

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH WEST REGION

DONGA MANTUNG DIVISION

AKO SUB DIVISION
AKO COUNCIL

AKO COUNCIL INTERNAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE DONGA MANTUNG

ARRONDISSEMENT D'AKO

COMMUNE D'AKO

COMMISSION INTERNE DE PASSATION DE
MARCHES DE LA COMMUNE D'AKO

TENDER FILE

PROJECT OWNER:

THE MAYOR OF AKO COUNCIL

CONTRACTING AUTHORITY:

THE MAYOR OF AKO COUNCIL

TENDERS BOARD:

AKO COUNCIL INTERNAL TENDERS BOARD (ACITB)

OPEN NATIONAL INVITATION TO TENDER

N^o 012/ONIT/MINDEVEL/NWR/DMD/ASD/AC/ACITB/2022 OF
26/03/2022 FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL
LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG
DIVISION, NORTH WEST REGION.

FINANCING: PIB/ MINDDEVEL, 2022 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N°1X03332

VOTE OF CHARGE N° 56 27 100 02 641602 524414 821



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DOCUMENT No. 1

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

Nº 012/ONIT/MINDDEVEL/NWR/DMD/ASD/AC/ACITB/2022 OF 04/03/2022 FOR THE SUPPLY OF EQUIPMENT
TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST
REGION.

1. Subject of the Invitation to Tender:

The MAYOR OF AKO COUNCIL (Contracting Authority) hereby representing the State of Cameroon within the framework of the 2022 Public Investment Budget (PIB 2022), launches under emergency procedure of 21 days an opened national invitation to tender: **FOR THE SUPPLY EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

2. Nature: of Supply:

The services of this contract comprise notably: equipment (as spelled out in the Special Technical Specification and bill of quantities) of Municipal Lodge in Ako Town, Ako sub Division, Donga Mantung Division, North West Region.

3. Participation and origin

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

4. Project owners: The Mayor of AKO council in Donga Mantung Division, North West Region.

5. Funding

Works which form the subject of this invitation to tender will be financed by the 2022 PIB resources of the Ministry of Decentralization and Local Development

Subject	Amount for the Project	Vote of charge N°	Expenditure authorization N°
equipment of municipal lodge in Ako town, Ako Sub division, Donga Mantung Division, North West Region	18,628,093 FCFA	56 27 100 02 641602 524414 821	1X03332

Subject	Amount for the Project	Bid Bon	Tender Fee
equipment of municipal lodge in Ako town, Ako Sub division, Donga Mantung Division, North West Region	18,628,093 FCFA	372,560 FCFA	37,250 FCFA

6. Consultation and acquisition of files:

The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts) during working hours at the **AKO COUNCIL CHAMBERS AKO SUB-DIVISION**, the Divisional Delegation of Public Contract- Donga Mantung or the Regional Centre of ARMP- North West. The document shall be obtained upon presentation of a receipt testifying the payment of a non-refundable sum of **Thirty seven thousand, two hundred and fifty (37,250) FCFA** payable to the AKO municipal Treasury or any public treasury.

7. 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 (07) copies**, that is one **(01) original and six (06) copies** labelled as such. These shall be submitted in one external sealed envelope containing **three (03) envelopes**: that is, **Envelope A: Administrative Documents; Envelope B: Technical file and Envelope C: Financial file.**

The sealed external envelope shall bear no information about the company /enterprise and shall reach the services of **Ako Council – Donga Mantung** not later than the **31/03/2022 at 10:00am** local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic.

The sealed pack (*external envelope*) shall bear the following inscriptions:

OPEN NATIONAL INVITATION TO TENDER
N° 012/ONIT/MINDEVEL/NWR/DMD/ASD/AC/ACITB/2022 OF 04/03/2022
FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA
MANTUNG DIVISION, NORTH WEST REGION.
(To be opened only during bids opening session)

7. Admissibility of offers

Each bidder shall enclose in his administrative documents a bid bond (provisional guarantee) that respects the model in this tender file of **Three Hundred and seventy two thousand, five hundred and sixty (3,72,560) francs** CFA issued by a first-rate bank approved by the Ministry in charge of Finance featuring on the list in document 10 of the tender file and valid for thirty (30) days beyond the validity of the tenders.

Subject to rejection, only originals or true copies certified by the issuing services of the required administrative documents (Senior Divisional Officer, Taxation Officials, etc.) including the bid bond must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must be produced after the signing of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this tender shall be declared inadmissible.

The provisional guarantee will be released no later than thirty (30) days after the period of bid validity for unsuccessful bidders. For the bidder who is awarded the contract, the provisional guarantee will be released after constitution of the final guarantee.

NB: The successful bidder shall during site installation present the originals of the respective documents for strict verification of their authenticity.

8. Opening of bids

The opening of the bids in one phase shall be done at **11:00am, on 31/03/2022** in the Conference Hall of the Ako council Chambers in Ako Sub Division by the Ako Council internal Tender Board. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity. 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 of two stages where:-

a) **Stage I shall involve:**

i) Opening and appraisal of validity, authenticity and completeness

ii) Opening of envelopes containing technical documents to appraise and evaluate technical proposals

NB: Any bids which shall not obtain **80%** score in the technical evaluation shall simply be eliminated.

b) **Stage II** Opening of financial offers to appraise proposed amount for the project.

9. Duration of execution

The maximum deadline provided for the supply of the medical equipment by the Contracting Authority shall be **sixty (60) days** from the date of the notification of the service order for work to start.

10. Main evaluation criteria

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

A. Eliminary criteria

1. Absence or non-conformity of an element in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;

4. Absence or insufficient bid bond or bid bond not from the authorised list in document No. 10 of this tenders file;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
6. Incomplete financial file.
7. Omission of a unit price in the financial bid,
8. Change of units or quantity in the Financial Bid;
9. Bidders suspended from public contract procurement.
10. Any bidder with one or more uncompleted projects

B. Essential criteria

- 1- General presentation of the tender files;
- 2- References of the company in similar achievements;
- 3- Quality of the personnel per lot requested;
- 4- Technical organization of the works;
- 5- Logistics;
- 6- Financial capacity;
- 7- Attestation and report of site visit
- 8- Special Technical Clauses initialed in all the pages;
- 9- Special Administrative Clauses completed and initialed in all the pages;
- 10- Safety measures on the site.

11. Main qualification criteria

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

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

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

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

12. Validity of offers:

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

13. Complementary information:

Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at the **AKO COUNCIL CHAMBERS** (i.e., the services in charge of contract), Ako subdivision, Donga Mantung Division.

14) Amendment to the Invitation to Tender:

The Contracting Authority reserves the right, if warranted, to subsequently amend this invitation to tender in conformity with the Public Contracts Code.

Done at Ako, on 04 MARCH 2022

**THE MAYOR, AKO COUNCIL
(CONTRACTING AUTHORITY)**

Copies:

- CHAIRMAN, ACITB
- ARMP Bamenda (for publication and filing)
- Ako council Service for the award of Contracts (for filing)
- CRTV / DMCR
- Ako community Radio
- CHRONO



04 MARS 2022
Muwa Godlove Nkomo

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH WEST REGION

DONGA MANTUNG DIVISION

AKO SUB DIVISION
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ARRONDISSEMENT D'AKO

COMMUNE D'AKO

COMMISSION INTERNE DE PASSATION DE
MARCHES DE LA COMMUNE D'AKO

DOCUMENT N°1

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

No 012/AONO/MINDDEVEL/RNO/DDM/AA/CA/CIPMCA/2022 DU 04/03/2022 POUR LES TRAVAUX DES EQUIPEMENT DE L'AUBERGE MUNICIPALE D'AKO, ARRONDISSEMENT D'AKO DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD - OUEST

1) OBJET DE L'APPEL D'OFFRES: Dans le cadre de l'exécution du Budget d'Investissement Public 2021, l'Etat de Cameroun représenté par, le Maire de la commune d'Ako Donga-Mantung lance un Appel d'Offres national ouvert pour les travaux **DES EQUIPEMENT DE L'AUBERGE MUNICIPALE D'AKO, ARRONDISSEMENT D'AKO, DANS LE DEPARTEMENT DE DONGA - MANTUNG, REGION DU NORD-OUEST**

Consistance des travaux : Les travaux comprennent notamment des **équipement de l'auberge municipale d'Ako, arrondissement d'Ako, dans le département de Donga - Mantung, région du nord-ouest**

3) DELAI D'EXECUTION : Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de **soixante jours continus (02 mois)** à partir du jour de la notification de l'ordre de service.

Allotissement : Les travaux sont en un **(01)** lot ci-après définis : **équipement de l'auberge municipale d'Ako arrondissement d'Ako, dans le département de Donga - Mantung, région du nord-ouest**

4) Coût prévisionnel : Le coût prévisionnel de l'opération à l'issue des études préalables est de;

Projet	Localité	coût prévisionnel	Bon de commande	Achat DAO
équipement de l'auberge municipale d'Ako, arrondissement d'ako, dans le département de Donga - Mantung, région du nord-ouest	Ville d'Ako, dans l'arrondissement d'AKO,	18,628,093	372,560	37,250

5) Participation et origine : La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.

6) FINANCEMENT: Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du MINDDEVEL au titre de l'exercice 2022 assigné au Maire de Ako, sur la ligne d'imputation budgétaire. **Bon à savoir, cette publication est faite sous réserve de la disponibilité de l'imputation budgétaire du financement du projet.**

Objet	coût prévisionnel	N° de l'imputation	N° de l'autorisation de dépense
fournitures des équipements pour les bureaux de cmpj a la ville d'ako, arrondissement d'ako, dans le département de Donga - Mantung, région du nord-ouest	18,628,093 CFA	1X03332	56 27 100 02 6415502 524414 821

8).CAUTIONNEMENT PROVISOIRE: Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une **garantie** de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréé par le Ministère en charge des Finances d'un montant égal à **372,560** (Trois cent soixante-douze mille, cinq cent soixante) 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. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfet, Sous-Préfet ou Services Emetteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

9) 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 Contractant pendant les heures ouvrables à la commune d'Ako, Délégation Départemental de MINMAP - Donga Mantung et le service de ARMP Nord Oust.

10) ACQUISITION DU DOSSIER D'APPEL D'OFFRES: Le dossier d'appel d'offres 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 d'Ako, Délégation Départemental de MINMAP- Donga Mantung et le service de ARMP Nord Oust. Contre versement d'une somme non remboursable de **trente-sept mille, deux cent cinquante (37,250F) franc CFA**, payable à la Recette des Finances de la commune D'Ako ou d'autres trésors publics.

11) 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 commission interne de Passation des Marchés, situé à la commune d'Ako, au plus tard le **31/03/2022 à 10heures**. 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. Ce paquet devra porter la mention:

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

No. 012/AONO/MINDEVEL/RNO/DDM/AA/CA/CIPMCA/2022 DU 04/03/2022 POUR LES TRAVAUX ÉQUIPEMENT DE L'AUBERGE MUNICIPALE D'AKO, ARRONDISSEMENT D'AKO, DANS LE DEPARTEMENT DE DONGA - MANTUNG, REGION DU NORD-OUEST

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

12) 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.

13) Ouverture des plis: L'ouverture des plis se fera le **31/03/2022 à 11heures**, heure locale en une phase par la Commission Interne de Passation des Marchés de la Commune D'Ako, 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 étudiées par les membres de la Commission Interne de Passation des Marchés de la commune D'Ako. Les entreprises n'ayant pas obtenu au moins 80% des points de la notation sur des dossiers administratifs et techniques seront éliminées.

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

A - Critères éliminatoires

Il s'agit notamment:

- 1- Absence d'une pièce administrative ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à cinq mois);
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Absence ou insuffisance de la caution provisoire de soumission;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 6- Offres financière incomplète,
- 7- Absence d'un prix unité dans l'offre financière ;
- 8- Obtention des notes technique inférieure à **80%** au niveau des critères essentiels ;
- 9- Les entrepreneurs suspendus



B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Attestation et rapport de visite du site ;
- 7- Moyens logistiques ;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

15) Attribution: Cette évaluation sera binaire (**OUI ou NON**). Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disant, ayant satisfait à **100%** des critères éliminatoires et au moins 80% des critères essentiels.

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

17) Les Renseignements Complémentaires: Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables à la commune d'Ako.

18) 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.

Copies:

- MINMAP
- ARMP ;
- Maître d'Ouvrage;
- Présidents CPM;
- Chrono
- Affichage.

AKO, le 04 MARS 2022
LE MAIRE DE LA COMMUNE D'AKO
(AUTHORITE CONTRACTANTE)



Handwritten signature in blue ink.
Handwritten signature in red ink: Minai Godlove Nkiny.

DOCUMENT NO. 2:
GENERAL REGULATIONS OF THE INVITATION TO TENDER

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: SCOPE OF THE TENDER

1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereinafter referred to as "Contracting Authority" hereby launches an open national invitation to tender for the supply of equipment as described in the Tender File and briefly described in the Special Regulations.

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

Hereafter reference is made to it under the term "Supply".

1.2 The bidder retained or the successful bidder must complete the supply within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.

1.2 In this Tender File, the terms "Contracting Authority" and Delegated Contracting Authority" are interchangeable and the term "day" means a calendar day.

Article 2: FINANCING

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

Article 3: FRAUD AND CORRUPTION

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

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

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

Article 4: CANDIDATES ALLOWED COMPETING

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

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

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

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

- i) is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.
- (c) The bidder must not have been excluded from bidding for public contracts.

A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is

- (i) Legally and financially autonomous,
- (ii) Managed according to commercial laws and
- (iii) Not under the direct supervisory authority of the Contracting Authority.

Article 5: SUPPLIES EQUIPMENT AND AUTHORISED SERVICES

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

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

Article 6: QUALIFICATION OF BIDDER

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

- (a) submit a power of attorney making the signatory of the offer bound by the offer; and
- (b) Update the information included in their request for pre-qualification which may have changed.

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and contracts awarded;
- (iii) Pending litigations; and
- (iv) Availability of indispensable equipment.

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

- (a) The offer must include all the information listed in article 6(1) above;
- (b) The offer and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;

(d) The member of the group designated as the representative will represent all the undertakings vis à vis the Contracting Authority with regard to the execution of the Contract.

(e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

6.3 Bidders must 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.

Article 7: VISIT OF WORKS SITE

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

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

7.3 The Contracting Authority may organise a visit to the site of the supply during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of the invitation to tender.

B. Tender File

Article 8: CONTENT OF TENDER FILE

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

- a. The tender notice;
- b. The General Regulations of the invitation to tender;
- c. The Special Regulations of the invitation to tender;
- d. The Special Administrative Conditions;
- e. The Special Technical Conditions;
- f. The Unit price schedule;
- g. The bill of quantities and estimates;



- h. The sub details of prices;
- i. Model tender letter;
- j. Model bid bond;
- k. Model of bank guarantee in replacement of the retention fund;
- l. Model contract;
- m. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

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

Article 9: CLARIFICATIONS ON THE TENDER FILE

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

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

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

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

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

Article 10: AMENDMENT OF THE TENDER FILE

10.1 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.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Contracting Authority may postpone as is necessary, the deadline for the submission of offers, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C Preparation of offers

Article 11: TENDER COSTS

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

Article 12: LANGUAGE OF OFFER

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

Article 13: CONSTITUENT DOCUMENTS OF THE OFFER

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

a. Volume 1: Administrative file

It includes:

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



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

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

b. Volume 2: Technical offer

b.1 Information on qualifications

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

b.2 Methodology

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

B.3 Proof of acceptance of conditions of the contract

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

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

B.4 Commentaries (optional)

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

c. volume 3: financial offer

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

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

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: OFFER PRICE

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the offers, shall be included in the prices and in the total amount of the offer presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in Document No. 8.

Article 15: CURRENCY OF OFFER AND PAYMENT

- 15.1 In case of international invitations to tender, the currencies of the offer shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.
- 15.2 Option A: The amount of the offer shall be entirely made in the national currency (CFA franc). The amount of the offer, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in the CFA francs in the following manner:
- a) Prices shall be entirely drawn in CFA francs. The bidder who intends to commit expenditures in other currencies for the realisation of the works shall indicate in the annex to the tender the percentage(s) of the





amount of the necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

b) The exchange rates of the foreign currency in CFA francs used by the bidder to convert his offer into national currency shall be specified by him in an annex to the offer. This rate shall be applied to any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

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

a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

b) The prices of inputs necessary for works which bidder intends to procure out of Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

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

15.6 For national invitations to tender, the currency shall be the CFA franc.

Article 16: VALIDITY OF OFFERS

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

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

16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 17: BID BOND

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

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

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

17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.

17.6 The bid bond may be seized:

- a) If the bidder withdraws his offer during the period of validity;
- b) If the retained bidder:
 - i) fails in his obligation to register the contract in application of article 37 of the General Regulations;
 - ii) Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.

Article 18: VARYING PROPOSALS OF BIDDERS



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

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

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

Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT OF OFFERS

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

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

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

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

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

Article 20: FORM AND SIGNATURE OF OFFER

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

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

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

D. SUBMISSION OF OFFERS

Article 21: SEALING AND MARKING OF OFFERS

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

21.2 The external and internal envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 24 of the General Regulations.

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

Article 22: DATE AND TIME-LIMIT FOR SUBMISSION OF OFFERS

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



22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: LATE OFFERS

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

Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF OFFERS

24.1 A bidder may modify or withdraw his offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the offers. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".

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

24.3 Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.

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

E. OPENING OF ENVELOPES AND EVALUATION OF OFFERS

Article 25: OPENING OF ENVELOPES AND PETITIONS

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

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

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

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

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

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

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

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

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



Article 26: CONFIDENTIAL CHARACTER OF THE PROCEDURE

- 26.1: No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person concerned with the said procedure before the announcement of the award.
- 26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his award decision may cause the rejection of his offer.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority with reasons having to do with his offer may do so in writing.

Article 27: CLARIFICATIONS ON THE OFFERS AND CONTACT WITH THE CONTRACTING AUTHORITY

- 27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 29 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their offers, between the opening of envelopes and the award of the contract.

Article 28: DETERMINATION OF CONFORMITY OF OFFERS

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) 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
 - iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tender File.
- 28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of offers.

Article 29: QUALIFICATION OF THE BIDDER

The Evaluation sub-committee shall ensure that the successful bidder because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: CORRECTION OF ERRORS

- 30.1 The Evaluation sub-committee shall verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
 - (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
 - (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the offer shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the bid bond may be seized.



Article 31: CONVERSION INTO A SINGLE CURRENCY

- 31.1 To facilitate the evaluation and comparison of offers, the Evaluation sub-committee shall convert the prices of offers expressed in various currencies into those in which the offer is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: EVALUATION OF FINANCIAL OFFERS

- 32.1 Only offers considered as being in conformity, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
 - b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are cost in a competitive manner as specified in the Special Regulations.
 - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
 - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers.
- The Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.
- 32.4 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the offer.

Article 33: PREFERENCE GRANTED NATIONAL BIDDERS

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

F. AWARD OF THE CONTRACT

Article 34: AWARD

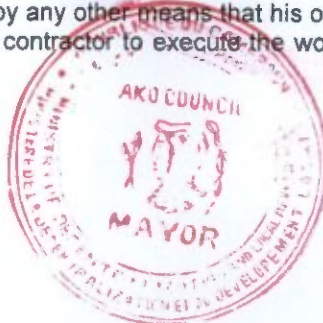
- 34.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of award.

Article 35: THE RIGHT BY THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister 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 36: NOTIFICATION OF THE AWARD OF THE CONTRACT

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



Article 37: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the offers.

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

37.3 After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

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

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

Article 38: SIGNING OF THE CONTRACT

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

38.2 The Contracting Authority has a deadline of four (4) 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.

38.3 The contract must be notified to the holder within one (1) day of its date of signature.

Article 39: FINAL BOND

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

39.2 The bond whose rate varies between 2 and 5 per cent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

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



**DOCUMENT No. 3:
SPECIAL REGULATIONS OF THE INVITATION TO TENDER**

TABLE OF CONTENTS

ARTICLE 1:	INTRODUCTION
ARTICLE 2:	RESPECTS AND CONDITION FOR TENDERS
ARTICLE 3:	TENDER DOCUMENTS
ARTICLE 4:	AMENDMENT OF BIDDING DOCUMENTS
ARTICLE 5:	CALCULATION OF CONTRACT PRICES
ARTICLE 6:	TENDER CONDITIONS
ARTICLE 7:	DURATION AND VALIDITY OF TENDERS
ARTICLE 8:	PRESENTATION OF THE TENDER.
ARTICLE 9:	OPENING OF BIDS AND EVALUATION OF TENDERS.
ARTICLE 10:	CANCELLATION OF INVITATION TO TENDERS
ARTICLE 11:	COMMENCEMENT OF WORK:



INTRODUCTION

ARTICLE 1: Definition of works:

The present invitation to tender has as subject: for the supply of equipment to municipal lodge in Ako town, Ako sub-division in Donga Mantung Division in the North West Region.

The details are shown in the Special Technical Clauses (STC).

The services are carried out on behalf of the Republic of Cameroun represented by the Mayor of Ako Council and are financed by the Budget of Public Investment of the Ministry of Decentralization and Local Development (2022).

OPEN NATIONAL INVITATION TO TENDER

Nº 012/ONIT/MINDEVEL/NWR/DMD/ASD/AC/ACITB/2022 OF 26/03/2022

FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION.

1.2 Duration of Execution:

The maximum deadline provided for by the Contracting Authority shall be **sixty (60)** days per lot from the date of the notification of the service order for work to start.

ARTICLE 2: Source of financing:

Works which form the subject of this invitation to tender are financed by the Public Investment Budget of the Ministry of Decentralization and Local Development (2022).

ARTICLE 3: Participation and origin:

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

ARTICLE 4 : Places of Work:

The place of execution of work is:

Ako Town, in Ako Sub Division, Donga Mantung Division, North West Region

ARTICLE 5: Main evaluation criteria:

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

A. Eliminary criteria

- 1- Absence or non-conformity of an element in the administrative file;
- 2- Deadline for delivery higher than prescribed;
- 3- False declaration or falsified documents;
- 4- Absence or insufficient bid bond or from an unauthorised financial institution
- 5- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- 6- Incomplete financial file,
- 7- Omission of a unit price in the financial bid,
- 8- Change of units or quantity in the Financial Bid;
- 9- Bidders suspended from public contract procurement.
- 10- Any bidder with one or more uncompleted projects

B. Essential criteria

- 1- General presentation of the tender files;
- 2- References of the company in similar achievements;
- 3- Quality of the personnel per lot requested;
- 4- Technical organization of the works;
- 5- Logistics;
- 6- Financial capacity;
- 7- Attestation and report of site visit
- 8- Special Technical Clauses initialed in all the pages;
- 9- Special Administrative Clauses completed and initialed in all the pages;
- 10- Safety measures on the site.

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

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

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum from at least **80%** of the essential criteria taken in account.

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



least 70% of the essential criteria.

ARTICLE 6 : Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the tenderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

ARTICLE 7: Presentation of the tender:

The bids prepared in English or French and in six (06) copies with one (01) original and five (05) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative Documents
- B) Technical Documents
- C) Financial Documents

7.1 External envelope.

Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.

<< OPEN NATIONAL INVITATION TO TENDER

Nº 012/ONIT/MINDEVEL/NWR/DMD/ASD/AC/ACITB/2022 OF 26/03/2022

**FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB DIVISION, DONGA
MANTUNG DIVISION, NORTH WEST REGION. >>**

FINANCING: 2021 PIB

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

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

7.2 Internal envelopes

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

The first internal envelope shall be labeled:

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

ENVELOPE A: ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force
A.2	Certified Copy of the Business Registration, not more than three months old
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by Ako council treasury or any public treasury
A.6	A bid bond of three hundred and seventy two thousand, five hundred and sixty FCFA (372,560) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	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.
A.9	A valid Certificate of imposition certified by the chief of tax Centre
A.10	Business License (photocopy certified by the chief of tax Centre, not more than three months).
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of tax Centre.

A.12	A Clearance Certificate signed by the chief of tax Centre 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.
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The absence or the nonconformity of one of these documents will result to the elimination of the offer

ENVELOPE B: TECHNICAL DOCUMENTS.

DESIGNATION
B1: REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS ➤ List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. Minimum acceptable: 02 Contracts realized in the domain of supply of medical Equipment in health institutions over the past 05 years.
B2: PERSONNEL Qualification of the project engineer: (senior medical Technician ie a practicing Doctor on the field)
B5 FINANCIAL CAPACITY ; An attestation of financial capacity at least equal to the cost of the lot all taxes inclusive (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.
B6 SITE VISIT 1- Attestation of site visit signed by the Lord Mayor of Ako council. (Upon presentation of site visit report and photos by bidder) ➤ Justifications of site visit (Photos) Site visit report signed by a representative of the company
B7 ENGAGEMENT OF BIDDER ➤ Special Technical Clauses initialed in all the pages ➤ Special Administrative Clauses completed and initialed in all the pages

The third Internal Envelope shall be labeled

ENVELOPE C: FINANCIAL DOCUMENTS

No.	DESIGNATION.
C1	Declaration of intention to tender, signed, dated and stamped.
C2	Completed and signed mail Enclosure of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices



- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with color guides from as well in the original as in the copies, so as to facilitate its examination.

Supply price

ARTICLE 8: Currency of payment:

This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit Schedule price expressed out in figures and letters and in six (06) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers.

ARTICLE 9: Transport and delivery:

The equipment must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

This equipment will have to be delivered in good condition and to be installed by the contractor within the structures concerned.

ARTICLE 10: Guarantee and retention guarantee:

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at one million, eight hundred and sixty two thousand, eight hundred and nine (1,862,809) CFAF

The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, with the final reception of work.

ARTICLE 11: Period of validity of the offers:

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers.

If at the end of this period, the contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 12: A number of copies of the offer which must be filled and sent:

The tender, as all the parts accompanying it will have to be given in six (06) copies, including one (01) original and five (05) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

**OPEN NATIONAL INVITATION TO TENDER
N° 012/ONIT/MINDEVEL/NWR/DMD/ASD/AC/ACITB/2022 OF 26/03/2022
FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB DIVISION, DONGA
MANTUNG DIVISION, NORTH WEST REGION.
"TO BE OPENED ONLY DURING THE OPENING SESSION"**

ARTICLE 13: Date and latest time of deposit of offers:

The offers will have to arrive under closed fold and seal latest 26/03/2022 at 10:00am, standard time, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT
NORTH WEST REGION
DONGA MANTUNG DIVISION
AKO SUBDIVISION / AKO COUNCIL
SERVICE OF AWARD OF CONTRACTS**

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders:

The opening of the folds will be carried out in the Ako council office, or the building of the divisional Treasury Donga Mantung, on 26/03/2022 as from **11:00 AM standard time**, by the Ako Council Internal Tenders Board, sitting in the presence of the duly selected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the contract:

The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 70% (seventy percent) of the essential criteria** taken into account.

The decision carrying attribution of the contract will be published by way of press release or any other means of publication of use in the Administration.

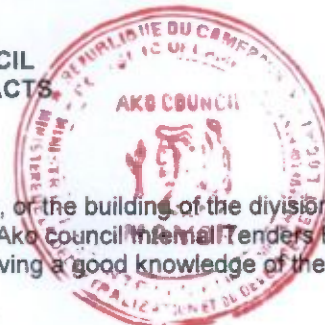
If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer.

The contracting authority reserves the right not to take action on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.

ARTICLE 16: COMMENCEMENT OF WORK:

1. The contractor shall start work immediately the contract had been signed and after the notification of the Administrative Order to commence work had been issued.



DOCUMENT No. 4:
SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)

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- Article 13 - Payments for the works
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- Article 36 - Termination of the contract
- Article 37 - Force majeure
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- Article 39 - Drafting and dissemination of this contract
- Article 40 - and last: Entry into force of the contract



CHAPTER I: GENERAL PROVISIONS

ARTICLE 1: SUBJECT OF CONTRACT:

The subject of this contract shall be: the supply of equipment to municipal lodge in Ako town, Ako Sub Division in Donga Mantung Division, North West Region.

ARTICLE 2: CONTRACT AWARD PROCEDURE:

This contract shall be awarded by AN OPEN NATIONAL INVITATION TO TENDER

ARTICLE 3: DEFINITIONS AND DUTIES:

1. General definitions

- The Contracting Authority shall be the **MAYOR OF AKO COUNCIL**.

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

- The Contract Manager shall be the **Divisional Delegate of MINDDEVEL Donga Mantung**. 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 Donga Mantung*. Shall do a regular follow-up of the work execution.
- The project manager shall be the **Council Development Officer of Ako Council**
- The contractor shall be *to be specified*.

2. Security

- The authority in charge of ordering payment shall be the **Mayor of Ako Council**. He shall ensure the interest of the project owner in all stages of the contract;
- The authority in charge of the clearance of expenditures shall be *the Municipal Treasurer of Ako council*;
- The body or official in charge of payment shall be *the Municipal treasurer*. The official competent to furnish information within the context of execution of this contract shall be *the Divisional Delegate of Public Contracts*.

ARTICLE 4: LANGUAGE, APPLICABLE LAW AND REGULATION:

1. The language to be used shall be *English or French*.
2. The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon and these 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: CONSTITUENT DOCUMENTS OF THE CONTRACT:

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

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the **Special Administrative Conditions (GAC)** and the **Special Technical Conditions (STC)** referred to above;
- 3) The **Special Administrative Conditions (SAC)**;
- 4) The **Special Technical Conditions (STC)**;
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents *[insert and indicate, where need be, names and references]*.
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract.

ARTICLE 6: GENERAL INSTRUMENTS IN FORCE:

This contract shall be governed by the following general instruments

1. Decree No.2012/074 of 08 March 2012 bearing on the creation ,organisation and functioning of Tender Boards;
2. Decree No.2012/075 of 08 March 2012 bearing on the organisation of the Ministry of Public Contracts;
3. Decree No.2012/076 of 08 March 2012 modifying and completing some dispositions of decree No 2001/048 of 23 February 2001 bearing on the creation, organisation and functioning of the Public Contracts Regulatory Board
4. Circular No 001/CAB/PR of 19 June 2012 relating to the award and the control of execution of Public Contracts
5. Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;

6. 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;
7. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance
8. Circular No.00008349/C/MINFI of 30/12/2019 relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
9. Applicable standards;
10. Other instruments specific to the domain concerned with the contract.

ARTICLE 7: COMMUNICATION:

1. All notifications and written communication within the framework of this contract shall be sent to the following address:
 - a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after completion of the works, correspondences shall be validly addressed to the *mayor of Ako Council*;
 - b) In the case where the Contracting Authority is the addressee:
The Mayor of Ako Council with a copy addressed to the Contract Manager and Contract Engineer, where need be.
2. The contractor shall address all written notifications or correspondences to the control with a copy to the Contract Manager.

ARTICLE 8: ADMINISTRATIVE ORDERS:

1. The Administrative Order to start execution shall be signed by the **Mayor of the Municipality**. Failure to notify within a time limit of **5 days**, the **Contracting Authority** will proceed to the notification.
2. Administrative Orders with financial incidence likely to modify the time-limits shall be signed and notified by the **Contracting Authority**.
3. Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed and notified by the **Contract Engineer**.
4. Administrative Orders serving as warnings shall be signed by the **Contracting Authority**.
5. The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

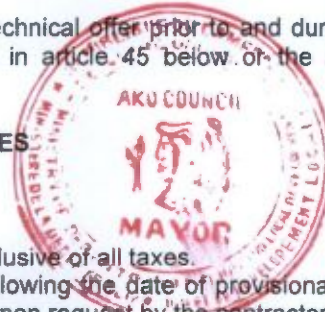
ARTICLE 9: CONTRACTOR'S STAFF:

1. Any modification, even partial, made to the technical offer shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
2. In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Manager within fifteen (15) days of the notification of the Administrative Order to start execution. The Project Manager has eight (8) days to notify his opinion in writing with a copy being sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
3. Any unilateral modification on the supervisory staff made in the technical offer prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties

CHAPTER II: FINANCIAL CLAUSES

ARTICLE 10: GUARANTEES AND SECURITIES:

1. *Final bond*
The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes.
The guarantee must be returned or released within one month following the date of provisional reception of the works, following a release issued by the Contracting Authority upon request by the contractor.
Performance bond
The retention fund shall be set at 10 % maximum of the amount of the contract, inclusive of all taxes.
The return or release of the retention fund or security shall be done within one month after final reception by release issued by the Contracting Authority upon request by the contractor.
2. *Guarantee of start-off advance*
A start-off advance of twenty per cent (20%) could be granted to the contractor on his request, following the notification of the contract against a one hundred per cent bank guarantee (100%). This one will be restored or raised at the reception. eighty per cent of the value of the contract at reception on presentation of the invoices established in ten (10) specimens whose original will be stamped in accordance with the regulations in force'
 - Amount exclusive of VAT: _____ (_____) CFA F
 - Amount of VAT: _____ (_____) CFA F.



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

ARTICLE 11: PLACE AND METHOD OF PAYMENT:

1. In return for the payments to be done by the Contracting Authority to the contractor under the conditions laid down in the contract, the contractor is bound by these provisions to execute the contract in accordance with the provisions of the contract.
2. The Contracting Authority shall release the sums due in the following manner:
 - a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in the _____ bank.

ARTICLE 12: PRICE VARIATION:

Prices shall be firm

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

ARTICLE 13: ADVANCES:

1. The Contracting Authority *shall* grant a start-off advance equal to 20% of the amount of the contract.
2. The time-limit for payment of the start-off advance is fixed at _____ days from the date of its request by the contractor.

ARTICLE 14: PAYMENT FOR SUPPLY:

1. Establishment of works executed

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

2. Monthly detailed account

Not more than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as result of the execution of the contract since the start of the contract.

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

The Contracting authority and Contract Engineer have a maximum time-limit of twenty-one (21) days to sign the detailed accounts and forward them to the accountant in charge of payment.

A copy of the corrected detailed account is returned to the contractor, if need be.

3. Detailed account of start-off account (if need be).

ARTICLE 15: PENALTIES FOR DELAYS:

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

ARTICLE 16: PAYMENT IN CASE OF A GROUP OF ENTERPRISES:

1. For this project, there is no room for group of enterprises nor joint and sub-contractors.

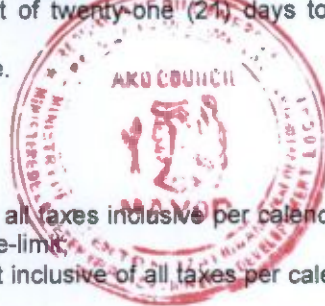
ARTICLE 17: FINAL DETAILED ACCOUNT:

After completion of the works and within a maximum time-limit of 30 days after the date of provisional reception, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

1. The time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager is 30 days maximum.
2. The time-limit available to the contractor to return the signed final detailed account is 30 days maximum.

ARTICLE 18: GENERAL AND FINAL DETAILED ACCOUNT:

1. The time-limit available for the Contract Manager or the Project Manager to establish the general detailed account and forward to the contractor after final acceptance is 30 days maximum.



At the end of the guarantee period which results in the final reception of the works, the Control engineer draws up the general and final detailed accounts of the contract which he has had signed by the contractor. This detailed account includes:

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

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

2. *The time-limit available to the contractor to return the signed final detailed account is 30 days maximum.*

ARTICLE 19: TAX AND CUSTOMS REGULATIONS:

- 1) Decree No. 2003/651 of 16 April 2003 to lay down the conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:
 - Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
 - Registration dues in accordance with the Tax Code;
 - Dues and taxes attached to the execution of services provided for in the contract;
 - o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
 - o Council dues and taxes;
 - o Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices means VAT included.

ARTICLE 20: STAMP DUTY AND REGISTRATION OF CONTRACTS:

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

CHAPTER III: EXECUTION OF WORKS

ARTICLE 21: DURATION OF EXECUTION OF THIS CONTRACT:

1. The time-limit for the execution of the works forming the subject of this contract shall be: *sixty (60) calendar days.*
2. This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works or *that fixed in this Administrative Order.*

ARTICLE 22: ROLE AND RESPONSIBILITIES OF THE CONTRACTOR:

The detailed and general plan of progress of the works shall be communicated to the Project Engineer in five (05) copies at the beginning of each month.

ARTICLE 23: PROVISION OF DOCUMENTS AND SITE:

A reproducible copy of the plans featuring in the Tender File shall be submitted by *the contract Engineer.*

ARTICLE 24: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES:

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter

- Insurance against risks of damages caused to third parties by its paid personnel in active service at work, by the equipment they use in the works
- Comprehensive insurance of the site;
- Insurance covering its ten-year obligation.

ARTICLE 25: NATURE OF THE SUPPLY:

Work to be done consists of the following activities:

- Purchase of equipment as in the bill of quantity and estimate;
- Transportation and supply of the said equipment to the municipal lodge in Ako Town;
- Installation of the said equipment in the municipal lodge in Ako Town (Ako Council);
- Clearing of debris after installation of the said equipment;
- Testing of the equipment to ensure that they are in good state;
- Other activities

ARTICLE 26: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR:

Programme of works, Quality Assurance Plan and others to be specified.

- a) Within a maximum time limit of *Seven (07) days* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *five (5) copies* for the approval of **chief of Control**

brigade MINMAP and the Control Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan.

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

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

- Either the indication "GOOD FOR EXECUTION";
- Or the indication of their rejection including the reasons for the said rejection.

The contractor has five (5) days to present a new one. The **chief of Control brigade MINMAP and the Contract Engineer** then have a deadline of five (5) days to give his approval or possibly make remarks. In this case, the procedure is started all over without this affecting the contractual time-limit.

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

The contractor will constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the **Control Engineer**.

- a) The Environment Management Plan should bring out notably the choice technical conditions for reinstating the works and installation sites.
- b) The contractor shall indicate in this programme the equipment and methods which he intends to use as well as the personnel he intends to employ.
- c) The approval granted by the **chief of Control brigade MINMAP and the Contract Engineer** shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

1. Execution draft

- a) The execution plan documents *calculations and drawings* necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the **Contract Manager** at least one month prior to the date provided for the commencement of realisation of the corresponding part of the structure.
- b) The **chief of Control brigade MINMAP and the Contract Engineer** have a deadline of *five (5) days* to examine and make known his observations. The contractor then has a deadline of *five (5) days* to present a new file including the said observations.

ARTICLE 27: ORGANISATION AND SAFETY OF SITES:

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

ARTICLE 28: IMPLANTATION OF STRUCTURES:

The **chief of Control brigade MINMAP** shall notify within **03 (three)** days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

ARTICLE 29: SUB-CONTRACTING:

This present Jobbing order does not offer any opportunity for contractor to sublet the execution of any phase of the contract.

CHAPTER IV: RECEPTION

Article 33: TECHNICAL AND PROVISIONAL RECEPTION:

33.1 Pre- Reception Operations:

Before the reception of the supplies, the supplier shall ask in writing to the project owner to organize a technical visit for pre-reception.

These operations shall be subject to a site report drawn up on the field, signed by the following.

- The Project Owner,
- Contract Engineer,
- Chief of control brigade MINMAP or representative
- The project Manager and
- Countersigned by the contractor.

During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the contract.

33.2 Reception Commission:

The reception commission shall comprise:



- | | |
|---|-------------|
| 1- The Authorizing Officer | (Chairman) |
| 2- The Contractor or his Representative..... | (Member) |
| 3-The contract Manager | (Member) |
| 4- The project manager | (Member) |
| 5-The Contract Engineer..... | (Secretary) |
| 6- The Divisional Delegate, MINMAP or his representative..... | (Observer) |
| 7-Control brigade, MINMAP, | (Observer) |
| 8-The Stores Accountant, Ako Council, | (member) |

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 minutes of acceptance shall be written and signed on the spot by all members of the commission. However, the minutes shall be valid if 2/3 of the members signs.

ARTICLE 34: GUARANTEE PERIOD:

The guarantee period is six (06) months from the date of the provisional reception for the section of new supplied works.

ARTICLE 35: FINAL RECEPTION:

1. Final reception shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee.
2. The procedure for final reception shall be the same as for provisional acceptance.

CHAPTER V: SUNDRY PROVISIONS

ARTICLE 36: TERMINATION OF THE CONTRACT:

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in cases of:

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

ARTICLE 37: CASE OF FORCE MAJEURE:

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

- *Rainfall: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: decennial flood frequency.*
- *uprising for more than a week*

ARTICLE 38: DISAGREEMENTS AND DISPUTES:

Where no amicable solution can be found for a disagreement, this agreement is brought before the competent Cameroonian jurisdiction, subject to the following provisions:

ARTICLE 39: PRODUCTION AND DISSEMINATION OF THIS CONTRACT:

Seven (7) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

ARTICLE 40 AND LAST: ENTRY INTO FORCE OF THE CONTRACT:

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



**DOCUMENT NO. 5
SPECIAL TECHNICAL CONDITIONS (STC)**

TECHNICAL SPECIFICATIONS JOURNAL FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN

The STC constitute the basis of verification of the conformity of the supplies and their evaluation. Consequently, well defined STC 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 STC 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 STC 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 STC.

- The use of the metric system is highly recommended.

- The standardisation of STC may have advantages and depends on the complexity of the supplies and the repetitive nature of the award of contracts under consideration. The STC 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 Delegated 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.

- This technical specifications concern the supply of office equipment and furniture to the multipurpose youth Centre in in Ako Town, Ako sub Division, Donga Mantung Division of North West Region. It is the duty of the contractor to carry out the supplies as per these specifications. These technical specifications have as objective the definition of the consistence of supplies to be made and thus, shall be strictly respected. The supplies and ancillary services must conform to the following specifications and standard:



**TECHNICAL SPECIFICATION FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN,
AKO SUB DIVISION, DONGA MANTUNG DIVISION OF NORTH WEST REGION**

NO.	MERCURALE NO.	DESCRIPTION	UNIT
01		Foldable table	No
02		Conference chair	No
03		Couch chair	Set
04		Wooden bed	No
05		Bedsheet	No
06		Pilor case	No
07		Blanket	No
08		Comforter	No
09		Pilors	No
10		32" television	No
11		42" television	No
12		Large mirror	No
13		Decorating frame	No
14		15 litres bathing bocket	No
15		Toilet tissue	No
16		Bathing towel	No
17		Musical set	no
18		DSTV Decoder	no
19		Fans	no
20		TV stand	No
21		Mirror stand	No
22		Trash can	No
23		Toilet tissue holder	No
24		Generator	No
25		Drinking glasses	set
26		Breakable plate	Dozen
27		Tea spoon	Dozen
28		Tea cup	Set
29		Eating spoon	Dozen
30		Fork	Dozen
31		Dishes	Set
32		Gass bottle	No
33		Gas plate	No
34		Coffee heater	No
35		Freezer	No
36		Kitchen knife	Set
37		Dish stand	No
38		Plate holder	No
39		Spoon stand	No
40		Preasure cocker	No
41		Electric cocker	No
42		Cooking pot	No
43		Cocking spoon	Set
44		Frying spoon	Set
45		FM microphone	No
46		Environmental Impact Screening	LS





DOCUMENT N°. 06
THE UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA-MANTUNG DIVISION				
ITEM	DESCRIPTION	UNIT	U.P in figures	U.P in words
01	Foldable table	No		
02	Conference chair	No		
03	Couch chair	Set		
04	Wooden bed	No		
05	Bedsheet	No		
06	Pilor case	No		
07	Blanket	No		
08	Comforter	No		
09	Pilors	No		
10	32" television	No		
11	42" television	No		
12	Large mirrow	No		
13	Decorating frame	No		
14	15 litres bathing bocket	No		
15	Toilet tissue	No		
16	Bathing towel	No		
17	Musical set	no		
18	DSTV Decorder	no		
19	Fans	no		
20	TV stand	No		
21	Mirror stand	No		
22	Trash can	No		
23	Toilet tissue holder	No		
24	Generator	No		
25	Drinking glasses	set		
26	Breakable plate	Dozen		
27	Tea spoon	Dozen		
28	Tea cup	Set		
29	Eating spoon	Dozen		
30	Fork	Dozen		
31	Dishes	Set		
32	Gass bottle	No		
33	Gas plate	No		
34	Coffee heater	No		
35	Freezer	No		
36	Kitchen knife	Set		
37	Dish stand	No		
38	Plate holder	No		
39	Spoon stand	No		
40	Preasure cocker	No		
41	Electric cocker	No		
42	Cooking pot	No		
43	Cocking spoon	Set		
44	Frying spoon	Set		
45	FM microphone	No		
46	Environmental Impact Screening	LS	75,000	



DOCUMENT N°. 07
BILL OF QUANTITIES AND COST ESTIMATES

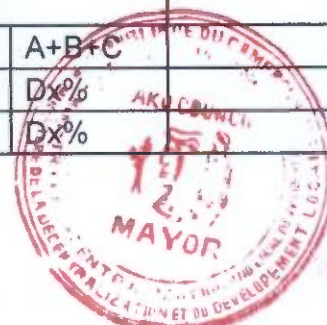
BILL OF QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA-MANTUNG DIVISION					
ITEM	DESCRIPTION	UNIT	Q'TY	RATE	AMOUNT
01	Foldable table	No	12		
02	Conference chair	No	72		
03	Couch chair	Set	01		
04	Wooden bed	No	13		
05	Bedsheet set	No	17		
06	Pilor case	No	17		
07	Blanket	No	17		
08	Comforter	No	17		
09	Pilors	No	34		
10	32" television	No	17		
11	42" television	No	02		
12	Large mirror	No	17		
13	Decorating frame	No	34		
14	15 litres bathing bocket	No	34		
15	Toilet tissue	No	500		
16	Bathing towel	No	34		
17	Musical set	Set	01		
18	DSTV Decoder	Set	01		
19	Fans	No	20		
20	TV stand	No	17		
21	Mirror stand	No	17		
22	Trash can for bed rooms	No	20		
23	Toilet tissue holder	No	17		
24	Generator	No	02		
25	Drinking glasses (for wine, beer, whisky and water)	Set	40		
26	Breakable plate	Dozen	05		
27	Tea spoon	Dozen	10		
28	Tea cup	Set	50		
29	Eating spoon	Dozen	10		
30	Fork	Dozen	10		
31	Dishes	Set	10		
32	Gas bottle filled with cooking gas(1 long and 2 normal)	No	03		
33	Gas plate, large size with drier	No	03		
34	Coffee heater	No	05		
35	Freezer	No	01		
36	Kitchen knife	Set	10		
37	Dish stand	No	02		
38	Plate holder	No	03		
39	Spoon stand	No	15		
40	Pressure cocker	No	05		
41	Electric cocker	No	05		
42	Cooking pot of various kind	No	10		
43	Cooking scoop of various kind	No	10		
44	Cocking spoon	Set	05		
45	Frying spoon/pan	Set	05 each		
46	Deep freezer	No	01		
47	Complete set of solar refrigerator	No	01		
	Environmental Impact screening	LS	75,000		



TOTAL without taxes				
VAT: 19.25%				
AIR: 2.2% or 5.5%				
Total taxes inclusive				
Net payable				

DOCUMENT NO. 8:
FRAMEWORK OF SUB-DETAIL OF PRICES

SUB-DETAIL PRICES					
DESIGNATION :					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MECHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	





G	NET COST	D+E+F	
H	RISK + BENEFITS	Gx%	
P	TOTAL COST (HT)	G+H	
V	UNIT COST (HT)	P/Q'TY	

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH WEST REGION

DONGA MANTUNG DIVISION

AKO SUB DIVISION
AKO COUNCIL

AKO COUNCIL INTERNAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE DONGA MANTUNG

ARRONDISSEMENT D'AKO

COMMUNE D'AKO

COMMISSION INTERNE DE PASSATION DE
MARCHES DE LA COMMUNE D'AKO

DOCUMENT NO. 9 MODEL JOBBING ORDER

JOBGING ORDER No...../JO/MINDEVEL/NWR/DMD/ASD/AC/ACITB/2021 OF..... AWARDED
FOLLOWING OPEN NATIONAL INVITATION TO TENDER No.
012/ONIT/MINDEVEL/NWR/DMD/ASD/AC/ACITB/2021 OF 26/03/2022 FOR EQUIPMENT OF MUNICIPAL LODGE
IN AKO TOWN, AKO SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION.

ENTERPRISE: [indicate name and full address of holder]

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

Business Registry No. _____ at

Taxpayer's No. _____

PLACE OF EXECUTION:

EXECUTION DEADLINE: _____ 60 _____ days

AMOUNT IN CFA F:

ATI	
ATE	
VAT	
AIR	
Net to be paid	

FINANCING : 2021 Public Investment Budget

BUDGET HEAD :

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____



REGISTERED ON: _____

BETWEEN

The State of Cameroon represented by the MAYOR OF AKO COUNCI. Contracting Authority,
hereafter known as the "Administration"
ON THE ONE HAND

AND

THE COMPANY:

Represented by the General Manager
Hereafter known as << The Contractor >>

ON THE OTHER HAND

THE FOLLOWING AGREEMENT HAS BEEN ENTERED INTO.

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

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





FORMS

DOCUMENT N°10 –MODEL FORMS APPLICABLE

**FORM N° 1:
DECLARATION OF THE INTENTION TO TENDER**

COMPANY's LETTER HEAD

DECLARATION OF THE INTENTION TO TEND

Fiscal stamp

I, the undersigned Mr./Mrs

Nationality

Function

In my capacity as General Manager of P.O. BOX TEL:.....

Hereby acknowledge receipt of the file for Tender Notice

N°..... of

Concerning the

And hereby declare my intention to tender for the said contract.

Done at On the

1000





FORM NO. 02
THE MODEL TENDER LETTER

I (We) the undersigned
Acting in the capacity of in the name and on behalf of.....
.....atRC N°.by virtue of the power
vested in me (us), resident at (Town), P.O. Box....., telephone N°.
..... after having studied all the documents of the tender file relating to the Invitation to Tender
N°., and after having assessed in my (our) point of view and under my (our)
responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and
commit myself (ourselves) to carry out works for **THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN
AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION** in keeping with the
terms and conditions of the tender file in return for the sum of (.....) francsCFA.
Total without Tax+VAT, calculated on the basis of the unit prices stated in the Unit Price List and the
detailed estimates, appended to this tender. The prices stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within sixty
(60) calendar days as from the date of notification of the award of contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a
period of sixty (60) days with effect from the deadline of submission of bids.

I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in the national
currency (FCFA) in account No..... opened in the name of.....
in the records of (Bank) at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be enclosed
with the tender letter.

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

Signature(s)

Bidder(s)

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned » (Name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned,..... »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves »

Fiscal stamp

1000





FORM N° 03
THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To the Mayor of AKO COUNCIL, Donga Mantung Division, Republic of Cameroon

Invitation to Tender No.

BID BOND FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION.

The Contractor (5)hereby submits on to the Mayor of Ako council, a bid relating To **THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the **MAYOR OF AKO COUNCIL** in his capacity as Contracting Authority, a bid bond amounting to CFA Francs(6).

By this guarantee, we the undersigned,(7).....with our registered office in, are committed towards the **MAYOR OF AKO COUNCIL**, through the bidder for the sum of CFA Francs(in figures).....(in full).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by the **MAYOR OF AKO COUNCIL**, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the **MAYOR OF AKO COUNCIL** This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the company shall be the successful bidder, after presentation of the performance bond which shall be kept by the **MAYOR OF AKO COUNCIL**. The contracting authority.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank





FORM N° 04
MODEL BID BOND

Whereas _____ (Hereafter
called the "the bidder") has submitted its bids dated _____, Here in after
called "the bid")

KNOW YE ALL PEOPLE by the presence that WE _____,
having our registered office at _____ hereinafter called
"the Bank", are bound onto the **MAYOR OF AKO COUNCIL** (hereinafter called "the Contracting
Authority) in the sum of _____ for which payment will and truly be made
to the said Contracting Authority, the bank binds itself, its successors, and assigns by the present if our client
refuses or incapable of completing the jobs as stipulated in the contract.

We undertake to pay the Contracting Authority up to the above amount upon receipt of his first written
demand, without the Contracting Authority having to substantiate his demand, provided that in his demand
the Contracting Authority will note that the amount claimed by him is due to him, owing to the occurrence
of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including _____ () days after the period of bid
validity. Any demand in respect thereof should reach the bank not later than the above date.

Sealed with the common seal of the said bank this _____ day of _____

SIGNATURE OF BANK AUTHORITY





FORM N° 05

THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank

Reference of guarantee: No.

To: MAYOR OF AKO COUNCIL, REPUBLIC OF CAMEROON

Invitation to Tender No. **PERFORMANCE BOND FOR THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN IN AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION** We..... (Bank) have been informed that a contract has been signed between the **Mayor of Ako Council**, acting in the capacity of Contracting Authority, and....., acting as contractor for **THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**. In compliance with the provisions of Contract N°., the contractor is bound to present to the **MAYOR OF AKO, Contracting Authority**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs -----

We,(bank) do hereby commit ourselves irrevocably and without arguing to pay to the **MAYOR OF AKO** at his first written request, and three (03) months the amount of this bond, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully take this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the **MAYOR OF AKO** The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the **MAYOR OF AKO** council.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Msr).....

Signature(s) & stamps



**MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF
ADVANCE**

Bank

Reference of guarantee No.....

To MAYOR OF AKO, Republic of Cameroon

Invitation to Tender N°.

**BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE
SUPPLY WORKS**

We..... (Bank) have been informed that a contract shall be signed
between the **MAYOR OF AKO COUNCIL**, acting in the capacity of Contracting Authority, and.....
....., acting as contractor for **THE SUPPLY OF EQUIPMENT TO MUNICIPAL LODGE IN AKO
TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

In compliance with the provisions of Article of Contract N°., the contractor shall be
bound to present to the **MAYOR OF AKO COUNCIL**, Contracting Authority, a bank guarantee with the
purpose to assure the refund of the start-off advance granted to the company and amounting to CFA Francs

We,(bank) do hereby commit ourselves, irrevocably and without arguing
to pay to **MAYOR OF AKO COUNCIL**, at the written request the **MAYOR OF AKO COUNCIL** and
within four (04) weeks the amount of this guarantee, that is to say. all the
amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his
obligations under the contract.

The request to partially or fully take this guarantee shall be the subject of a registered letter of justification
with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for
his request. This letter shall be countersigned by the **MAYOR OF AKO COUNCIL**.

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of
this guarantee shall be kept by the Ako Council Internal Tenders Board (ACITB). The guarantee shall be
released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply
and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of
Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps



FORM N° 07

THE MODEL UNDERTAKING BY THE BIDDER

Name of project:.....Invitation to tender N° :

Project title..... at

I (We) the undersigned (8)

Acting in the capacity of (9)in the name and on behalf of

(10)..... atRC N°by

virtue of the power vested in me (us), domiciled at P.O. Box..... (Town), telephone

No., after having studied all the documents of the tender file relating to the Invitation

to Tender No....., and after having assessed in my (our) point of view and under

my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby

tender and commit myself (ourselves) to carry out works for **THE SUPPLY OF EQUIPMENT TO MUNICIPAL**

LODGE IN AKO TOWN, AKO SUB-DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION in

keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within
.....(.....)months as from the date of notification of award of the contract.

I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a
period of sixty (60) days with effect from the deadline of submission of bids.

Done at, on

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name



ANNEX N° 06
MODEL OF SITE VISIT REPORT
[not more than five (05) pages]

I) INTRODUCTION

TENDER N° (with project title).....

NAME OF COMPANY.....

DATE:..... TIME:.....

II) COMMENTARY:

II-1) Nature of the project site.....

II-2) Accessibility to the project site:

II-3) Vegetation (trees, shrubs etc).....

II-4) Topography of the site.....

**NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO
JUSTIFY MY COMMENTARY ABOVE**

III) AVAILABILITY OF SERVICES ACCESS ROAD

V) DIFFICULTIES:

V) CONCLUSION.....

SIGNATURES AND STAMPS

PROJECT OWNER	CONTRACTOR
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DOCUMENT N°10

LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS

Note relating to banking establishments and financial bodies authorized to issue bonds

The Contracting Authority or Delegated Contracting Authority is bound to insert, at this level, a copy of the instrument by the Minister in charge of Finance giving the updated list of banking establishments approved by MINFI to issue bonds for public contracts in accordance with the Public Contracts Code.

LISTE DES BANQUES AGREEES PAR LE MINFI

- 1- Afrikland First Bank (First Bank);
- 2- Banque Internationale du Cameroun pour l'Épargne et le Crédit (BICCEC) ;
- 3- CITI BANK Cameroon (CITI-C);
- 4- COMMERCIAL BANK CAMEROON (CBC);
- 5- ECOBANK Cameroun (ECOBANK);
- 6- National Financial Credit Bank (NFC-BANK);
- 7- Société Commerciale de Banque Cameroun (CA-SCB);
- 8- Société Générale des Banques au Cameroun (SGBC) ;
- 9- Standard Chartered Bank Cameroon (SCBC);
- 10- City Bank Cameroon (City group);
- 11- Union Bank of Cameroon (UBC).
- 12- United Bank for Africa (UBA)
- 13- Banque Atlantique du Cameroun (BACM);

This list is available at ARMP

B- INSURANCE COMPANIES

- 1- Chanas Assurances;
- 2- Activa Assurances;
- 3- Zennith Insurance

