

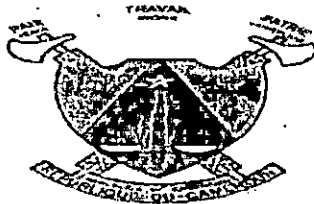
REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION

DONGA MANTUNG DIVISION

NWA COUNCIL



REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPEMENT LOCAL

REGION DU NORD OUEST

DEPARTEMENT DU DONGA MANTUNG

COMMUNE DE NWA

DRAFT TENDER FILE

PROJECT OWNER:

THE MAYOR OF NWA COUNCIL

CONTRACTING AUTHORITY:

THE MAYOR OF NWA COUNCIL

TENDER BOARD:

NWA COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

N°07/ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020 of 24TH JULLY 2020

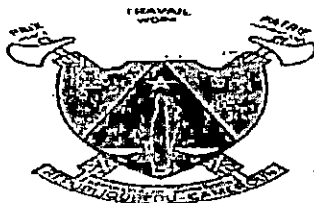
**FOR THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE
CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG, NORTH WEST REGION**

FINANCING: NWA COUNCIL 2020 BUDGET

BUDGET HEAD:

Title II, Head II, Sub Head 20, Paragraph 150

2020 FISCAL YEAR



TENDER NOTICE

No 07/ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020 of 24TH JULY 2020 FOR THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG

1. **SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the 2020 NWA COUNCIL budget, the State of Cameroon represented by the Mayor of NWA Council hereby launches under Emergency Procedure an open national invitation to tender for THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG, North West Region.

2. **NATURE OF SUPPLIES:** The services of this contract comprise notably: THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG, Donga-Mantung Division, North West Region

3. **DELIVERY DEADLINE:** The maximum deadline provided by the Authorizing Officer and Contracting Authority for the delivery of the supplies forming the subject of this Open National Invitation to Tender is Two (02) months (sixty (60) calendar days) from the date of notification of the Administrative Order to start the supplies.

4. **Lots:** The supplies is in one (01) lots as follows;

NO	Institution	RECORD N°:	CHARGE No
1	NWA COUNCIL	2020 BUDGET	Title II, Head II, Sub Head 20, Paragraph 150

5. **FINANCING:** The said works shall be financed as per the programmed budget of Nwa council Budget 2020 of the Republic of Cameroon.

S/N	Description of the supplies	Provisional Amount	BID BOND	TENDER FEE
1	THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG	33,000,000	660,000	66,000

6. **PARTICIPATION:** Participation in the present National Invitation to Tenders is opened to all registered and qualified companies or groups of companies based in the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in the domain.

7. **CONSULTATION OF TENDER FILE:** The TENDER documents may be consulted and obtained immediately after publication of this invitation to TENDER from the NWA Council (Service in charge of the award of contracts) during working hours.

8. **AQUISITION OF THE TENDER FILE:** The file can be obtained from the NWA Council Tel: 676018266 as soon as this notice is published against payment of a non-refundable sum of sixty six thousand (66 000F) CFA francs, payable at NWA Municipal Treasury.

9. **SUBMISSION OF BIDS:** Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one sealed external envelope containing three (3) internal envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. The sealed pack shall bear no information about the

company and shall reach the NWA Council, Service in charge of the award of contracts not later than the 20TH AUGUST 2020. at 10:00 a.m. prompt local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. Chapters will be separated by colour separators.

OPEN NATIONAL INVITATION TO TENDER
No07/ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020 of 24TH JULY 2020
FOR THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE
CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG, .
(To be opened only during bids opening session)

10 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 N^o. 12 of the Tender File, of an amount of *six Hundred and Sixty Thousand (660,000) francs CFA*, and valid for fifteen (15) days from the date of publication of the results of award. For unsuccessful bidders, the BID BOND must be withdrawn within 30 days from the date of end of validity of bids. For the successful bidder, the BID BOND shall be released immediately after the constitution of the Final Bond. Only originals or certified copies of documents by the competent administrative authorities (Divisional Officers, Senior Divisional Officers or the issuing service) shall be considered valid. Documents certified more than once shall be rejected.

11 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 shall lead to the rejection of the bid.

12 OPENING OF BIDS: The bids shall be opened in a single phase, in the conference hall of the NWA Council Internal Tenders Board, on 20TH AUGUST 2020 at 11:00 a.m. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected. Bids shall be opened and assessed in a single (01) phase. This shall involve:

- Opening and appraisal of validity and authenticity.
- Opening of envelopes containing Technical and Financial documents to appraise and evaluate technical proposals

NB: Any bids which shall not obtain 80% validity in the Administrative appraisal and at least 75 % score in the Technical evaluation shall be eliminated.

13. Evaluation criteria

13.1 Eliminary criteria

- Absence of a document in the Administrative file, and not provided within 48hrs upon request
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- Bids deposited in open envelopes or packets;
- Submission after the deadline prescribed;
- Omission of a unit price in the financial bid;
- Incomplete technical or financial documents
- Unjustified capacity to pre-finance the project;
- Score of less than 75% in the essential criteria;

13.2 Essential criteria

- General presentation of the bids;
- Capacity to pre-finance;
- After-sales service;
- References of the company in similar domains;
- Quality of the personnel;
- Organizational Chart of the enterprise.
- Safety measures pertaining to the supplies;
- Logical presentation of documents;
- Attestation and report of site visit;
- Special Technical Clauses initialed on all the pages and signed on the last page,;
- Special Administrative Clauses completed and initialed on all the pages and signed on the last page,.

13.3 AWARD OF THE CONTRACT: The contract shall be awarded to the lowest feasible bidder, who fulfills the technical and administrative requirements.

14.VALIDITY OF BIDS: Bidders shall remain committed to their offers for 60 days from the deadline set for the submission of bids.

15.COMPLEMENTARY INFORMATION: Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at the NWA Council (Telephone N°:677203621).

16.AMENDMENT TO THE INVITATION TO TENDER: The Contracting Authority reserves the right, if warranted, to subsequently amend this invitation to tender.

NWA, the 24/July 2020
THE MAYOR OF NWA COUNCIL
(Contracting Authority)

Copies:

- DD/MINMAP/DM
- ARMP
- Chairpersons of NCITB concerned
- DMCR
- Notice boards

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°07/AONO/MINDEVEL/RNO/DDM/CN/CIPMN/2020 du 24 JUILLET 2020 POUR LA FOURNITURE D'UNE PICK-UP 4X4 , 9CV A LA COMMUNE DE NWA

- 1) **objet d'appel d'offres:** Dans le cadre de l'exécution du Budget d'Investissement Public 2020, l'Etat de Cameroun représenté par, le Maire de Commune de NWA lance en **procédure d'Urgence** un Appel d'Offres national ouvert **POUR LA FOURNITURE D'UNE PICK-UP 4X4 , 9CV A LA COMMUNE DE NWA**
- 2) **Consistance des travaux:** Le service requis dans cette Avis d'appel d'Offres **POUR LA FOURNITURE D'UNE PICK-UP 4X4 , 9CV A LA COMMUNE DE NWA**, Département de Donga Mantung, Région du Nord-Ouest. Les fournitures objets du présent demande consistent les détails des descriptions mentionnées et dans le cadre du détail estimatif.

3) **Allotissement:** Les travaux sont en un (01) lot ci-après défini :

S/N	ETABLISSEMENT	N° DE L'ACTE	N° DE L'IMPUTATION
Lot 1	LA FOURNITURE D'UNE PICK-UP 4X4 , 9CV A LA COMMUNE DE NWA	2020 BUDGET	Title II, Head II, Sub Head 20, Paragraph 150

NB : tout soumissionnaire ne pourra être attribue que 01 lots

4) **Délai d'exécution:** Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de **deux (02) mois (Soixante (60) jours)** à partir du jour de la notification de l'ordre de service.

5) **COÛT PRÉVISIONNEL:** Le coût prévisionnel de l'opération à l'issue des études préalables est de:

N°.	Designation des Fournitures	Coûtprévisionnel	Caution	Montant DAO
Lot 1	LA FOURNITURE D'UNE PICK-UP 4X4 , 9CV A LA COMMUNE DE NWA	33,000,000	660,000	66,000

PARTICIPATION: La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux entreprises ou groupes d'entreprises ayant une bonne réputation ainsi que expertise professionnel, technique et financier dans le domaine

6) **FINANCEMENT:** Les fournitures, objet du présent appel d'offres sont financés par le Budget DE LA COMMUNE DE NWA de la République du Cameroun, Budget au titre de l'exercice 2020 assigné aux Maire de NWA, **CAUTIONNEMENT PROVISOIRE:** Chaque soumissionnaire doit inclure dans ses documents administratifs pour chaque lot, une **garantie de soumission** qui respecte le modèle prescrit dans le DAO établi par un établissement bancaire agréé par le Ministère en charge des Finances d'un montant égal à 660,000 (six Cent soixante milles) francs CFA. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif

7) **CONSULTATION DU DOSSIER D'APPEL D'OFFRES :** Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractante (Service de passation des marchés) pendant les heures ouvrables à la Commune de NWA.

8) **ACQUISITION DU DOSSIER D'APPEL D'OFFRES:** Le dossier de quottions peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables à la Commune de NWA, contre versement d'une somme non remboursable de soixante six mille (66 000F) franc cfa, payable à la Trésorerie Municipal de NWA.

9) **REMISE DES OFFRES :** Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise au Service de Passation des Marchés, situé à la Commune de NWA, au plus tard le 20 AOUT 2020 à 10 :00 heures. Il doit être dans un paquet contenant trois enveloppes marquées A: pour le dossier Administratif, B: pour le dossier technique et C: pour le dossier financier. Les

soumissionnaires que soumission pour plusieurs lots droit constitués un offre administrative et les offres technique et financier différent pour chaque lot. Ce paquet devra porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°00.../AONO/MINDEVEL/RNO/DDM/CN/CIPMN/2020 du 24TH
JULY 2020 POUR LA FOURNITURE D'UNE PICK-UP 4X4, 9CV A LA COMMUNE DE NWA
"A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT"**

11) RECEVABILITÉ DES OFFRES: Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

12) Ouverture des plis: L'ouverture des plis se fera le **20TH AOÛT 2020 à partir de 11: 00 heures, heure locale** en une phase par la Commission Interne de Passation de Marchés Publics, (salle de conférence de cette commission) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

- les dossiers administratifs et les offres techniques seront premièrement étudiés par les membres de la Commission Départementale de Passation des Marchés. Les entreprises n'ayant pas obtenu 80% au dossier administratif et au moins 75% de la notation sur des dossiers techniques seront éliminées.

13) ÉVALUATION DES OFFRES: Les offres seront évaluées selon les conditions suivantes.

du cautionnement

- Offres remise dans les enveloppes ou paquets ouverts,
- Offres remise après le délai
- Omission, dans le bordereau des prix, d'un prix unitaire
- Dossier technique ou financier incomplet
- Capacité de financement non justifiée
- Note technique inférieure à 75% au niveau de l'évaluation administrative et technique

ESSENTIAL CRITERIA

Présentation General de l'offre ;

- Capacité financière;
- Les références de l'entreprise dans le même domaine;
- Qualité du personnel;
- Organization Technique du travail;
- Les mesures de sécurité sur le site;
- Logistiques;
- Attestation et report du visite de site;
- Les Clauses technique vise sur toute les pages;

Remarque :

- Seules les entreprises ayant obtenu la notation de 80% sur des dossiers administratifs et au moins 75% des notation techniques seront retenus.
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

14) ATTRIBUTION: Le marché sera attribué au soumissionnaire présentant l'offre la moins disant et remplissant les capacités techniques et administratives requises

15) DUREE DE VALIDITE DES OFFRES : Les soumissionnaires restent tenus par leurs offres pendant (60) jours à partir de la date limite fixée pour la remise des offres.

16) Les Renseignements Complémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés situé à la Commune de NWA (Téléphone N°:677203621S).

17) Additif à l'appel D'offres: L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

NWA, le

24th July 2020
LE MAIRE DE NWA

(AUTHORITE CONTRACTANTE)



Ampliation:

- DD/MINMAP/DM
- ARMP (pour publication et archivage)
- Le babillard (pour information)
- Le Service de passation des marchés (pour archivage)
- Le Président de la CDPM.
- DMCR
- Chrono

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General Regulations of the Invitation to Submit Proposals.

Table of contents

• General

Article 1: Scope of bid

Article 2: Financing

Article 3: Fraud and corruption

Article 4: Candidates allowed competing

Article 5: Supplies and services meeting the criteria of origin

Article 6: Qualification of bidder

B. Tender File

Article 7: Content of the Tender File

Article 8: Clarifications on the Tender File

Article 9: Amendment of the Tender File

C. Preparation of bids

Article 10: Bidding fees

Article 11: language of bid

Article 12: Constituent documents of the bid

Article 13: Bid price

Article 14: Currency of bid

Article 15: Documents attesting to the eligibility of the bidder

Article 16: Documents attesting to the admissibility of the supplies

Article 17: Documents attesting to the conformity of the supplies

Article 18: Documents attesting to the qualification of the bidder

Article 19: Bid Bond

Article 20: Validity of bids

Article 21: Form and signature of bid

D. Submission of bids

Article 22: Sealing and marking of envelopes

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

Article 24: Late bids

Article 25: Amendment, substitution and withdrawal of bids

E. Opening of envelopes and evaluation of bids

Article 26: Opening of envelopes and petitions

Article 27: Confidential nature of the procedure

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

Article 29: Conformity of bids

Article 30: Evaluation of the technical bid

Article 31: Qualification of the bidder

Article 32: Correction of errors

Article 33: Evaluation of financial bids

Article 34: Comparison of bids

F. Award of Contract

Article 35: Award of contract

Article 36: Right by Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure

Article 37: Right to modify quantities during award

Article 38: Notification of award of contract

Article 39: Publication of contract award results and petition

A. General

Article 1: Scope of the bid

1.1 The Contracting Authority as defined in the Special Regulations of the Open National Invitation to Tender hereby launches under emergency procedure an Open National Invitation to Tender in view of obtaining the supplies 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.

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

1.1 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 maneuvers" 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 is determined that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent maneuvers, 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.

This Open National Invitation to Tender is addressed to all suppliers, subject to the following provisions:

- 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:
 - 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
- presents more than one bid within the context of this invitation to tender, except authorized variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid; or
- 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 to obtain a commercial article whose basic characteristics are substantially different from those of its components.

Article 6: Qualification of bidders

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:

- The production of certified balance sheets and recent turnover;
- access to a credit line or availability of other financial resources;
- orders acquired and contracts awarded;
- pending litigations; and
- Availability of indispensable equipment.

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

- 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;

- The bid and the contract must be signed in a way that is binding on all members of the group;
- The nature of the group (*joint or several*) must be specified and justified with the production of a joint venture agreement in due form;
- 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.
- In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

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

B. Tender File

Article 7: Content of Tender File

7.1. The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the 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	Letter of Invitation to submit Proposals.
Document No. 2	Tender notice signed by the DCA in French and English
Document No. 3	General Regulations of the invitation to tender
Document No. 4	Special Regulations of the invitation to tender
Document No. 5	Special Administrative Conditions;
Document No. 6	Technical Specifications.
Document No. 7	Schedule of Unit Prices
Document No. 8	Quantities and cost estimates.
Document No. 9	Sub-details of unit prices
Document No. 10	Model contract;
Document No. 11	Model documents to be used by bidders;
Document No. 12	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorized 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/her 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 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 to 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:

• **Volume 1: Administrative documents:** It includes:

- all documents attesting that the bidder:
 - shows 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;

• 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.

• **Volume 2: Technical documents**

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:

1. 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;
2. The calendar, schedule and delivery deadline.

b.3. Proof of acceptance of conditions of the contract: The bidder shall submit duly initialed copies of administrative and technical documents relating to the contract, namely:

- The Special Administrative Conditions (SAC);
- Technical specifications.
- **Volume 3: Financial documents:** The Special Regulations specify the elements that will help in justifying the cost of the services, namely:
 - The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
 - The duly filled Schedule of unit and/or all in-prices;
 - The duly filled detailed estimates;
 - 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:

- For supplies manufactured in Cameroon;
- Prices exclusive of taxes of supplies at the local level;
- Sales and other taxes collected on the supplies which will be due if the contract is awarded;
- 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 vary in any manner, 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:

- 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 authorized by the manufacturer of these supplies to deliver them in Cameroon;
 - 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 authorized 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 authorized 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 initialed by the signatory (ies) of the bid.

21.3 The bid shall bear no modification, suppression or alteration, unless such corrections are initialed 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:

- should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- 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

**No 07/ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020 of 24TH JULY
2020 FOR THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE
DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG**
"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 authorized 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 initialed 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 authorized, 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 committee in charge of evaluation 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 committee in charge of evaluation 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:

- which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
- 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
- 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 bids

30.1 The committee in charge of evaluation 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 committee in charge of evaluation 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 committee in charge of evaluation 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 committee in charge of evaluation shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The committee in charge of evaluation 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;

- 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 committee in charge of evaluation 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 committee in charge of evaluation shall consider the following elements:

- the bid price, indicated according to the provisions of article 13 of the General Regulations;
- adjustments made on the price to correct the arithmetical errors in application of article 32 of the General Regulations;
- 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 committee in charge of evaluation 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 committee in charge of evaluation 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: Right of 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 authorization 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 authorized 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 him 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.

DOCUMENT N° 3:

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

This document must be filled by the Project Owner or the Delegated Project Owner and/or Contracting Authority before the publication of the Tender File. The following provisions which are specific to the supplies subject of the invitation to tender, supplement or where applicable, specify the provisions of the General Regulations of the invitation to tender. The numbers in the first column refer to the corresponding article of the General Regulations.

General	
1.	Definition of supplies: The supply Of A Complete Brand New Pick-Up Vehicle Double Cabine, 9cv To The Nwa Council, Donga-Mantung
2	Name and complete address of Contracting Authority :THE Mayor of NWA Council, Donga-Mantung Reference of the Request for TENDER:N°07/ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020 of 24TH JULY 2020
3	Delivery deadline :Two (02) Months (OR Sixty(60) calendar days)
4	Source of financing: NWA COUNCIL 2020 BUDGET Name of project : The supply Of A Complete Brand New Pick-Up Vehicle Double Cabine, 9cv To The Nwa Council, Donga-Mantung
5	Criteria of origin of supplies:
6	Bidder's qualification: <ul style="list-style-type: none"> • Turnover: • Supplier's references • Availability of material and essential equipment • Experience of technical staff • Manufacturer's manual • Proof of Availability of spare parts • After-sales service • The non-obtained of 75 % of criteria leads to the elimination of the bid.
7	Language of bid: English or French
8	<p>The list of documents on qualification referred to in article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:</p> <p>Envelope A- Administrative documents The administrative file should contain the following documents:</p> <ol style="list-style-type: none"> a.The declaration of the intention to tender, (according to the attached model); b. The group agreement, where necessary; c.The power of attorney, where necessary; d. An attestation of solvency established by a Court of First Instance or any other document established by the competent institution of the place of residence of the bidder dating not more than three (3) months as at the date of submission of bids. e.An attestation of the bidder's bank account issued by a bank approved by the Ministry in charge of finance, not more than three (03) months except otherwise provided for by the funding agreement. f. A receipt of purchase of the Tender File. g. The bid bond (according to the attached model) of an amount of <i>six hundred and sixty Thousand (660,000) fcfa</i> h. Attestation of Non Exclusion from public contracts issued by ARMP. i. A Clearance Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old. j. A Tax Clearance Certificate signed by the competent tax center stating that the bidder has met all the statutory declarations on issues of taxes in the current financial year; this certificate should be less than three months old. k. Tax payers card (Certified copy) l. Plan and attestation of localization of the company <p>In case of group bidding, each member of the group must present a complete administrative file, items e, f and g being presented only by the representative of the group</p> <p>Envelope B- Technical documents b.1 Information on qualification</p>

	<ul style="list-style-type: none"> • Proof of having executed similar contracts during the last 3 years, equal to or more than the amount of this project, coordinates of officials of the projects or Project Owners as well as justification documents (copies of the first and last pages of contracts or jobbing orders, delivery slips signed by the Project Owner, minutes of acceptance certifying to the proper execution of these contracts); • b.2 Technical proposals: Description of the organization of supplies and methods of execution of the contract with technical details <ul style="list-style-type: none"> • The planning (schedule of the execution of the contract) • Site visit attestation. • The duration for the execution of the supplies • Sources and quality of the supplies • Appropriate technical specifications <p><i>That is, Methodological approach and relevance of proposed solutions as well as contract planning and schedule.</i></p> <p>b.3 Delivery deadline: the delivery deadline shall be Sixty(60) calendar days</p> <p>b.4 Proofs of acceptance of conditions of the contract: The bidder should submit copies of duly initialed administrative and technical documents governing the contract, namely:</p> <ul style="list-style-type: none"> • The Special Administrative Conditions (SAC); • The Technical Specifications (TS). <p>Envelope C. Financial documents</p> <p>It includes all the elements that help in justifying the cost of services namely:</p> <p>c.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;</p> <p>c.2 The duly filled unit and/or all-in price Schedule;</p> <p>c.3 The duly filled bill of quantities and detailed estimates;</p> <p>c.4 The sub-details of unit prices and/or breakdown of all-in prices.</p> <p>To this effect, bidders should use the documents and models provided in the Tender File, subject to the provisions of article 19(2) of the General Regulations concerning the other possible forms of bid bond. <i>N.B The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.</i></p>
Bid price and currency	
9	The price of this contract shall be fixed.
10	Currency of bid Prices shall be drawn in the following currencies: francs cfa
11	Currency of country of Contracting Authority: francs cfa
12	Period of guarantee of the supplies: Six Months
Preparation and submission of bids	
13	Amount of the 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 N°. 12 of the Tender File, of an amount of six hundred and sixty Thousand(660,000) francs CFA , and valid for thirty (30) days beyond the date of validity of bids
14	Period of validity of bids : The period of validity of bids is 60 days from the date of submission of bids
15	The number of copies of the bid which must be filled and sent: Seven (7) copies, that is one (01) original and six (06) copies labeled as such. These shall be submitted in one sealed external envelope containing three (3) internal envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. Bidders going in for more than one lot must include one Administrative Document and different Technical and Financial Documents for each lot.
16	Address of the Contracting Authority to be used for the submission of bids: Service in charge of the Award of Contracts, NWA Council Reference of the Request for TENDER: N°.07/ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020 of 24TH JULY 2020
18	Date and time-limit for submission of bids: The sealed pack shall bear no information about the company and shall reach the NWA Council, Service in charge of the award of contracts not later than 20 AUGUST 2020 at 10:00 a.m. local time

19	Venue, date and time of opening of bids: The bids shall be opened in a single phase, in the conference hall of the NWA Council Internal Tenders Board, on the 20 august 2020 at 11:00 a.m. prompt.
Final Bond	
20	The final bond shall be in conformity with Article 41.2. 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.

Document No. 4:
SPECIAL ADMINISTRATIVE CONDITIONS (SAC).
CONTENT

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
- Article 9 - Administrative Orders (article 8 of GAC)
- Article 10 - Contracts with conditional phases (article 9 of GAC)
- Article 11 - Supplier's material and personnel (GAC supplemented)

Chapter II: Financial conditions

- Article 12 - Guarantees and bonds (articles 21 and 40 of GAC)
- Article 13 - Amount of contract
- Article 14 - Place and method of payment (GAC supplemented)
- Article 15 - Price variation (article 17 of GAC)
- Article 16 - Price revision formula (article 18 of GAC)
- Article 17 - Price updating formula (article 18 of GAC)
- Article 18 - Advances (article 21 of GAC)
- Article 19 - Payment (article 19 supplemented)
- Article 20 - Interest on overdue payments (article 20 of GAC)
- Article 21 - Penalties for delay (article 34 of GAC supplemented)
- Article 22 - Tax and customs schedule (article 10 of GAC)
- Article 23 - Stamp duty and registration of contracts (article 11 of GAC)

Chapter III: Execution of services

- Article 24 - Patent rights (GAC supplemented)
- Article 25 - Place of delivery and deadline (articles 31 and 33(1))
- Article 26 - Role and responsibilities of supplier (GAC supplemented)
- Article 27 - Transport and insurance (article 31 of GAC)
- Article 28 - Trials and related services (article 28)
- Article 29 - After-sales service and consumables (article 14 of GAC)

Chapter IV: Acceptance

- Article 30 - Documents to be furnished before the technical acceptance (article 41 of GAC supplemented)
- Article 31 - Provisional acceptance (articles 40 and 41 of GAC)
- Article 32 - Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)

- Article 33 - Guarantee deadline (article 40 of GAC supplemented)
- Article 34 - Final acceptance (article 48 of GAC)

Chapter V: Sundry provisions

- Article 35 - Termination of the contract (article 57 of GAC)
- Article 36 - Case of force majeure (article 56 of GAC)
- Article 37 - Differences and disputes (article 61 of GAC)
- Article 38 - Drafting and dissemination of this contract (GAC supplemented)
- Article 39 and last - Entry into force of the contract (GAC supplemented)

CHAPTER I: GENERAL

Article 1: Subject of tender

Subject of the contract: The subject of this contract is **THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG**

1. Lot 1 according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

1.2. Nature of services: The supplies to be done consist of the supply of a complete brand new pick-up vehicle double cabine, 9cv to The Nwa Council, Donga-Mantung

Article 2: Award procedure (GAC supplemented): The Contracting Authority shall award the contract to the bidder whose bid shall be 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 is evaluated as the lowest by including, where necessary, proposed rebates.

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

3.1 General definition:

- **The Contracting Authority:** Shall be the Mayor of NWA. 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 Authorising Officer:** Shall be the Mayor of NWA Council, Donga Mantung Division; he represents the beneficiary administration of the services;
- **The Contract Manager:** Shall be the C.D.O of NWA Council; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- **The Contract Engineer:** Shall be the **DIVISIONAL CHIEF OF STATE PROPERTY FOR DONGA MANTUNG**, herein after referred to as the Engineer who shall ensure that delivery is mechanically and electrically functional.
- **The project Manager:** Shall be the **SG NWA COUNCIL**.
- **The control brigade of MINMAP** shall ensure the respect of technical and administrative procedures during the execution and on reception.
- **The Contractor:** Shall be the supplier.

3.1.3.2. Security: This contract may be used a security subject to any form of transfer of the debt. In this case:

- The authority in charge of ordering payment shall be: **The Mayor of NWA Council.**
- The authority in charge of the clearance of expenditures shall be the **Mayor of NWA Council**
- The body or official in charge of payment shall be **Municipal Treasurer of NWA Council**
- The official competent to furnish information within the context of execution of this contract shall be the **Mayor of NWA Council.**

Article 4. language, applicable law and regulation (GAC supplemented)

- The language to be used shall be *English and/or French*.
- 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 General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 033 of 13 February 2007;
- 7) 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:

1. The instruments governing the professional corps;
2. Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
3. Decree No. 20012/074 of 8 March 2012 relating to the creation, organization and functioning of Tenders Boards;
4. Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
5. Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
6. Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
7. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
8. Decree No. 2018/345 of 12 June 2018 to lay down the common rule applicable to public enterprises.
9. Decree No. 2018/366 of 20 June 2018 instituting the public contracts code
10. Circular No. 00008349/C/MINFI of 30th December 2019 relating to the execution and the control of the budget of the state public administrative establishment, regional and local authorities and other bodies receiving government subsidies.
11. The applicable standards;
12. 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:

8.2. In the case where the contractor is the addressee Sir, Madam, the contractor, beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the contract manager, correspondences will be validly addressed the DO of NWA, where the supplies shall be delivered.

8.3. In the case where the Project Owner is the addressee: Mr./Madam, The Mayor of NWA Council, with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, where necessary.

8.4. In the case where the Contracting Authority is the addressee: Mr./Madam The Mayor of NWA Council, with a copy addressed within the same deadline to the Project Owner, Contract Manager, Engineer Project Manager, where necessary.

8.5. The supplier shall address all written notifications or correspondences to the Project Owner, with copies to the Contracting Authority, Project Manager, the Contract Manager and to DD MINMAP

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 Contracting Authority and notified to the contractor by the Contract Manager with copies to the Project Owner, the Contract Engineer, and the Paying 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 Contracting Authority and notified to the supplier by Contract Manager with a copy to the Project Owner, Contract 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 by Contracting Authority and notified to the supplier by the Contract Manager with copies to the contract Engineer and project owner.

9.4. Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the supplier by Contract Manager and a copy to the Contract 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 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 Contracting Authority to the Project Owner. Beyond this deadline, the 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 The contract shall be in one phase. At the end of the phase, the Project Owner shall accept the services and issue an attestation of proper execution to the supplier.

Article 11: Supplier's equipment and staff

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.

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 07 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 (specify). In case of replacement of key staff (site foreman etc.) in non-conformity with this article, the contractor shall be liable to a penalty worth a fifth part of one thousand (5/1000th) of the amount of the contract all taxes inclusive.

1. 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 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 in conformity with Article 41.2. 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.

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

1. Guarantee of start-off advance

b) Refund of the start-off advance: The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 75% of the value of the contract.

Article 13: Amount of the contract: The amount of this contract as shown on the attached *[detail or estimates]* is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

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

2. 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)

1. Prices shall be firm.

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

Article 16: Price revision formulae (article 18 of GAC): The prices on the unit price schedule shall be revisable only in case where the difference is more than 25% of the contract amount.

Article 17: Price updating formulae (article 18 of GAC): The prices on the unit price schedule shall be updated only in case where the difference is more than 25% of the contract amount.

Article 18: Advances (article 21 of GAC)

1. **Request for the start-off advance:** At the express request of the contractor, a start-off advance not exceeding 30% of the contract ATI may be granted. This advance shall be 100% guaranteed by banking institution in Cameroon and approved by the Ministry in charge of Finance. The bond shall be drafted according to the model enclosed in Appendix.

2. The time-limit for payment of the start-off advance is fixed at 05 days from the date of its request by the supplier.

Article 19: Payment (article 19 of GAC supplemented): The Contracting Authority has a time-limit of the three (03) days to visa and forward the contractor's bill for payment.

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 article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

• Penalties for delay

1. The amount set for penalties for delays is fixed as follows (modifiable):

- One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

• Specific penalties (amounts to be specified)

1. 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;
- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and 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 Authorizing officer 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)

1. The place of delivery shall be NWA COUNCIL.
2. The delivery deadline of the services forming the subject of this contract shall be: two (02) months (sixty (60) calendar days).
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)

1. **Packaging for transportation:** The supplier must take all the necessary measures so that the supplies proposed are protected by careful packaging appropriate for maritime, air, rail or road transport. The supplier must take all measures to repair the possible damages caused during transportation up to the place of delivery.
2. **Insurance:** All types of risks during the transportation up to the place of delivery must be covered by insurance subscribed by the supplier.

Article 28: After-sales service and consumables (article 14 of GAC): The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of six (6) months from the date of the final acceptance and shall clearly present:

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

CHAPTER IV: ACCEPTANCE

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

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

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

Article 30: Acceptance (articles 40 and 41 of GAC): Prior to the Provisional Acceptance, the supplier shall request in writing to the Contract Manager with a copy to the Engineer, the organization of a technical visit before the acceptance.

1. Trials included in preliminary operations to the acceptance shall be the testing of the equipment.
2. The Acceptance Commission shall comprise the following members for guidelines only:

1. Contracting Authority (Project Owner) or his Representative Chairman
2. The Contract Engineer: Secretary;
3. The DD MINMAP or his representative Observer
4. The Project Manager (CDO) Member;
5. The Store Accountant Nwa Council: Member;
6. SG Nwa Council Member
7. The Contractor or his representative: Member

Members of the Commission shall be convened by the chairman to the acceptance by mail at least ten (03) days before the date of acceptance. The supplier is bound to attend. 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 acceptance shall be the subject of minutes of acceptance signed on the spot by all the members of the Commission. There shall be no partial acceptance of the supplies.

The Guarantee period commences as of the date of provisional reception which is also the final reception

Article 31: Documents to furnish after provisional acceptance (article 40 of GAC supplemented): The following documents shall be furnished after the provisional acceptance;

1. Operation Manual

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

1. The guarantee period shall be *six (06) months* to run from the date of the acceptance of the supplies.
2. During the guarantee period, the supplier shall be bound to provide all After-sales service and consumables.

Article 33: Final acceptance (article 48 of GAC)

1. The provisional acceptance shall serve as the final acceptance.
2. The Project Manager shall be a member of the commission.
3. The acceptance shall mark the end of the contract and shall release the Contract Manager of all obligations. The joint signature of the final detailed bills by the Project Owner, the supplier and the Contracting Authority shall definitely end the contract.

Chapter V: SUNDRY PROVISIONS

Article 34: Termination of the contract (article 57 of GAC): The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

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

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

Article 36: 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 Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 37: 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 Contracting Authority.

Article 38 and last: Entry into force of the contract (GAC supplemented): This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the supplier by the Contracting Authority.

(See coherence with the General Administrative Conditions)

DOCUMENT N° 5: TECHNICAL SPECIFICATIONS

The TS constitute the basis of verification of the conformity of the supplies and their evaluation. Consequently, well defined TS ease the preparation of conforming bids by bidders as well as the preliminary examination, evaluation and comparison of bids by the Evaluation Sub-committee.

- The TS require that all supplies as well as the materials that make them up be new, unused, be the recent or current model and that they include all the improvements in issues of conception and materials, except the contract stipulates otherwise.
- The TS take into account practices considered as being the best by experience. The use of specifications prepared in the same country and applied to the same sector may constitute a safe base to prepare the TS.
- The use of the metric system is highly recommended.
- The standardization of TS may have advantages and depends on the complexity of the supplies and the repetitive nature of the award of contracts under consideration. The TS must be sufficiently general to avoid creating difficulties in use by the labourers of the materials, equipment generally used in the manufacture of similar supplies.

- The standards in terms of equipment, materials and labour specified in the tender documents should not have an exclusion character. As far as possible, international standards must be used. References to trade marks, catalogue numbers or other details which circumscribe the materials or articles to a particular manufacturer must, as far as possible, be avoided. Where inevitable, such description of an article must always include the inscription "or equivalent in substance".

- The TS describe in detail the requirements concerning, among others, the following aspects:

- Standards required concerning materials and manufacturing and production of supplies;

- Details concerning tests (type and number);

- Complementary ancillary services necessary to ensure delivery/execution in due form;

d) Detailed activities borne by the bidder, possible participation of the buyer in these activities;

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

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

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

TECHNICAL SPECIFICATIONS			
DESCRIPTION			
VEHICULE PICK UP DIESEL 4X4 DOUBLE CABINE OF 09 CV			
DIMENSIONS/WEIGHTS			
1	Length/width/height	mm	5255x1760x1810
2	Wheel base	mm	3085
3	Front/Back Tread	mm	1510/1510
4	Ground Clearance		265
5	Kerb Weight	kg	1880
6	Gross Vehicle Weight	kg	2715
7	Number of Seats	N	6
8	Minimum turning radius		6.2
ENGINE			
1	Type		4 cylinder in line (5L-E)
2	Distribution		In-line OHC
3	Valves (Number)		8 valves
4	Cylinder	cc	2986
5	Compression rate		22.2:1
6	Maximum output	KW/tr-mn	70/4000
7	Maximum torque	Nm/tr-mn	197/220
8	Cooling		Mixture of anticoagulant 30%
9	Air filter	cyclone	
10	Alternator		12V-64A
11	Fuel System		Electronic fuel injection
12	Fuel Tank System	80L	
CHASSIS and BODY WORK			
1	Front suspension	Double wishbone	
2	Back suspension	Rigid springs (with a stabilizer bar)	
3	Power steering		
4	Limiting Anti glide (ABS)	Back blocking differential	
5	Steering arm	Inclinable (adjustable)	
6	4 tyres and Wheel drum	205-R16C 6J	
7	Spare tyre	with Lock	
8	Brake	Front and Back	Disc and drum
9	Stabilizer bar	Front	
10	Towing Joop	Front (1)	

11	Tail board (gate)	Two small strong anchor loops	
12	Signal Plate	Painted inscription	
13	Chassis protection	With butane	
14	Equipage for rough roads	4WD	
15	Colour		
EXTERNAL EQUIPMENT			
1	Tarpaulin (bâche)		
INTERNAL EQUIPMENT			
1	Air Condition	Simple	
2	Audio System	Radio AM/FM+CD 2HP	
3	Floor Carpeting in plastic	Synthetic	
4	Central locking system		
5	UBS		
TOOL KIT			
1	Hydraulic jack		
2	Wheel spanner		
4	Set of screw drivers		
5	Fire extinguisher		
6	Signal triangle		

Document N°. 6:
SCHEDULE OF UNIT PRICES

The Schedule of unit and all-in prices must be included in the Tender File must in the minimum include the description of supplies and services forming the subject of the tender file.

QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG, NORTH WEST REGION				
S/N	DESCRIPTION	UNIT	U.P Figure	U.P In Words
01	VEHICULE PICK UP DIESEL 4X4 DOUBLE CABINE DE 09 CV	U		
02	TOOL KIT	U		

QUANTITIES AND COST ESTIMATES

QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG, NORTH WEST REGION					
S/N	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
01	VEHICULE PICK UP DIESEL 4X4 DOUBLE CABINE DE 09 CV	U	1		
02	TOOL KIT	U	1		
	SUMMARY				
	AMOUNT IN FCFA				
	V.A.T (19.25%)				
	A.I.R: 2.2% for Actual Regime or 5.5% for Simplified Regime.				
	Total Amount				
	TAX INCLUSIVE AMOUNT				

Name of bidder.....

Signature.....Date.....

DOCUMENT N°. 9:**SCHEDULE OF SUB DETAIL OF UNIT PRICES**

Sub detail of unit prices

N°. 1	Designation	Cost price	Transport	Order price	Delivery fees	Margin	Unit price EVAT

Name of bidder.....

Signature.....

Date.....

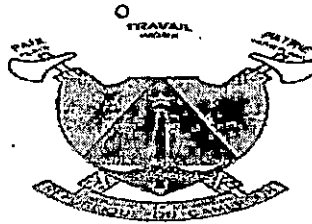
REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

DONGA MANTUNG DIVISION

NWA COUNCIL



REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPEMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DU DONGA MANTUNG

COMMUNE DE NWA

DOCUMENT N° 10:
MODEL CONTRACT

JOBING ORDER N°: /JO/MINDDEVEL/NWR/DMD/NC/NCITB/2020 OF THE -----2020AWARDED
FOLLOWING OPEN NATIONAL INVITATION TO TENDERN°07./ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020
OF 24TH JULY 2020.FOR THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP
VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG,
NORTH WEST REGION

CONTRACTOR:.....

P.O. Box at __, Tel __, Fax: ____

Business Registry N°.....A issued at ____

Taxpayer's Card No. ____

SUBJECT OF CONTRACT: THE SUPPLY OF A COMPLETE BRAND NEW PICK-UP
VEHICLE DOUBLE CABINE, 9CV TO THE NWA COUNCIL, DONGA-MANTUNG,
NORTH WEST REGION

PLACE OF DELIVERY: NWA COUNCIL IN NWA SUB DIVISION, DONGA-MANTUNG DIVISION

AMOUNT IN CFA F:

S

EVAT	
VAT (19.25%)	
AIR (2.2% or 5.5 %)	
TOTAL TAXES	
Net to be paid -	

DURATION OF EXECUTION: TWO (02) MONTHS (OR SIXTY(60) CALENDAR DAYS).

FINANCING:NWA COUNCIL BUDGET 2020

SUBSCRIBED ON.....

SIGNED ON.....

NOTIFIED ON.....

REGISTERED ON.....

BETWEEN:

The Republic of Cameroon, represented by *THE MAYOR OF NWA COUNCIL*, Hereinafter referred to as "**THE CONTRACTING AUTHORITY**",

ON THE ONE HAND,

AND:

HOLDER.....

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

Business Registration N°. ____ A

Card N°. ____

.....hereinafter referred to as "**THE SUPPLIER**"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:

SUMMARY:

Document N°: 1- Special Administrative Conditions (SAC)

Document N°: 2- Technical Specifications

Document N°: 3- Schedule of Unit Prices

Document N°: 4- Bill of Quantities and Costs Estimates

CONTENT

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable law, regulations and standards
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
- Article 9 - Administrative Orders (article 8 of GAC)
- Article 10 - Supplier's material and personnel (GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 21 and 40 of GAC)
- Article 12 - Amount of contract
- Article 13 - Place and method of payment (GAC supplemented)
- Article 14 - Price variation (article 17 of GAC)
- Article 15 - Price revision formula (article 18 of GAC)
- Article 16 - Price updating formula (article 18 of GAC)
- Article 17 - Advances (article 21 of GAC)
- Article 18 - Payment (article 19 supplemented)
- Article 19 - Interest on overdue payments (article 20 of GAC)
- Article 20 - Penalties for delay (article 34 of GAC supplemented)
- Article 21 - Tax and customs schedule (article 10 of GAC)

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

Chapter III: Execution of services

- Article 23 - Patent rights (GAC supplemented)
- Article 24 - Place of delivery and deadline (articles 31 and 33(1))
- Article 25 - Role and responsibilities of supplier (GAC supplemented)
- Article 26 - Transport and insurance (article 31 of GAC)
- Article 27 - Trials and related services (article 28)
- Article 28 - After-sales service and consumables (article 14 of GAC)

Chapter IV: Acceptance

- Article 29 - (article 41 of GAC supplemented)
- Article 30 - Provisional acceptance (articles 40 and 41 of GAC)
- Article 31 - Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)
- Article 32 - Guarantee deadline (article 40 of GAC supplemented)
- Article 33 - Final acceptance (article 48 of GAC)

Chapter V: Sundry provisions

- Article 34 - Termination of the contract (article 57 of GAC)
- Article 35 - Case of force majeure (article 56 of GAC)
- Article 36 - Differences and disputes (article 61 of GAC)
- Article 37 - Drafting and dissemination of this contract (GAC supplemented)
- Article 38 and last - Entry into force of the contract (GAC supplemented)

Page..... and Last page of Jobbing Order N°JOBGING ORDER N°:

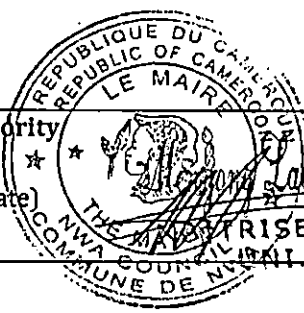
____/JO/MINDEVEL/NWR/DMD/NC/NCITB/2020 OF THE2020 AWARDED FOLLOWING OPEN
NATIONAL INVITATION TO TENDER N°:...../.....ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020of 24TH
JULY 2020 FOR.....

With-----

For the supply of _____

AMOUNT OF THE CONTRACT:

Duration of execution: TWO (02) MONTHS (OR SIXTY (60) calendar days).

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

Document N°. 11:
MODEL DOCUMENTS TO BE USED BY BIDDERS

Table of model documents

Annex N°. 1: Model bid letter

Annex N°. 2: Model Bid Bond

Annex N°. 3: Model final bond

Annex N°. 4: Model start-off advance bond

Annex N°. 5: Model performance bond

Annex N°. 6: Model authorisation from manufacturer

ANNEX N°. 1:

MODEL BID LETTER.

I, the undersigned _____
Representing the _____ enterprise or group of enterprises with head office at
_____ registered in the trade register of _____ under the number N°. _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addenda of
N°. 00 /ONIT/MINDEVEL/NWR/DMD/NC/NCITB/2020 OF 24TH JULY 2020.

Submit and commit myself to deliver the supplies in accordance with the Tender File, in return for the prices
which I myself establish on the basis of the price and quantity schedule which give the amount of the bid for lot N°. _____
at _____ [in figures and words] CFA francs exclusive of VAT and at
_____ CFA francs inclusive of all taxes [In figures and words].

- I pledge to deliver the supplies within a deadline ofmonths.

- In addition, I pledge to maintain my offer for 60 days from the deadline of submission of tenders.

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

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

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

Done at _____ on

Signature of _____

In the capacity as _____

Duly authorised to sign bids for and on behalf of _____

ANNEX N°. 2: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address]

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

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

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

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

[Bank's signature]

ANNEX N°. 3: MODEL FINAL BOND

Bank:

Reference of the bond: No. _____

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

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

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

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

represented by _____ *[name of signatories]*,

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

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

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

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

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

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

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

[Signature of the bank]

Document N° 12:
**LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE
BONDS FOR PUBLIC CONTRACTS IN CAMEROON.**

- Afriland First Bank
- BanqueAtlantique
- Banque Gabonaise pour le Financement International (BGFI BANK)
- Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- CITI Bank
- Commercial Bank of Cameroon (CBC)
- Ecobank
- National Financial Credit Bank
- Société Camerounaise de Banque au Cameroun
- Société Générale de Banque au Cameroun
- Standard Chartered Bank Cameroon
- Union Bank of Cameroon
- United Bank for Africa.

II- Insurance companies

- Chanas Insurance;
- Activa Insurance
- Zineth Insurance

ANNEX N° 07 THE EVALUATION GRID

A – ADMINISTRATIVE EVALUATION (Eliminatory Criteria)		YES	NO
1	Certified Copy of the Business Registration, not more than three months old?		
2	Declaration of intention to tender stamped with the tariff in force?		
3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months old?		
4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months?		
5	Purchase receipt of tender file issued by NWA Municipal Treasury in the amount of 52,000FCFA (Fifty two Thousand FCFA)?		
6	A bid bond of 160,000FCFA (One Hundred and Sixty Thousand FCFA) for each lot, issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions?		
7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
8	An Attestation signed by 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?		
9	A valid Certificate of imposition certified by the chief of tax center less than three months old?		
10	Business License (photocopy certified by the chief of tax center, not more than three months old)?		
11	Certified Copy of a valid taxpayer's card, delivered by the chief of tax center less than three months?		
12	A Clearance Certificate signed by the chief of tax center stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old?		
B-TECHNICAL EVALUATION (ESSENTIAL CRITERIA)			
1	General presentation of the bids	Yes	No
	Documents spirally bound with transparent fly leaf on front cover?		
	Table of contents page present?		
	Presence of coloured separating papers between chapters?		
	Presentation of documents in the order given in the tender file?		
	Clarity in the presentation of documents?		
	Special Administrative and Technical conditions initialed on all the pages and last page signed?		
2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS (<i>prove of capacity to have carried out supplies of at least two public contracts with provisional cost of not less than the amount of this project (8000 000) FCFA (Eight million)?</i>)	Yes	No
	Format of professional reference(s) as indicated in the tender file?		

	Certified copies First & last pages of Jobbing Order of 1 st reference, present?.		
	Certified copies Minutes of Provisional or Final Acceptance of works of 1 st reference present?		
	Certified copies of First & last pages of Jobbing Order of 2 nd reference?.		
	Certified copies of Minutes of provisional or final acceptance of works of 2 nd reference?		
3	QUALIFICATION AND EXPERIENCE OF THE TECHNICAL STAFF		
3.1	01 works supervisor (at least HND in Motor Mechanics)	Yes	No
	- Qualification of the supplies supervisor: (Senior Nurse or Laboratory Technician)?		
	- Professional experience of the works supervisor ≥ 03 years?		
	- CV signed by the candidate?		
	- A certified copy of the technical diploma?		
	-An attestation of availability signed by the candidate?		
	- Certified copy of National ID card signed by the issuing service?		
4	TECHNICAL PROPOSALS		
	Organizational chart of the enterprise (Specify names of the personnel handling the various functions)		
	Security and Safety measures presented?		
	Duration of execution with respect to the Tender file?		
	Attestation of site visit signed by the contractor on his honor (With pictures)?		
	Special Technical Clauses initialled in all the pages and last page signed and stamped?		
	Special Administrative Clauses completed and initialled in all the pages and last page signed and stamped.?		
5	An attestation of financial capacity (solvency) of the enterprise Issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
	C - FINANCIAL CAPACITY		
1	A submission letter, signed, dated and stamped.?		
2	Completed and signed frame work of unit prices.?		
3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and net payable?		
4	Sub details of unit prices present?		

