REPUBLIC OF CAMEROON Peace - Work - Fatherland



REPUBLIQUE DU CAMEROUN Paix – Travail – Patrie

MINISTRY OF DECENTRALISATION & LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF TECHNICAL SERVICES

OPEN NATIONAL INVITATION TO TENDER

PROJECT OWNER:

THE CITY MAYOR OF BAMENDA CITY COUNCIL

DELEGATED CONTRACTING AUTHORITY:

THE CITY MAYOR OF BAMENDA CITY COUNCIL

TENDER BOARD:

BAMENDA CITY COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER N°003/ONIT/BCCITB/2024 OF 13/02/2024 FOR THE PURCHASE OF A GRADER

TENDER FILE

FUNDING: 2024 PUBLIC INVESTMENT BUDGET

FEBRUARY, 2024

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OPEN NATIONAL INVITATION TO TENDER N°003/ONIT/BCCTTB/2024 OF 13/02/2024 FOR TH

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Document n°1:Tender

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MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DEPARTMENT OF TECHNICAL SERVICES

TENDER NOTICE

Open National Invitation To Tender N°003/ONIT/BCCITB/2024 of 13/09/2024 for the purchase of a grader.

1. Subject of the invitation to tender:

Within the framework of acquisition of heavy equipment for his municipality, the City Mayor of the Bamenda City Council hereby launches an Open National Invitation to tender for the above mentioned equipment.

2. Nature of the services:

The services of this present contract shall include: the purchase of a grader, its transportation, handling and delivery to the Bamenda City Council.

3. Execution deadline: The maximum duration of execution provided for by the Contracting Authority shall be two (02) calendar months as from the date of notification of the contractor by the contract manager to start the services.

4. Number of lots

The supply is in a single lot.

5. Estimated cost

The estimated cost after preliminary findings is two hundred and twenty million (220,000,000) Francs CFA all taxes inclusive.

6. Participation and origin

Participation in this invitation to tender is opened to all national companies/suppliers specialized in civil engineering equipment or general supplies.

7. Financing

The supplies subject of this invitation to tender shall be financed by the 2024 Public Investment Budget assigned to the Bamenda City Council

8. Bid bond

Each bidder must include in his/her administrative documents, a bid bond that respects the models of this tender file, issued by an approved bank or an Insurance company, (see list in document No. 12 of this tender file), of an amount of four million four hundred thousand (4,400,000) Francs CFA, valid thirty (30) days beyond the date of validity of the bids. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and those of successful bidders shall be retained until the required performance guarantee for good execution is provided.

9. Consultation of tender file:

The file may be consulted during working hours at the Bamenda City Council, Department of Technical Services at Mulang Tel: 677 144 131/674 782 167 upon publication of the invitation to tender.

10. Acquisition of tender file:

The file may be obtained from the Bamenda City Council, Department of Technical Services at Mulang Tel: 677 144 131/674 782 167 upon publication of the invitation to tender against payment of the non-refundable sum of one hundred and thirty thousand (130,000) Francs CFA, payable at Bamenda City Council Treasury under the budgetary head 712 101.

11. Submission of bids:

Each bid drafted in English or French shall be signed by the bidder or by a duly authorized representative and presented in five (06) copies including the original and four (05) copies marked as such. These shall be submitted in one sealed pack containing three (3) envelopes: (envelope A: Administrative file, envelope B: Technical file, envelope C: Financial file). The sealed pack shall bear no information on the enterprise, and should reach Bamenda City Council on or before the 15/03/2024 not later than 10.00am and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER N°003/ONIT/BCCITB/2024 OF 13/02/2024 FOR THE PURCHASE OF A GRADER.

"To be opened only during the bid-opening session"

12. Admissibility of bids

For fear of being rejected, only originals or true copies certified by the issuing service or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must not be older than three (03) months preceding the date of submission of bids or may be established after the signing of the tender notice with an exception of the NSIF document whose validity is one month.

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

13. Opening of bids:

The opening of the bids in one phase shall be done on the 15/03/2024, at 11.00am prompt in the Conference Hall of the Bamenda City Council by the Internal Tenders Board. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

14. Evaluation criteria

14.1-Eliminatory criteria

These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. The non-respect of these criteria shall lead to the rejection of the bid by the Internal Tenders' Board of the Bamenda City Council. They include:

- Absence of bid bond;
- False declaration or falsified documents:
- Execution deadline more than Sixty (60) days
- Omission of a quantified task in the bill of quantities and cost estimates;
- Non respect of two (02) of the qualification criteria;
- Absence of prospectus accompanied by the technical leaflet from the manufacturer;
- Absence or non-conformity of the manufacturer's authorization;
- Non-compliance with major technical specifications of the supply (To be defined by the Project Owner).

14.2. Main Qualification criteria: The qualification criteria are key points used to judge the technical and financial capacity of candidates to execute the services or deliver the supplies which are the subject of the invitation to tender.

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

- Reference of the company;
- Access to a credit line or other financial resources;
- Proof of availability of spare parts and after sales services
- Proof of acceptance of conditions of the contract;
- Conformity to technical specifications;
- Warranty of supply of Two (02) years:

The non respect of two (02) of the above criteria shall lead to the rejection of the offer.

15. Award

The contract shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid technical quality and lowest bid, confer article 99a of the public contracts code.

16. Validity of bids

The bidders shall remain committed to their offers during a period of (ninety) 90 days from the deadline set for the submission of bids.

17. Complementary information

Complementary information may be obtained during working hours from Bamenda City Council, Department of Technical Services, Tel. 677 144 131/674 782 167 at Mulang.

IC OF CARBAMENDA, the

The City Mayor,

Bamenda City Council,

Delegated Contracting Authority)

CHYACHOBONG TAMBENG PAUL.

Copies:

- PCRB,
- Chairperson of BCCITB,
- RD MINMAP,
- Service of Public Contract and Procurement,
- Notice Boards



MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

BAMENDA CITY COUNCIL

DPARTMENT OF TECHNICAL SERVICES

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°003/AAONO/CIPMCUB/2024 du 13 /02/2024 pour l'achat d'une Niveleuse.

1. Objet de l'Appel d'Offres

Dans le cadre de l'exécution du budget d'investissement de l'exercice 2024 pour la Communauté Urbaine de Bamenda, le Maire de la ville auprès de la Communauté Urbaine de Bamenda lance un Appel d'Offres national ouverte d'une pour l'achat d'une Niveleuse pour sa Municipalité.

2. Consistance des prestations:

Les prestations du présent marché consistent l'achat d'une Niveleuse, son transport, son manutention et sa livraison à la Communauté Urbaine de Bamenda.

3. Délais d'exécution

Le délai maximum de livraison prévu par le Maître d'Ouvrage est deux (02) mois calendaires à compter de la date de notification de l'ordre de mise en service des prestations.

4. Allotissement

La fourniture est en un seul lot.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des conclusions préliminaires est de deux cent vingt million (220, 000,000) Francs CFA TTC.

6. Participation et origine

La participation au présent appel d'offres exouverte à toute l'entreprise nationale spécialisée dans les fournitures et les travaux de génie civil.

7. Financement

Les prestations, objet du présent appel d'offres sont financés par le Budget d'Investissement Public au titre de l'exercice 2024 affecté à la Communauté Urbaine de Bamenda.

8. Cautionnement provisoire

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission) établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agrée par le Ministère des Finances et d'un montant de Quatre millions quatre cent mille (4,400,000) Francs CFA.

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

9. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables au Secréterait de la Direction des Services Techniques, Communauté Urbaine de Bamenda à Mulang Tel: 677 144 131/674 782 167 dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu au Secréterait de la Direction des Services Techniques, Communauté Urbaine de Bamenda, Tel: 677 144 131/674 782 167 dès publication du présent avis, contre versement d'une somme non remboursable de Cent trente mille (130,000) Francs CFA payable à Trésorie de la Communauté Urbaine de Bamenda sur la ligne d'imputation budgétaire nº 712 101.

11. Remise des offres:

Chaque offre rédigée en français ou en anglais en cinq (05) exemplaires dont l'original et quatre (04) copies marqués comme tels, devra parvenir au Direction des Services Techniques, Communauté Urbaine de Bamenda, Tel: 677 144 131/674 782 167, le 15/03/2024 à 10 heures au plus tard et devra porter la mention :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 003/AAONO/CIPMCUB/2024 du 13/02/2024 pour l'achat d'une Niveleuse,

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

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. Iles ne doivent pas dater de plus de trois (03) mois précédant la date originale de dépôt des offres ou peuvent être établis postérieurement à la date de signature de l'Avis d'Appel d'Offres a l'exception du document CNPS dont la validité est d'un mois.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable.

13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le 15/03/2024 à 11 heures précises dans la salle de Conférence de la commission Interne de Passation des Marchés en présence des soumissionnaires

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

14. Critères d'évaluation

Les critères d'évaluation des offres sont les suivants :

14.1-Critères éliminatoires

- Absence de la caution provisoire de soumission;
- Fausses déclarations ou pièces falsifiées;
- Délai d'exécution supérieur à Soixante (60);
- Omission d'un prix quantifié dans le devis;
- Le non-respect de deux (02) critères essentiels;
- Absence de prospectus accompagné de la notice technique du fabricant;
- Absence ou non-conformité de l'autorisation du fabricant;
- Non-conformité aux spécifications techniques.

14.2 Critères essentiels

Les critères relatifs à la qualification des candidats porteront sur:

- Les références du fournisseur
- Référence de l'entreprise;
- Accès à une ligne de crédit ou à d'autres ressources financières;
- Preuve de la disponibilité des pièces détachées et des services après-vente
- Preuve d'acceptation des conditions du contrat;
- Conformité des spécifications techniques;
- Garantie d'approvisionnement de Deux (02) ans;

Le non respect de deux (02) critères entraîne élimination de l'offre.

15. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée techniquement qualifiée et la moins-disant, conformément à l'article 99a du Code des lettres commandes Publics.

16. Durée de validité des offres

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

17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à la Communauté Urbaine de Bamenda au Secréterait de la Direction des Services Techniques, Tel : 677 14 41 31 /674 782 167.

Fait à Bamenda, le. M. A. F.F.V 2024

Copies:

- ARMP:
- President de CIPM;
- DR MINMAP
- Service de passation des Marches
- Affichage.

Le Maire de la ville auprès de La Communauté Urbaine de Bamenda (Autorité contractante Délégué)

ACHOBONG TAMBENG PAUL

Document n°2: General Regulations of the Invitation to Tender.

Note on the General Regulations of the Invitation to Tender

The aim of document No. 2 is to provide bidders with the information they may need to prepare their bids in conformity with the conditions laid down by the rules and regulations in force.

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

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

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GENERAL RULES OF THE INVITATION TO TENDER

General

Article 1: Scope of the tender

- 1.1 The City Mayor of the Bamenda City Council hereinafter referred to as the Contracting Authority, hereby launches an invitation to tender for **the purchase of a grader** described in the Tender File. The name and identification number which formed the subject of the invitation to tender feature in the Special Regulations of the invitation to Tender (SRIT). Hereafter reference is made to it under the term "Supplies".
- 1.2 The bidder retained or the successful bidder must deliver the equipment 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 not 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 and contractors the strict respect of rules of professional ethics during the award and execution of this contract. 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 gifts in view of influencing the action of a public official during the award or execution of this contract;
- ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of this 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 he 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 to Compete:

- (a) 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 subcontractors in more than one offer.
- (c) The bidder must not have been excluded from bidding for public Contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) Legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Delegated Contracting Authority, Delegated Contracting Authority or his/her immediate collaborators.

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

- 5.1: Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of this contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 5.2: Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

- 6.1 As an integral part of their 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 (or provide thisinformation, in case of open invitation to tender).

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-contracting, the co-contractors shall share the sums which are paid by the Delegated 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.
- 6.4 National bidders and groups of national bidders requesting to benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 32 of the General Regulations of the (i) Legally and financially autonomeus. (ii) managed according to commerci invitation to tender. grill Article 7: Visit of works site 1/2 grillacting) hotsgote() oils to valendum vandiveque destite off

- Authority or his her immediate collaborates 7.1 The bidder is advised to visit and inspect the works site and its environs and obtain by himself and under his/her 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 it Building materiels, the contractor's materials, supplies, equipment bidder.
- 7.2 The City mayor Contracting Authority shall authorise the bidder and his/her employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his/her employees and agents free the Delegated Contracting Authority, his/her 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 City Mayor Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the offers mentioned in article 19 of the General Regulations of As an integral part of their fler, bidders must: the invitation to tender.

B. Tender File (a) submit a power of attendey making the signatory of the offer bound by the offer; and

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:
- on to a. The tender notice; against to assume results to gillidulines to sail tibero n on a wood. (i)
 - b. The General Regulations of the invitation to tender; and in the mail and the sections
 - c. The Special Regulations of the invitation to tender; www.commons.bun bening a method (ii)
 - d. The Special Administrative Conditions;
 - e. The Special Technical Conditions;
 - f. The price schedule;
 - g. The bill of quantities and estimates; how being some to war at beingsong shift 2 of
 - h. The sub details of prices;
 - i. The execution schedule;
 - j. Charts and other elements of the technical file; not be module of the souloni sauta of the off (a)
 - k. Model of forms presenting the equipment, personnel and references;
- The file. Model tender letter; and both hall being and seem the reversion mile) query and To another and files
 - m. Model bid bond;
 - n. Model final bond;
 - o. Model of bond of start-off advance; no suppred to be being sob quote of the redmem of T (b)
 - p. Model of bank guarantee in replacement of the retention fund; discount guarantee in replacement of the retention fund;
 - q. Model contract;
 - r. Form relating to preliminary studies;

- s. 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/her 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 Delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the Delegated Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Delegated 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 Delegated 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 and the opening of bids, any bidder who feels aggrieved in the public Contracts award procedure may lodge a complaint to the Delegated Contracting Authority.
- 9.3 The complaint must be addressed to the Delegated 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 Delegated 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

- 10.1The City Mayor Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his/her 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 Delegated Contracting Authority.
- 10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Delegated 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/her offer and the Delegated 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 Delegated 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

or bile. It is up to him to furnish all the inter 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 T see no anotherities and do a seem oder asolid and 1.8 Delegated Contracture Ambority in writing at by electronic mail tlay or cons-

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; an ambassag banna stantage aliden and haveingen
 - 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

It must reach the Delegated Congressing Authority or Delegate anoitspillaup no noitsmanlat.doon

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, sub-contracting, attestation of visit of the site, where necessary, etc).

olo b.3 Proof of acceptance of conditions of the contract on od Hade mubnobbe bodeliding and £.01

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

- 1. The Special Administrative Clauses (SAC);
- To solve 2. The Special Technical Clauses (STC). Int all and a military and blist avigut ratio of \$1.01 their offers, the Delegated Contracting Authority may postpone as is necessary, the deadline for the

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;
- and 2. The duly filled Unit Price Schedule; of program on better street and read that enableness and
- 3. The duly filled detailed estimates; oggen od peno on ril llade grirodio A guitserino D bottgolo C
 - 4. The sub-details of prices and/or breakdown of all-in prices;
 - 5. The projected schedule of payments, where need.

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 annex 8.

Article 15: Currency of offer and payment

15.1The 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.

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 Delegated Contracting Authority, in application of article 22 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Delegated Contracting Authority or Delegated Contracting Authority as not being in conformity.
- 16.2 Under exceptional circumstances, the Delegated 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 written 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/her offer without losing his/her bid bond. A bidder who consents to an extension shall not be asked to modify his/her 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 Delegated 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/her offer.

- 13.2. If in accordance with the previsions of the Special Regulations of Invitation to Lender, the 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 Delegated Contracting Authority. The bid bond will remain valid for ninety (90) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Delegated 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.

art 17.6 The bid bond may be seized: not ont of bobbyong at saught guitabquitrous restriction at 14.44

a) if the bidder withdraws his/her offer during the period of validity;

is with the understanding that any contract of duration less than a rebbied best in a i) fails in his/her obligation to register the contract in application of article 37 of the General Regulations:

ii) fails in his/her 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 Delegated Contracting Authority as described in the Tender File and furnish in addition all the information which the Delegated 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 Delegated Contracting Authority will examine only the technical variants of the bidder whose offer conforming to the basic solution has been evaluated as the lowest offer without losing his ner bid bond. A bidder who consents to an 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. Contracting Authority addressed to bidders, the apparing period shell run from the date of

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 on to be which may be raised at this stage. Holdings I know to all the blocks in achieving and 1.71 amount specified in the Special Regulations and which
 - 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 Delegated Contracting Authority at least one week before the meeting. The 16

Delegated 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 Delegated 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) Shall be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) Shall bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BIDS OPENING SESSION" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed 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/her 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/her 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 (SO 2000) and beath no guidness and teaquitaring

- 25.1 The competent Tenders Board shall open the envelopes in a single phase 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 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 Delegated Contracting Authority or 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/her report the sheet that was handed to him, including

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 neither to bidders nor 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/her award decision may cause the rejection of his/her 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/her offer may do so in writing.

Article 27: Clarifications on the offers and contact with the Delegated 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/her 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.

- is the possible modification mentioned, the price offered, i 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. To unit selected the opinion of the selected the selected the 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 Delegated Contracting Authorityor the obligations of the bidder in relation to the At the end of each hid-opening session, the chairnerson contract; or
 - iii) whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed with 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 and managemental det cadastin represed the busque and and

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 verification of the qualification of the bidders and the recent 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 of envelopes and the award of the contract. 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/her offer shall be rejected and the bid bond may be seized. 28.1 The Evaluation sub-committee shall carry out a detailed arithmetical formation and arithmetical article 31: Evaluation of financial offers and a detailed arithmetical statement of the stat

they are complete, if the required guarantees are furnished. 31.1 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.

- 31.2 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 costed 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.
- 31.3 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.
- 31.4 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 32: 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 33: Award

- 33.1 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 realistic by including, where necessary, proposed rebates
 - 33.2 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 34: 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 Contracting Authority 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 35: 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/her 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 36: Publication of results of award and petitions

- 36.1 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.
 - 36.2 The Contracting Authority is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 36.3 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.
 - 36.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public Contracts, the Contracting Authority and the chairperson of the Tenders Board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 37: Signing of the contract

- 37.1 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.
- 37.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 37.3 The contract must be notified to the holder within five (5) days of its date of signature.

Article 38: Final Bond

- 38.1 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.
- 38.2 The bond whose rate varies between 2 and 5 percent 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.
- 38.3 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.
- 38.4 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.

Documentn°3:

Special Regulations of the Invitation to Tender.

The following provisions are specific to the supplies forming the subject of this invitation to tender, supplement or if necessary modify the provisions of the General Regulations of the Invitation to Tender (GRIT). In case of discrepancies, the following provisions will prevail over the clauses of The SRIT. The figures in the first column refer to the article of the GRIT.

	Introduction
1	Definition of supplies: The services consist of the purchase of a grader, Model: SEM919 for the Bamenda City Council.
1.1	Name and address of Contracting Authority: The City Mayor of the Bamenda City Council Reference of the Invitation to tender: Open National Invitation to Tender N°003/ONIT/BCCITB/2024 of 13/02/2024
1.2	Delivery time frame: The maximum delivery timeframe shall be two (02) calendar months
2.1	Source of Funding: 2024 Public Investment Budget assigned to the Bamenda City Council,
4.1	List of pre-qualified candidates: Not applicable
4.2	Criteria of selection of bidders: National
5.1	Criteria of source of supplies: International
6	Qualification of the bidder:
6.1	 Absence of bid bond; False declaration or falsified documents; Execution deadline more than Sixty (60) days Omission of a quantified task in the bill of quantities and cost estimates; Non respect of two (02) of the qualification criteria; Absence of prospectus accompanied by the technical leaflet from the manufacturer; Absence or non-conformity of the manufacturer's authorization; Non-compliance with major technical specifications of the supply
	Essential criteria, which will be evaluated in a binary manner (satisfactory or not) shall be based on: Reference of the company; Access to a credit line or other financial resources; Proof of availability of spare parts and after sales services Proof of acceptance of conditions of the contract; Conformity to technical specifications; Warranty of supply of Two (02) years;
	The non respect of two (02) criteria will lead to the elimination of the offer.
6.2	In the case of a grouping of suppliers:
11	Language of the offer: The offer and all correspondences and documents exchanged between the Bidder and the Contracting Authority will be written in English or French. The list of information on the qualifications referred to in Article 12 of SRIT should be completed and grouped into three volumes respectively inserted in inner envelopes and detailed as follows:
	Envelope A – Volume 1: Administrative documents
	The administrative documents will contain the following:
	 a. The declaration of intention to bid, stamped for local bidders, (Following the model attached);
	b. Agreement of the group (where need be);
	c. Power of attorney (where need be);
	d. An attestation of non-bankruptcy established by the Court of First Instance or the Chamber of Industry and Trade of the location of the head office less than three (3)

months preceding the date of submission of bids;

- e. An attestation of banking domiciliation in the name of the enterprise delivered by a bank approved by the Ministry in charge of Finance of Cameroon;
- f. The receipt of payment of the costs for acquisition of the Tender File carrying the number of this file;
- g. The bid bond of four million four hundred thousand (4,400,000) Francs CFA. The said bond should remain valid for one month as from the attribution of the contract;
- h. An attestation of non-exclusion from public contracts issued by the PCRB;
- i. An attestation of the National Social Insurance Fund certifying that the Bidder has fulfilled its obligations towards the said fund not older than three months;
- At attestation or fiscal conformity that the bidder has done the regular declaration in matters of taxation for the current financial year, dating not more than three months old;
- k. Tax payer's card.

In case of a grouping each member of the group must present a complete administrative document, the document e, f, g, shall be submitted only by the representative of the group.

ENVELOPE B - Volume 2: Technical offer

b.1. Information on qualifications:

The special regulations of the invitation to tender precise the list of documents to be submitted by the supplier to justify the criteria of qualification mentioned in article 6.1 of the SRIT in conformity with the qualification forms to be inserted by the Contracting Authority in the tender file.

Presentation of bid:

In a way as to facilitate the examination, the various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies, properly bind, the order prescribed respected, the file should have a table of content and should be clean.

- Supplier's references

To be satisfactory, the bidder must present corresponding references for the past five years a cumulated turnover of no less than **one hundred and fifty million (150,000,000)** Francs CFA (Attach justifying documents such as reception reports, extract of contracts etc.).

- Availability of spare parts

The bidder must justify the availability of spare parts by presenting documents relating to a recognized supplier of spare parts.

After-sales service

The bidder should present an attestation of after-delivery services either from the manufacturer or signed by the bidder on honour showing the bidder is available to do basic services of the equipments for one year after the delivery.

- Manufacturer's authorisation:

An extract of a representation contract with an international or national firm specialised in the manufacture, assembled or distribution of this type of equipment and having proven experience in the domain or the authorisation of the manufacturer (see model attached)

- Duration of delivery

The maximum deadline for delivery is two (02) calendar months.

- Conformity to technical specifications

The bidder should present a prospectus accompanied by the technical leaflet from the manufacturer showing the technical specifications and pictures of the equipment to be supplied.

- A warranty certificate of supply of two (02) years

b.2. Technical proposals

- 1. A methodological note explaining the conditions of insurance, After-sales service, availability of spare parts, planning and deadline for delivery.
- 2. A description of the characteristic of the Grader.

b.3. Prove of acceptance of the conditions of the contract

The Bidder will also include copies of documents duly initialled of administrative and technical character regulating the contract, namely:

- i. The Special Administrative Clauses (SAC);
- ii. The Technical Specifications (TS).

ENVELOPE C - Volume 3: Financial offer

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

- C.1 The bid proper, generally prepared according to the attached model, stampedwith fiscal and communal stamps at the prevailing rate and dated;
- C.2 The duly filled unit and/or all-in price Schedule;
- C.3 The duly filled bill of quantities and detailed estimates;
- C.4 The sub-details of unit prices and/or breakdown of unit prices.

The bidder shall to this effect use the documents and models previewed in the tender file, subject to the provisions of article 19(2) of the GRIT concerning the other possible forms of bid bond.

N/B: The different parts of the same dossier must be separated obligatorily by coloured papers, originals as well as copies in a manner to facilitate their examination.

	Presentation of Did .
oiseir	Price of the offer
13.1.	he separated by colour dividers both in the original and in the conies, monerly
13.2.	The prices are fixed and not revisable
17.3.	Period previewed for the functioning of the supplies:
	Preparation and deposition of the offer and additional
19.1.	Amount of the bid bond: four million four hundred thousand (4,400,000) Francs CFA.francs CFA
20.1.	Period of bid validity: The period of bid validity is 90days from the deadline set for the submission of bids.
22.1.	Number of copies of the bid that must be filled and sent: Offers shall be drafted in 6 (six) copies that is one (1) original and five (5) copies.
23.2	Address of the contracting Authority: Bamenda City Council
	Department of Technical Services Tel: 677 14 41 31/674 782 167
	Number of the Tender File:No.003/ONIT/BCCITB/2024
23.1.	Date and hour of deposition of offer: 15/03/2024 at 10am latest
26.1.	Place, date and hour for the opening of the envelope: the Conference Hall of the Bamenda City Council on the 15/03/2024 at 11.00 am local time.
	Award of the contract to the property of
35.1 and 35.2	The contract shall be awarded to the bidder whose offer having been technically qualified is evaluated the lowest.
41	The final bond is 2% of the Contract and will be established according to the model provided in this Invitation to Tender.

Document n°4:Special Administrative Clauses

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Article 1: Subject of contract

The subject of the contract must be in consonance with article 1 of the GAC relating to the scope of application. The subject of this contract shall be the the purchase of a Grader.

Article 2: Contract award procedure:

This contract shall be awarded through Open National Invitation to 003/ONIT/BCCITB/2024 of 13/02/2024.

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

- General definitions (cf. Code)
 - The Contracting Authority is the Minister of Decentralization and Local Development.
 - The Delegated Contracting Authority shall be the City Mayor of the Bamenda City Council. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.

The Project Owner is the City Mayor of the Bamenda City Council. He represents the beneficiary administration of the works.

The Attributions of Contract Manager are devolved on the Director of Technical Services of Bamenda City Council who on the basis of the supply's attachment, signs and liquidates the payments.

The Contract Engineer shall be Divisional Delegate of State Property and Land Tenure for Mezam, hereinafter referred to as the Engineer.

- The Delegated Contract Engineer shall be the Chief of Garage in the Department of Technical Services of the Bamenda City council hereinafter referred to as the Engineer.
- The Supplier is the holder of the contract for the purchase of a Grader for the Bamenda City Council.
- The competent Tenders Board is the Bamenda City Council Internal Tenders Board.

3.2 Security

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

The authority in charge of ordering payment shall be: The City Mayor of the Bamenda City Council.

The authority in charge of liquidation: The Director of Technical Services BCC;

- The body or official in charge of payment shall be The Regional Treasurer of the North-West Regional;
- The official competent to furnish information within the context of execution of this contract shall be the City Mayor of the Bamenda City Council. (his competent services)

Article 4: Language, applicable law and regulation

- 4.1 The language to be used shall be English or French.
- 4.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

Article 5: Standards (article 3 of GAC supplemented)

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

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

Article 6: Constituent documents of the contract (Article 4 of GAC)

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

- 1) The tender or commitment letter; and the will be will be a will 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) here under;
- 3) The Special Administrative Conditions (SAC); 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; and the sub-details of unit prices; and the sub-details of unit prices;
- 6) The execution draft; the basis of the basis of the Samenda City Council who on the basis of the secution draft; 7) The General Administrative Conditions applicable on supply 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 7: General instruments in force abnormal and to good to

This contract shall be governed by the following general instruments:

- 1. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities:
 - 2. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities:
 - 3. Law No. 96/12 of 5th August 1996 on the management of the environment;
 - 4. Law No 2016/017 of 14 December 2016 instituting the Mining Code;
 - 5. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application:
 - 6. Instruments governing the various professional bodies;
 - 7. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
 - 8. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
 - 9. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
 - 10. Order No 212/A/MINMAP of September 28,2021 organizing the operation of internal structures for the administrative management of Public contracts; que experience le structures
 - 11. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
 - 12. Letter No; 00006/LC/PR/MINMAP/CAB of August 17,2021 clarifying the control of the award of public contracts and specifying the modalities of its exercise with the Project Owner;
 - 13. Circular Nº 00000456/C/MINFI of 30/12/2021 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2023 financial year;
 - 14. Unified Technical Documents (DTU) for building works;
 - 15. Applicable standards:
 - 16. Other instruments specific to the domain concerned with the Contract.

Article 8: Communication (Articles 6 and 10 supplemented)

- 8.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
 - a) In the case where the supplier is the addressee: Sir/Madam........

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

 Sir/Madam ____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
 - c) In the case where the Contracting Authority is: Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 8.2 The Supplier shall address all written notifications or correspondences to the Engineer with a copy to the Contract Manager.

Article 9: Administrative Orders (Article 8 of GAC)

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

- 9.1 The Service Order to start services shall be signed by the Contracting Authority and notified to the supplier by the Contract Manager with a copy to the Contracting Authority, Contract Engineer, and the Paying Body.
- 9.2 Upon proposal by the Project Owner, service Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Contract Manager to the Supplier with a copy to the Contracting Authority, the Contract Engineer, and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 9.3 Service Orders of a technical nature linked to the normal progress of the services and without financial incidence shall be signed directly by Contract Manager and notified to the Supplier by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 9.4 Service Orders serving as warnings shall be signed by the Project Owner and notified to the Supplier by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 9.5 Service Orders for suspension or resumption of services as a result of the weather or any other case of Major Impediment shall be signed by the Contracting Authority and notified by his services to the Supplier with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 9.6 Service Orders prescribing services necessary to remedy problems which could occur on equipment during the guarantee period and not related to normal usage shall be signed by the

Contract Manager upon the proposal of the Contract Engineer and notified to the Supplier by the Contract Engineer, with copies to the Contracting Authority.

- 9.7 The Supplier 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.
- 9.8 Concerning Service Orders signed by the Contracting Authority and notified by the Contract Manager, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.

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

10.1 The contract shall be executed in a single phase.

Article 11: Contractor's equipment and personnel (Article 15 of GAC supplemented)

- Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the personnel shall be replaced by a member of staff of equal competence (qualifications and experiences) or by equipment of similar performance and in good working order.
- In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the contract Manager within 30 days of the notification of the Administrative Order to start execution. The contract Manager has (ten) 10 days to notify his opinion in writing with a copy to the Contract Manager. Beyond this time-limit, these lists shall be considered as approved.
- Any unilateral modification on the proposed equipment and supervisory staff made in the technical bid prior to and during the execution shall be a reason for termination of the contract as mentioned in article 34 below or application of penalties up to 10%.
- The supplier shall use the appropriate equipment in the proper execution of the project according to the rules of article 10(5). Any modification must be made known to the Contracting Authority.

Chapter II: Financial conditions

the Article 12 Guarantees and bonds (Articles 29 and 41 of GAC) spindost a has spind polytock & Control and polytock bonds and polytock bonds are unable on legionarily

Contract Engineer or Project Menager (where applicable) with a mening it is rectine?

The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes.

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

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

12.2 Performance bond

The retention fund shall be set at 5 % of the amount of the contract, inclusive of all taxes.

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

12.2 (
12.3 Guarantee of start-off advance The rates and conditions of the start-off guarantee shall be maximum 40% of the amount inclusive of
all taxes and guaranteed at 100%, at the request of the contractor.
Article 13: Amount of the contract (Articles 18 and 19 of GAC supplemented)
The amount of this contract as indicated by the attached [detail or estimates] is (in
figures)(in letters) CFA francs Inclusive of All Taxes; that is:
Amount avaluates a CVAT
- Amount exclusive of VAT:() CFA F - Amount of VAT:() CFA F.
- Amount of TSR and/orCFA F
- Net to be paid= EVAT-TSR and/or AIR
Article 14: Place and method of payment
The Project Owner shall release the sums due in the following manner:
a. For payments in CFA france (amount in figures and letters and in the second letters and
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.
b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by
credit to account No opened in the name of the contractor in bank.
Article 15: Price variation (Article 20 of GAC)
14.1 Prices shall be fixed and not subject to any revision.
14.2 Price updating modalities is not necessary
Article 16: Price revision formulae (article 21 of GAC)
Not necessary
Article 17: Price updating formulae (article 21 of the GAC) (Not applicable)
The prices on the unit price schedule are updatable by application of the following formula: [insert, where need be, the formula and define the parameters and indices].
Where need be, the indices are those defined for the price revision formulae.
Article 18: Works under State supervision (Article 22 of GAC supplemented)
17.1 The percentage of works under State gupervision shall be 2.0% - 64

- 17.1 The percentage of works under State supervision shall be 2 % of the amount of the contract and its additional clauses, where applicable.
- 17.2 In the case where the contractor was invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
 - The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
 - The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %)to take account of social benefits;

- The hours put in by the heavy equipment shall be counted at the rate featuring in the subdetail of prices;
 - Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by 10% for loss, stocking and handling;
 - The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

Article 19: Evaluation of works (article 23 of the GAC)

Not applicable.

Article 20: Evaluation of supplies (article 24 of the GAC supplemented)

20.1 This contract is at unit price all-in price and lump sum price

Article 21: Advances (article 28 of the GAC)

- 21.1The Contracting Authority may grant a start-off advance of 20 % of the amount of the contract.
 - 21.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
 - 21.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
 - 21.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor. It grains and a state of the corresponding part of the guarantee upon the express request by the contractor.
- 21.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 22: Payment for services (articles 26, 27 and 30 of the GAC supplemented)

22.1 Establishment of services delivered: [alajora/] nobely appropriate and the Machael alajora.

The Supplier shall be paid after the services are rendered, on presentation of a bill in seven (7) copies including one (1) original and six (6) photocopies stamped in conformity with the regulations in force, attaching the reception report; (one bill exclusive of VAT and the other inclusive of taxes).

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

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

- [100-2.2 %)] paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.

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

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

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

22.2 Payment of services:

Payment shall be done by the Municipal Treasurer after receiving accounts drawn up by the Contract Engineer and signed by the City Mayor within a maximum deadline of 21 calender days maximum from the date of submission of the approved detailed accounts.

22.3 Detailed account of start-off account (if applicable).

Article 23: Interest on overdue payments (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

Article 24: Penalties (Article 32 of the GAC supplemented)

A. Penalties for delay

- 24.1The amount set for penalties for delays shall be set as follows:
 - a. One two thousandth (1/2000^{th)} 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 (1/1000^{th)} of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
- 24.2 The cumulative amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

B. Specific penalties [amount to be indicated]

- 24.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable to the following special penalties of 100 000 FCFA for the non observation of the provisions of the contract, especially:
 - Late submission of final bond:
 - Late submission of insurances:

Article 25: Payment in case of a group of enterprises (article 33 of the GAC)

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

Article 26: Final detailed account (article 34 of the GAC)

- 26.1After completion of the works and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.
- 26.2 The Contract manager has at their disposal a deadline of seven (7) days to notify the corrected project and accepted by the Engineer.
- 26.3The Contractor has at their disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

Article 27: General and final detailed account (article 35 of the GAC) and and anumous bolicists

- 27.1At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the Supplier which he has had signed jointly by the supplier and the Contracting Authority. This detailed account includes:
 - the final detailed account,
 - the balance
- Payment shall be done by the Delantinal Treasurer after recent payments on the Connuct

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

27.2 The Contractor has at their disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

Article 28: Tax and customs regulations (article 36 of the GAC)

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

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

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

All taxes inclusive prices mean VAT included.

Article 29: Stamp duty and registration of contracts (article 37 of GAC)

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

Chapter III: Execution of services

Article 30: Nature of services (article 46 of GAC)

The services consists of the supply of a front-end wheel loader

Article 31: Role and responsibilities of the Project Owner (GAC supplemented)

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

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

Article 32: Execution time-limit of the contract (article 38 of the GAC)

- 32.1 The time-limit for the execution of the works forming the subject of this contract shall be: two (02) calendar months.
- 32.2 This time-limit shall run from the date of notification of the Service Order to commence the services.

Article 33: Role and responsibilities of the Supplier (article 40 of the GAC)

The Supplier has for mission to assure the supplies such as described in the STC, under the control of the Contract Manager and in conformity with the present contract and with the rules and standard in force.

Article 34: Patent

The Supplier shall guarantee the Contracting Authority against any claim by a third party concerning counterfeiting or the non authorized exploitation of a patent, of a brand or the right of industrial creation resulting from the usage of the supplies or their components.

Article 35: Place and duration of delivery

- 35.1 The place of delivery is: The Bamenda City Council.
- 35.2 The duration of execution of the services subject of this contract is: One (1) calendar month.
- 35.3 This duration runs as from the date fixed in the Service Order to the services.

Article 36: Transport and insurance

36.1 Packaging for the transport

The Supplier must take all necessary dispositions for the proposed supplies are protected by a careful packaging and appropriate to maritime transport, air, rail and road transport. The Supplier must make all diligence to repair all the eventual damage incurred up to the place of delivery.

36.2 Insurance

Risk of all nature during the transport right to the place of delivery must be covered by an insurance policy taken by the Supplier.

Article 37: Testing and related services

- The Supplier shall perform all the tests of putting into use in order to verify the perfect state of the equipment at delivery;
- The Supplier shall supply all technical documentation necessary for a perfect utilization as well as the maintenance of the equipment; hand are all the ball to the state of the equipment.
- The Supplier shall assure the training of the personnel for the utilization and maintenance of the equipment.

Article 38: After sales service and consumables

The Supplier shall have to maintain in the Republic of Cameroon for a period of one (01) year as from the date of final reception.

After the period of guarantee, the Supplier will guarantee the availability of workshops for repairs with qualified personnel capable of assuring all repairs necessary for the good functioning of the equipment and a sufficient stock of spare parts. He must be able to Supply spare parts.

Chapter IV: Acceptance

32.4 The time-limit for the execution of the works forming the subject of this contract shall not two Article 39: Documents to be furnished before the technical reception

The Supplier shall within a time limit of ten (10) days before the provisional reception transmit to the Contracting Authority the following documents:

- A copy of the Supplier's bill describing the supplies indicating their quantities, their price and the total price; To lorin Notification of the delivery; hosels as does soldque out more of noise in not and rollique of l

 - Certificate of guarantee of the manufacturer or of the Supplier;
 - Certificate of origin.

Article 40: Provisional acceptance (article 67 of the GAC)

Before the provisional reception, the Supplier shall apply in writing to the Contract manager with a copy to the Engineer the organisation of a technical visit prior to the provisional reception.

- 40.1 Trials included in preliminary operations to the acceptance [insert if applicable].
- 40.2 The reception commission shall include:
- The Contracting Authority's representative President; 1.
- The Contract Manager or his representative Member; 2.
- The Secretary General BCC Member' 3.
- The Contract Engineer Secretary; 4.
- The Divisional Delegate MINDDEVEL Mezam Member; 5.
- The Representative RD/MINMAP Observer; 6.
- 7.
- 8.

The Store Accountant BCC – Member; another graph of the shall be a letter to the The Supplier is invited by a letter to the reception at least ten (10) days before the date of reception. He is bound to attend (or be represented).

He assists in the reception as an observer. His absence means the acceptance without reserves of the conclusions of the reception commission.

The Commission examines the report of prior operations to the reception and proceed to the provisional reception of the supplies if that be the case.

The provisional reception will be sanctioned by a report of provisional reception signed on the spot by Article 37: Pesting and related services all the members of the Commission.

The provisional reception report will precise the date of the completion of the services.

40.3 The period of guarantee starts from the date of the provisional reception. The Supplier shall supply all rechaical documentation necessary for a perfect utilization as well

Article 41: Documents to be furnished after provisional reception (article 68 of the GAC)

- 41.1 At the completion of the services and within 30 days after the provisional reception, the contractor shall provide the purchase receipt, insurance policy and all other documents to facilitate registration of the vehicle to be furnished.
- 41.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with 41.1 above. The bindings 2 of the management

Article 42: Guarantee period (article 70 of the GAC)

- 42.1 The guarantee period shall be one (01) year to run from the date of the provisional acceptance of the works.
- 42.2 During the period of guarantee, the Supplier shall repair all breakdowns due to defects of maintenance and make the first revisions

Article 43: Final acceptance (article 72 of the GAC)

- 43.1 Final acceptance shall take place within a maximum deadline of fifteen (15) days from the expiration of the guarantee period.
- 43.2 The Project Manager shall not be a member of the commission.
- 43.3 The procedure for final acceptance shall be the same as for provisional acceptance.

Chapter V: Sundry provisions

Article 44: Termination of the contract (article 74 of the GAC)

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

- Lateness of more than fifteen (15) calendar days in the execution of a service order or unjustified stop of supplies for more than seven (7) days;
- Lateness of supplies bringing about penalty of more than 10% of the amount of the supplies;
- Refusal to correct services badly rendered;
- Shortcomings of the Supplier;
- Persistent non payment of services.

Article 45: Case of Major Impediment (article 75 of the GAC)

A case of unforeseen circumstances any unforeseeable event and insurmountable which shall disturb the Supplier from carrying out all or a part of his contractual obligations.

In case of an unforeseen circumstance, the Supplier bound to notify the Contracting Authority, before fifteen (15) days following the event, his intention to invoke the case of unforeseen circumstance.

Article 46: Disagreements and disputes (article 79 of the GAC)

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

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

Article 47: Production and dissemination of this contract

Ten (10) copies of the contract shall be produced at the cost of the contractor and furnished to the Contract Manager for dissemination.

Article 48 and last: Entry into force of the contract

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

Document n°5: Description of the supply

Note on the preparation of the description of the supply

The aim of the description of the supply is to furnish bidders with sufficient information to enable them prepare their tenders in an efficient and precise manner, especially the Price Schedule (Model Tables).

This description includes the following sections:

- though the state Technical specifications and assessment your assessment of a postable as the Santa A
 - List of supplies and their delivery calendar;
 - List of ancillary services and their execution calendar;

Obviously, this list depends on the scope of the supply. In the case of projects of minor scope, the list of supplies, the delivery calendar and supplies, delivery calendar and technical specifications may be adequate to define the supply.

1. TECHNICAL SPECIFICATIONS

ITEMS	SEM919 GRADER
Operation weight (base machine)	15,070 kg
Overall Dimension (L*W*H)	8,703*2,630*3,360 mm
Blade length (L*W*H)	3,974*25*607 mm
Max. Lifting Height	475 mm
Max. Depth of Cut	715 mm
Max. Drawbar	≥ 78 KN
Wheelbase	6,140 mm
Frame Articulation Angle	20°
Min Turning Radius	7.8 m
Engine Brand	SDEC SC8D190.1G2
Rated Power	140 KW
Transmission type	Hangchi 6WG180
Travel Speed (forward/rear)	40/25km/h
Rear axle/Tandem	SEM ST22
Service brake	Outboard Disc With Brake Caliper, Air To
Oscillator (front up/rear up)	15/25°
Max. Oscillator Angle	±16°
Steering Angle (left/right)	47.5°
Max. Lean Angle of Front Wheels	18°
Hydraulic system	Load Sensing, PPPC
Service Refill Capacity (L)	Zoud Genomic, 1110
Fuel Tank	320
Engine Oil	22
Coolant	65
Transmission	28
Real Axle (Main reducer & tandem)	157
Circle Drive (Standard)	2, mit to mittagener
Circle Drive (with Slip Clutch)	7 250/108
Hydraulic Oil Tank	55

2. LIST OF SUPPLIES AND THEIR DELIVERY CALENDAR

	the Supplies (N'be	PROPERTY			Da	ate of delive	ry
Nº of Article		Quantity (N'ber of units)	Unit	Site or final Destination as indicated in the SRIT	Earliest delivery Date	Latest delivery Date	Date of delivery offered by the Bidder [to be indicated by the Bidder]
1	GRADER Mark: SEM919 Motto Grader	01(32),2 7/3 1 7/34	U	Bamenda City Council	Seira Vaste Racins	pagetered a solver a const solver back on the solver some a bottom	
		d rowal	101-	1	ost malarol)	Javel Never	
		2.121	38		insta	alord are yes	
al mit	noodei Vadmin dii	A SUPERING TO SECURE	1111				
			817		an advinguitme	sir populliani	
		0	Maria I		sign/ 16	allowO vai	

3. LIST OF RELATED SERVICES AND CALENDAR OF THEIR REALIZATION

Service Article N°	Description of the Service	Quantity	Physical unit	Site or place where the services must be executed	Final date of realisation of the services
1	Overhaul (revision)	once	I	Bamenda City Council	Before the deadline for guarantee
2	Establishment of Cartegrise for the equipment	1	1	Bamenda City Council	

4. INSPECTIONS AND TESTS

A thorough inspection of the equipment shall be conducted and a field test performed by the Contract Engineer, the BCC Garage Head and an operator of the Bamenda City Council at delivery in order to ensure that the grader is in a good functional state.

The Supplier shall supply all technical documentation necessary for a perfect utilization as well as the maintenance of the grader. Examinations shall also be done to ensure that the physical characteristics of the grader are respected

43

Document n°6: Unit Price Schedule

Unit Price Schedule

Price N°	Description of Unit Prices in words exclusive of VAT	Unit Price (FCFA)	Unit Price In figures exclusive of VAT
1	Purchase of a grader: This price remunerates under the regulations and conditions previewed in the contract in LUMP SUM the supply of a Grader.		ii.
	The LUMP SUM at: FCFA	B/17370	
	Estimate		
			2

Name of Bidder	[insert the name of the Bidder]
Signature	[insert the signature]
Date	[insert the date]

Unit Price Schedule

Unit Price to figures exclusive of varie

Last Price (FV FA) Description of Unit Prices in nords exclusive of VA3

Price

Purchase of a gradier: This price commentes under the regularion and conductions previously the compact in LCAP SULTE conduct and Conference of the Conferen

Document n°7: Detailed Cost Estimate

Junear to comment the habiter

ment the day

Detailed estimate

No	Description	Unit	Q'ty	UP	TP EVAT
01	Purchase and supply of a SEM919 Grader U 01				
Total	EVAT	800	110	911	U004
VAT	esseri fint				
AIR					
Total	IAT			All months of the control of the con	
Net Pa	ayment				

Name of Bidder	[insert the name of the Bidder]
Signature	[insert the signature]
Date	. [insert the date]

Document n°8: Sub Detail of Unit Prices

Sub-detail of unit prices

OptionN°1

N°	Description	Purchase cost	Transport cost	Command cost	Delivery charges	Margin	Unit Price ETVA
		0 15	DOM		100	MIII	1/1/[
		Les aux	- N				
		1 0 5 4 4 4					Read Harris Services

OptionN°2

Heading	Amounts
Departure from factory	
Freight	
Insurance	
«CAFrenduDouala»	
Custom duty	
Processingduty	
Unloading Taxes	
«ContrôleSGS»	
Transit+aconage	
Transport+intervention	
Others	
Bank charges	
After-sales service	
Registrationasembly	
Miscellaneous	
Totalexclusive of VAT	

Name of Bidder	[insert the name of the Bidder]
Signature	[insert the signature]
Date	. [insert the date]

1ºMnoingO

Document n°10: Model of Contract

Option Nº2

Instantion

A Al cancuDructure

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Instantialus I instantia

Instantialus I instantialus

Instantialus I instantial

of



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRAISATION

BAMENDA CITY COUNCIL

SECRETARIAT GENERAL

DEPARTMENT OF TECHNICAL SERVICES

SERVICE OF PULIC CONTRACTS AND PROCUREMENT

CONTRACT N°/	C/ BCC/SG/DTS/SPC	CP/2020 of		
Awarded through Op	en National Invit 24 for the purchase o	ation to	tender	N°003/ONIT/BCCTB/2024
AWARDED TO:				
P.O Box	x:			
Tel:				
RC N°	2.10			
Registrati	on N°			
SUBJECT: Purchase of a	Cuadau			
PLACE OF DELIVERY:	Bamenda City Coun	ıcil		
AMOUNT OF CONTRAC				
or confiden	or. hyrera.			
Total exclusive of all taxe	es			
VAT (19.25% Total witho	ut taxes)			
I.R (2.2 % Total without ta	ixes)			
TOTAL inclusive of all ta	axes			
Net Payment (Total – IR)				
DURATION OF DELIVE			on N°	uso a Silbord Bull sep
	SIGNED, NOTIFIED,	on		

BETWEEN:	
THE BAMENDA CITY COUNCIL, "Contracting Authority"	represented by the City Mayor, hereby denominated
COUNCIL	BAMENDA CITY
	NAME OF THE PROPERTY OF THE PR
	XXX 1 2 2 2 3 1 1 1 2 3 2 3 3 3 3 3 3 3 3 3
ON ONE HAND,	
tender 27693 ONE BUILTB 2021	COMPRACT No. O BC C'SCOTSSECT 2020 of Awarded decuglic open National Invitation to 2024 for the purchase of a Student
AND	AWARDED TO-
THE ENTERPRISE:	
P.O Box:	
Tel: RC N°	SUBJECT: Parchase of a Grader
Registration N°	
	MOUNT OF CONTRACT: IN PURA:
	Total exclusive of all taxes
Represented by its General Director,	, hereby denominated
"The Contractor"	
	DURAFION OF DELIVERY Two (02) calendar months
ica V ^{at}	FUNDING: 2024 Public Investment Budget, Authorizat
ON THE OTHER HAND,	

IT HAS BEEN AGREED AND CONCLUDED AS FOLLOWS:

Summary

Titre I : Special Administrative Clauses (GAC)

Titre II : Descriptive of the Supply

Titre III : Price list schedule

Titre IV : Detail Estimate (DE)

Titre V : Calendar of delivery

Page and the last			
CONTRACT N° /C/ BCC/SG/DTS/SPCP/2024 of	orusioisa.	Special No	
Awarded through Open National Invitation to Tend	ler N°00	3/ONIT/BCO	CTB/2024 of
AMOUNT OF CONTRACT: IN FCFA	elabolic	e pilotelia s	TH our
Total exclusive of all taxes			
VAT (19.25% Total without taxes)	1(1) 2,000	le Linisti :	71.5111
I.R (2.2% Total without taxes)		1 1 1 1 1	T/ and F
TOTAL inclusive of all taxes	4.104 (13) T	al astribustical	7 em 1
Net Payment (Total – IR)			
DELIVERY DEADLINE: Two (02) calendar months VISA AND SIGNATURE	ES		
Bamenda, the			
Signed by the City Mayorof Bamenda ContractingAuthority	a City Cou	ncil	
Bamenda, the			
REGISTRATION			

Document n°9: Model of Documents

Annex 1: Tender Model

I, the undersigned [insert name and title of signatory]
representing the Company, Enterprise or Group ⁽⁸⁾ whose head office is inregistered in the registrar's office ofunder
After having read all the documents contained or referred to in the Open National Invitation to Tender including additives No
- Submit and pledge to deliver the supplies in accordance with the documents of the Open National Invitation to tender, with the price I have stated on the basis of schedule prices and quantities, which prices brings out the amount of the offer at
evolucive of VAT and at
[in figures and in words]
- Promise to render the services within a time limit of months
- Also promise to maintain my offer in the time limit of days [insert duration, in principle 90 days],
after the deadline for submission of bids.
The discounts offered and the provisions of applications of those discounts are as follows:
The Council will liberate payment owed by her under this contract by crediting
Account Noopened in the name ofwith the bank
Before signing the contract, the present offer accepted by you will be worth a commitment between us.
Done aton the
Signature
asduly authorized to sign the offer for and
on behalf of (9)

Annex 2: Model of Bid Bond

Addressed to [The City Mayor of the Bamenda City	Council, "the Contracting Authority"
Considering that the Supplier, Herein re	
its bid datedfor the supply of one (1) gradesignated "the offer" and for which he will join a provision	" premiek ulisa da ci
We	k], represented by
The conditions of this obligation are:	
If the Bidder withdraws the offer during the validity submission; or	
If the Bidder having been notified of the award of the contribution the period of validity:	ract by the Contracting Authority during
- Fails to sign or refuses to sign the contract, when he is req	uired to do so;
- Fails to submit or refuses to provide the final bond of therein.	the Contract (final bond) as provided
We undertake to pay to the Contracting Authority an amorabove, upon reception of his first written request, withous ubstantiate his request, provided that in his request the Common the claims is due him because one of the above conspecify which condition(s) is (are) concerned.	ontracting Authority having to contracting Authority mentioned that the inditions, or both, are true, and he shall
This guarantee shall enter into force upon signature and as f Authority for the submission of bids. It will remain valid up the end of the period of validity of bids. Any request from the bank by registered letter with acknowledgment of rec	ntil the thirtieth day included following
the bank by registered letter with acknowledgment of recovalidity.	ceipt before the end of the period of
This bond is subject to its interpretation and execution undecourts will be the exclusive jurisdictions to adjudicate on all its aftermath.	matters relating to this engagement and
	Signed and authenticated by the bank

Annex 3: Model of final bond

	Bank: Reference of bond: No			
bor	The City Mayor of the Bamenda City Council in C Contracting Authority"			
	Considering that	e execution of the amenda City Council	Contract design	ated "the
	Considering that it is stipulated in the contract that the Authority a final bond, of an amount equal to [state percent the corresponding Contract, as guarantee of good finish conditions of the Contract;	e Supplier will su entage between 2%	bmit to the Co and 5] of the a his obligations	under the
	Considering that we have agreed to give the Supplier suc	ch guarantee bond,		
	We	[name and	address of	110
	represented by	di to baffuor naso	[name of	signatory]
	contractual commitments under the contract, without or reason whatsoever, all the amount up to the sum of words]. We agree that no change or addendum or modification obligation incumbent upon us in virtue of the present notification of any modifications, additions or changes.	ion to the contract	t will liberate	us of any
	This final bond shall enter into force upon signature a Contracting Authority, the approval of the contract. It month after the date of provisional reception.	and upon notificati will be released v	on to the Supp within a time li	lier by the mit of one
	After that date, the bond will be of no effect and will be us.	e returned to us wi	thout explicit re	quest from
	Any claim made by the Contracting Authority under th with acknowledgment of receipt, and should reach th commitment.	ie bank during the	period of van	religion tino
	This final bond is subject to its interpretation an Cameroonian courts will be the exclusive jurisdiction engagement and its aftermath.	nd execution under s to adjudicate on	er the Camero all matters rela	onian law. ting to this
	Signed and authenticated	by	the	bank
		at	on the,	
			[Signature of	of the bank]

Annex 4: Model of advance payment bond

address and a second second	ess) hereby declare by the present bond, on behalf of
the benefit of	[holder of the contract], to
Contracting Authority	
Tuthority	
The City Many Col. 7	
The City Mayor of the Bamenda City	
("The beneficiary")	
The payment, without any contestation	on, on receipt of the first beneficiary's written request, stating
[noider of the contract]	, has not fulfilled its obligations relating to reimburgeness
the start-up advance following the con	nditions of the Contract N°
the relating to the	e supply of one (1) grader to the Bamenda City Council, the
maximum total amount corresponding	g to the advance of twenty (20)% of the amount inclusive of
all taxes of the Contract No	payable upon notification of the corresponding
service order, that is:	CFA
The present bond will enter into force	and the control of
advance in the accounts of	e and take effect upon reception of respective shares of this
in the accounts of	[holder of the contract],] open in the bank
under the N°	
it will remain in force until the advance	e is repaid in accordance with the procedure laid down by the
GAC. However, the amount of the bor	nd will be reduced proportionately to the reimburgement of
the advance in proportion as the reimbu	rsement.
The law and jurisdiction applicable to	o the guarantee are those of the Republic of Cameroon.
	the Republic of Cameroon.
	Signed and outhout
	Signed and authenticated by the bank
	24
	at on the
	[Signature of the bank]

Annex 5: Model of bond for guarantee retention

Bank:	
Reference of the bond: No	
[Address of Contracting Authority]	
below referred to as "the Contracting Authority"	the bonefit of
Considering thatbelow referred to as "the Supplier" has undertaken in the executio of [indicate the subject of the services],	The City Viscous City of
Considering that it is stipulated in the contract that the guarantee ret- be determined] of the contract may be replaced by a interdependent	ention fixed at [percentage below 10% to bond,
Considering that we have agreed to give	the Supplier this bond, ddress of bank], represented by
[names of signatories], and here	below designated "the bank",
Accordingly, we hereby affirm that we are guaranthe Contracting Authority, on behalf of the Supplier, up to a max words] equivalent to [percentage below 10% to be précised] of the accordingly.	intors and responsible toward the imum of
And we undertake to pay to Contracting Authority, within a maximum request of the latter declaring that the Supplier has not met its contowards the Contracting Authority under the contract modified if the of payment or raise objection for any reason whatsoever, any percentage below 10% to be determined of the cumulative amount without that the Contracting Authority has to prove or explain why the amount indicated above.	all sum(s) within the amount equal to [unt of services contained in the final bill, or the reason for his request of the sum of
te !!! la #al	and the important and associated and
of final reception of services, and on a release order	issued by interest the met od!
Any request for payment made by the Contracting Authority unde letter with acknowledgment of receipt, received at the bank during	er this warranty must be made by registered g the period ofvalidity of this commitment.
This guarantee is subject to its interpretation and enforcement in will have exclusive jurisdiction over all matters relating	Cameroonian law. The Cameroonian courts to this engagement and its aftermath.
	Signed and authenticated by the bank
	toon
	[Signature of the bank]

(10) Where the deposit is made after the commencement of services and covers the entire guarantee or 10% of the contract.

Annex 6: Model of authorization from the manufacturer

[The Bidder shall request the Manufacturer that he prepares this letter as indicated in brackets. The authorization letter must be on the heading of the Manufacturer and must be signed by a person duly authorized to sign documents binding on the Manufacturer. The Bidder shall include in its offer, if required in the Tender file]

	Date [insert date (day, month, year) of Bid Submission]
ONIT Noof the	Bid] [insert references to the
Alternative N°: [Insert identification N	To if this is a Bid for an alternative]
To: [insert full name of Contracting Author	rity]
Considering that:	
[Insert complete name of Manufacturer] as having factories [insert full address of the	re manufacturers of [indicate goods manufactured] factory]
We hereby authorize [insert complete name with you for Tender No [Insert reference of	e of Bidder] to submit a bid, and possibly sign a contract of the Tender file] for these goods manufactured by us.
We confirm our full guarantee and we guar offered above for this tender.	rantee in conformity with the Tender file for supplies
Name [insert full name of the person signing As [state capacity of signatory]	ng the authorization]
Signe	ed [insert signature]
	Duly authorized to sign the Authorization on behalf of [Insert complete name of Manufacturer]
	Dated day of

ANNEX No. 7: EVALUATION GRID Gradies to legate advestigate

	NAME OF ENTERPRISE:	VEC/NO	
31	GENERAL PRESENTATION OF BIDS	YES/NO	
14	- Presence of all documents	OF MERCH	
MATE	- Properly bind [skii.nshings] sidt at hesteamen h	255 1015	
	- Property ona		
	- Table of content		
zine	- Separators in colour apart from white		
	- Order prescribed respected	TIMO	
1 371	- Clearness of the documents		
32	AVERAGE ANNAUL TURNOVER		
	Cumulated turnover of 150milion for the past five (5) years	es or simila	
33	THE COMPANY REFERENCES (Three references of the company in the Domain of supplies or similar works for the past 3 years with amounts more than 100million (Attach 1 st and last page of each contract and minutes of final reception for supplies up to 2022 and minutes of provisional reception for supplies in 2023).		
	First project:		
	Second project:	Conside	
1	Third project:	P. L. DSTITE	
B4	ACCESS TO A CREDIT LINE (PRE-FINANCING CAPACITY)	i Buranii	
	Pre-financing capacity of at least 75% of the project amount		
B5	AVAILABILITY OF SPARE PARTS	Pollott.	
Str	Existence of an attestation of spare parts signed by the manufacturer or the bidder on honour.	by diviv	
B6	AFTER DELIVERY SERVICES	11	
108	Existence of an attestation of after delivery services signed by the manufacturer or the bidder on honour	noo a w parafto	
B7	MANUFACTURER'S AUTHORISATION		
	Existence of a Manufacturer's authorisation according to the model attached to the tender file.	Name L	
B8	METHODOLOGY OF THE SUPPLY	1	
	Detailed technical note on the description of the supply		
	Respect of delivery deadline sandsmale magnit bonnie.		
	Acceptable planning of the supply		
	Management schadula		
B9	THE PROPERTY OF MILE PROPERTY OF A VINDIL ALEU IN	THE	
	Grader, Model: SEM919	-	
	Overall dimension (L*W*H):8,703*2,630*3,360mm		
B10			
tille	All pages of the Special Administrative Conditions (SAC) dully initialled on each page signed and dated on the last page.		
	All pages of the Technical Specifications (TS) dully initialled on each page, signed and dated on the last page.	1	
B11	Warranty certificate		

Only bids considered being substantial responsive after the technical evaluation shall be accepted for financial evaluation. (AT LEAST 75% of yes)

Document n°11: Preliminary Studies

Justification of preliminary studies

- 1. Were preliminary studies carried out on this project? Yes.
- 2. if yes attach the report and indicate:
 - 2.1. the date; 2024
 - the name of the public or private Project Manager: Department of Technical Services, BCC;
 - 2.3. Reference of the contract, if private supervision carried it out; _____
 - 2.4. Description of the studies: Term of Reference, Technical Specifications;
- 3. Are the quantities in the quotations compatible with the available funding? Yes

In case where the quantities are not compatible with the available funding, the Tender Board will require the updating of the studies prior to the launching of the consultation.

4. For services of less importance, the Contracting Authority may equally furnish a calculated justification of the quantities in the TD.

The Chairman of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies carried out.

Documentn°12: List of Banking
institutions and
financial
organizations
authorized to
issue bonds in the
framework of
public contracts

List of Banking institutions and Insurances:

A- BANKS

- 1- Afriland First Bank (First Bank);
- 2- Banque Atlantique du Cameroun (BACM);
- 3- Banque Internationale du Cameroun pour l'epargne et le Credit (BICEC)
- 4- City Bank Cameroon (City group);
- 5- Commercial Bank Cameroom (CBC)
- 6- Ecobank Cameroon (EcoBank);
- 7- National Financial Credit (NFC-BANK);
- 8- Societe Commerciale de Banques-Cameroun (CA SCB);
- 9- Societe Generale des Banques au Cameroun (SGBC);
- 10- Standard Chartered Bank Cameroon (SCBC)
- 11-Union Bank of Cameroon PLC(UBC)
- 12-United Bank for Africa (UBA)

B- INSURANCE COMPANIES

- 1- Chanas Insurance;
- 2- Activa Insurance
- 3- Zenithe Insurance