AMOUNT FCFA	TOTAL AMOUNT
TTC	
HTVA	
I.R (5,5%)	
Net à Mandater	

Read and approved by the contractor

Bamenda, the _____

Signed by the Governor of North West Region,
 Delegated Contracting Authority Delegation
 The Secretary General



Jiang Mekah
 Administrateur Civil Principal

Bamenda, the 18 FEB 2020

REGISTRATION

MODEL OF ATTESTATION OF SITE

I, the undersigned Mr./Mrs./Miss _____ (Surname and Name)
The Director of the Regional Hospital Bamenda confirm that Mr./Mrs./Miss
_____ (Surname and Name) engineer of the company
_____ (name of enterprise)

Has actually visited the site relative to Tender File

N° _____/ONIT/GOV/RTB-NW/2020 OF _____

FOR THE SUPPLY OF AN AMBULANCE FOR THE REGIONAL HOSPITAL BAMENDA.

The interested person declares:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of job with respect to norms.
- To establish his unit price schedule taking into account the difficulties of the site relative to the execution of the works and shall in no condition claim the Delegated Delegated Contracting Authority any increase of unit price.

In testimony whereof, this present attestation of site visit is established and issued to serve the purpose it deserves.

Done at on the

Signature, stamp and name of the Engineer

MODEL OF SITE REPORT

Name of the beneficiary establishment _____

Name of Enterprise _____

- 1) CONTEXT OF THE PROJECT
- 2) STATE OF THE SITE
- 3) PHOTOGRAPHS OF THE SITE (access to the site, existing structures of the beneficiary establishment, sign post of the school, photos of the engineer of the enterprise in front of the school building etc)

Date

Name of enterprise

Stamp and signature of the enterprise

PERSONNEL FORM

POST	Number	NAMES SURNAMES	AGE	FORMAION	DATE OF RECRUITEMENT	EXPERIENCE	OBSERVATIONS
Procurement Officer							
Site foreman							
Accountant							
Team leaders							
Others							

EQUIPMENT

N°	Designation	Marque	Capacity	Age	Present state	Proprietor	Localisation
1							
2							
3							
4							
5							
6							
7							
8							
9							

REFERENCE(S)

(Join copy(ies) of minutes of reception)

N°	INFORMATION ON:	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE	CONTRACT DATE
1	Delegated Contracting Authority					
2	Subject of the project					
3	Localization of the project					
4	SERVICES					
5	Amount of the contract					
6	Execution dead line					
7	Date of provisional reception					
8	Date of final reception					
9	Certificat de bonne fin (Annexe N°)					
10	Number of technical staff					
11	Number of workers					
12	Equipment used					

DECLARATION OF ONGOING PROJECTS

Contractors with ongoing projects should fill the table below and attach first and last pages of Contracts, a copy of notification for ongoing projects;

Serial No	Project title	Place of execution	Project owner	Delegated Contracting Authority	Time consumed	Percentage of physical execution

Document No. 13:

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

BANKS

1. Afriland First Bank (AFB);
2. Banque Atlantique Cameroun (BACM)
3. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
4. CITI Bank N.A Cameroon
5. Commercial Bank of Cameroon (CBC)
6. Ecobank Cameroon (EBC)
7. National Financial Credit Bank (NFC BANK)
8. Société Commercial de Banques Cameroon (CA-SCB)
9. Société Générale de Banque au Cameroun (SGBC)
10. Standard Chartered Bank Cameroon (SCBC)
11. Union Bank of Cameroon PLC
12. United Bank for Africa (UBA)

II- Insurance companies

1. Chanas Assurances S.A. B.P : 109/Douala
2. Activa Assurances S.A. B.P : 1297/Douala
3. Zenithe Insurance S.A B.P. 1540/Douala;