

REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie
MINISTRE DE LA DECENTRALISATION ET DU
DEVELOPEMENT LOCAL
DELEGATION REGIONALE DU NORD OUEST
DEPARTEMENT DE BUI
ARRONDISSEMENT DE JAKIRI
COMMUNE DE JAKIRI



REPUBLIC OF CAMEROON
Peace - Work - Fatherland
MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT
NORTH WEST REGIONAL DELEGATION
BUI DIVISION
JAKIRI SUB DIVISION
JAKIRI COUNCIL

JAKIRI COUNCIL INTERNAL TENDER BOARD

TENDER FILE

REQUEST FOR QUOTATION

N° 01/RQ/JC/JCITB/PIB 2024 OF 2 MAY 2024 FOR THE
SUPPLY OF BENCHES TO SOME NURERY SCHOOLS IN
JAKIRI, JAKIRI SUB DIVISION BUI DIVISION NORTH WEST
REGION

EMERGENCY PROCEDURE

CONTRACTING AUTHORITY: THE MAYOR JAKIRI COUNCIL

FUNDING: 2024 PUBLIC INVESTMENT BUDGET MINISTRY OF BASIC EDUCATION

RECORD NUMBER: _____


BUDGET HEADS: _____

FINANCIAL YEAR 2024

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DOCUMENT 1



REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie
MINISTRE DE LA DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL
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DEPARTEMENT DE BUI
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REPUBLIC OF CAMEROON
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MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT
NORTH WEST REGIONAL DELEGATION
BUI DIVISION
JAKIRI SUB DIVISION
JAKIRI COUNCIL

REQUEST FOR QUOTATION

N° 01/RQ/JC/JCITB/PIB 2024 OF 22nd January 2024 FOR THE SUPPLY OF BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI, JAKIRI SUB DIVISION BUI DIVISION NORTH WEST REGION

1. SUBJECT OF THE INVITATION TO TENDER: Within the framework of the execution of the 2024 state budget, the State of Cameroon represented by the Lord Mayor of Jakiri Council hereby launches in an emergency procedure a request for quotation for the supply of BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI.
2. NATURE OF SUPPLIES: The services of this contract comprise notably: the supply of BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI, Jakiri Sub Division, Bui Division, North West Region
3. DELIVERY DEADLINE: The maximum deadline provided by the Project Owner and Contracting Authority for the delivery of the supplies forming the subject of this invitation to tender is sixty (60) calendar days (2 Months)
4. ALLOTMENT: The supplies shall be in one lot.

S/N	Designation of part	Estimated cost
1	SUPPLY OF of BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI,	10,000,000

5. PARTICIPATION: Participation in this present invitation to tender is opened to all registered and qualified companies or groups of companies based in the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in the domain.

6. FINANCING: The said Works shall be financed by the Public Investment Budget (PIB) of the Ministry of BASIC EDUCATION for the 2024 financial year assigned to the Mayor of Jakiri Council as Contracting Authority with Budget Heads N°: _____

7. CONSULTATION OF TENDER FILE: The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts) during working hours at the Jakiri Council or contact TEL: 650 61 24 72

8. ACQUISITION OF TENDER FILE: The file may be obtained at the Jakiri Council, at the Service for the award of Public Contracts, Telephone No + 650 61 24 72 as soon as this notice is published against payment of a non- refundable sum of (25 000) Twenty five thousand CFA francs, payable at the Jakiri Council Treasury representing the cost of purchasing the tender file.

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

award of contracts not later than 02nd Feb 2024 at 10am local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions:

REQUEST FOR QUOTATION

N° 01 /RQ/JC/JCITB/PIB 2024 OF 22nd ^{16 May} January 2024 FOR THE SUPPLY OF BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI, JAKIRI SUB DIVISION BUI DIVISION NORTH WEST REGION

(To be opened only during bids opening session)

10. BID BOND: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of One Hundred and Fifty Thousand (150,000) francs CFA, and valid for thirty (30) days beyond the date of validity of bids.

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

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

12. OPENING OF BIDS: The offers shall be opened in a single phase, in the conference hall of the Divisional Delegation of Public contracts Bui, on 02ND FEB 2024 At 11:00 am. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected. Bids shall be opened and assessed in a single (01) phase.

This shall involve:

- i) Opening and appraisal of validity and authenticity.
- ii) Opening of envelopes containing technical and financial documents to appraise and evaluate technical proposals

NB: Any bids which shall not obtain 75% score in the technical evaluation shall be eliminated.

13. Evaluation criteria

13.1 Eliminatory criteria

- Absence of a document in the administrative file;
- Absence or non-conformity of a document in the administrative file after 48 hours
- Submission after the deadline prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- Non-compliance with the model tender;
- Absence of prospectus accompanied by the technical sheets from the manufacturer;
- Absence of agreement or authorization from the manufacturer, where applicable.
- Omission of a unit price in the financial bid;
- Non-respect of 75% of essential criteria;

13.2 Essential criteria

- General presentation of the tender files;
- Financial capacity;
- After-sales service;
- References of the company in similar achievements;
- Quality of the personnel;
- Technical organization of the works;
- Safety measures on the site;
- Logistics;
- Attestation and report of site visit;
- Special Technical Clauses initialed in all the pages;
- Special Administrative Clauses completed and initialed in all the pages

14. AWARD: The contract shall be awarded to the lowest bidder, who fulfills the technical and administrative requirements.
15. VALIDITY OF OFFERS: Bidders will remain committed to their offers for 60 days from the deadline set for the submission of bids.
16. COMPLEMENTARY INFORMATION: Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at Jakiri Council or contact (Telephone N°:-----).
17. AMENDMENT TO THE INVITATION TO TENDER: The Contracting Authority reserves the right, if warranted, to subsequently amend this invitation to tender.



Jakiri, the 16th May 2014
MAYOR, JAKIRI COUNCIL
(Contracting Authority)

Copies:

- MINMAP BUI
- ARMP
- Chairpersons JCITB
- Notice boards



REQUEST FOR QUOTATION

N° 01 /RQ/JC/JCITB/PIB 2024 OF 22nd January 2024 FOR THE SUPPLY OF BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI, JAKIRI SUB DIVISION BUI DIVISION NORTH WEST REGION (To be opened only during bids opening session)

CONSULTATION

- 1) OBJET DE L'APPEL D'OFFRES: Dans le cadre de l'exécution du budget d'investissement 2024 de la MINSANTE, le Gouvernement du Cameroun représenté par Le Maire de la commune de Jakiri lance en procédure d'urgence pour le compte de la Commune de Jakiri Arrondissement de Jakiri dans Le Département de Bui, Région du Nord-Ouest un avis d'Appel d'Offres National Ouvert pour la fourniture des équipements tableau banc dan certain ecole a Jakiri.
- 2) Consistance des travaux : Le service requis dans cet Appel d'Offres concerne la fourniture des équipements tableau banc dan certain ecole a Jakiri. Jakiri, Arrondissement de Jakiri dans Le Département de BUI, Région du Nord-Ouest. Les travaux objets du présent appel d'offres consistent les détails des descriptions mentionnées et dans le cadre du détail estimatif.
- 3) DELAI D'EXECUTION : Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de soixante jours continus (02 mois) à partir du jour de la notification de l'ordre de service.
- 4) COÛT PRÉVISIONNEL: Le coût prévisionnel de l'opération à l'issue des études préalables est de:

No	Désignation	coût prévisionnel
1	la fourniture des équipements tableau banc dan certain ecole a Jakiri.	10.000.000

5) PARTICIPATION: La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises ou groupes d'entreprises ayant une bonne réputation ainsi que expertise professionnel, technique et financier dans la construction des bâtiments publics et travaux publics exerçant au Cameroun.

5) FINANCEMENT: Les travaux, objet du présent appel d'offres sont financés par le Budget d'investissement de MINSANTE au titre de l'exercice 2024 assigné au Maire de la commune de Jakiri, sur la ligne d'imputation budgétaire _____

Objet	Coût prévisionnel	N° de l'imputation	N° de l'autorization de dépense
la fourniture des équipements tableau banc dan certain ecole a Jakiri.	10.000.000		

7) CAUTIONNEMENT PROVISOIRE: Chaque soumissionnaire doit inclure dans ses documents administratifs, une garantie de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréé par le Ministère en charge des Finances d'un montant égal à 150.000 (cent cinquante mille) francs CFA. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

NB: Pendant l'installation de l'attributaire au site de la construction, il sera obligé de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

8) CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le Dossier d'Appel d'Offres peut être consulté aux heures ouvrables à la Commune de JAKIRI, Service de Passation des Marchés Publics Tél. 121 6124 Dès publication du présent avis.

9) ACQUISITION DU DOSSIER D'APPEL D'OFFRES: Le Dossier d'Appel d'Offres peut être obtenu à la Commune de JAKIRI, Service de Passation des Marchés Publics Tél. : +237 650612477, dès publication du présent avis, contre présentation d'une quittance de versement au Trésor de la commune de JAKIRI, de la somme non remboursable de 15 000F CFA (quinze Mille Francs CFA) représentant les frais d'achat du dossier

10) REMISE DES OFFRES : Chaque offre, rédigée en français ou en anglais en Sept (07) exemplaires dont un (1) original et Six (6) copies marquée comme telle, devra parvenir contre récépissé à la Commune de JAKIRI, Service de Passation des Marchés Publics Tél. : +237 650612477 au plus tard le 02 Feb 2024 à 10heures, heure locale et devra porter la mention suivante ::

CONSULTATION

N° 01 /RQ/JC/JCITB/PIB 2024 OF 22nd January 2024 FOR THE SUPPLY OF BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI, JAKIRI SUB DIVISION BUI DIVISION NORTH WEST REGION

"A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT"

11) RECEVABILITÉ DES OFFRES: Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

12) Ouverture des plis: L'ouverture des plis se fera le 02 Feb 2024 à 11heures, heure locale en une phase par la Commission interne de Passation des Marchés de commune de Jakiri, (Salle De Conference Du Commune de Jakiri) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise.

Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

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

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

A) Critères éliminatoires

- Absence d'un document dans le dossier Administratif auprès 48h
- Fausse déclaration ou pièce falsifiée
- Absence ou insuffisance du cautionnement
- Offres remise dans les enveloppes ou paquets ouverts,
- Offres remise après le délai
- Omission, dans le bordereau des prix, d'un prix unitaire
- Dossier technique ou financier incomplet
- Capacité financière non justifiée
- Note technique inférieure à 75% au niveau de l'évaluation administrative et technique

B - Essential criteria

- presentation General de l'Offre;
- Capacité financière;
- Les references de l'entreprise dans les meme domaine;
- Qualité du personnel;
- organisation Technique du travail;
- Les mesures de securité sur le site;
- Logistics;
- Attestation et report du visit de site;
- Les Clauses technique vise sur toute les pages;
- Les Clauses administratifs vise sur toute les pages.

Remarque :

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

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

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

16) Les Renseignements Complémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service Départemental de Passation des Marchés situé à la Commission interne de Passation des Marchés de commune de Jakiri (Téléphone N°: 237-----).

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



Jakiri, the

16-5-24

Le Maire, commune de Jakiri

AUTHORITE CONTRACTANTE

Ampliation:

- ARMP (pour publication et archivage)
- Notice boards (for information)
- Contracts Service (for archiving)
- Charman, CIPM
- Chrono

DOCUMENT 2

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Article 1: Scope of offer

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

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

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

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

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

Article 2: Financing: The source of financing of the supplies forming the subject of this invitation to tender shall be specified in the Special Regulations of the invitation to tender.

Article 3: Fraud and corruption

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

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

i. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract.

ii. Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract.

iii. "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;

iv. "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract;

v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

b. Any award proposal shall be rejected if it is determined that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices in the award of this contract.

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

Article 4: Candidates allowed to compete

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

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

(a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.

(b) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest. A bidder shall be judged to be in a situation of conflict of interest if he:

i) is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or

ii) presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid; or

iii) The Contracting Authority or Project Owner has financial interests in the share capital in way as to compromise the transparency of the contracts award procedure.

(c) The bidder must not have been excluded from bidding for public contracts.

(d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct or indirect supervisory authority of the Contracting Authority or Project Owner.

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

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

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

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

Article 6: Qualification of bidder

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

(a) Submit a power of attorney making the signatory of the bid bound by the offer; and

(b) furnish all the information (to complete or update the information included in the request for prequalification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

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

(i) The production of certified balance sheets and recent turnover;

(ii) access to a credit line or availability of other financial resources;

(iii) orders acquired and contracts awarded;

(iv) pending litigations; and

(v) Availability of indispensable equipment.

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

a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;

b. The bid and the contract must be signed in a way that is binding on all members of the group;

c. The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;

d. The member of the group designated as the representative shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.

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

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

B. Tender File

Article 7: Content of Tender File

7.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The letter of invitation to tender applicable to restricted invitations to tender.
Document No. 2	The tender notice in English and French signed by the Contracting Authority
Document No. 3	The General Regulations of the invitation to tender
Document No. 4	The Special Regulations of the invitation to tender
Document No. 5	The Special Administrative Conditions
Document No. 6	The description of the supplies which includes: <ul style="list-style-type: none">- The list of the supplies and ancillary services;- Technical specifications and for complex projects.
Document No. 7	Schedule of unit and all-in prices.
Document No. 8	Schedule of detailed estimates.
Document No. 9	Schedule of sub-details of unit and all-in prices.
Document No. 10	Model contract.
Document No. 11	Models to be used by bidders.
Document No. 12	Justifications of preliminary studies to be filed by the Project Owner or Delegated Project Owner.
Document No. 13	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

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

Article 8: Clarifications on the Tender File

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

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

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

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

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

Article 9: Amendment of the Tender File

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

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

bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Contracting Authority,

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

C. Preparation of bids

Article 10: Bidding fees: The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority shall in no case be responsible for these costs nor pay them whatever the evolution or outcome of the invitation to tender procedure.

Article 11: Language of bid: The bid as well as any correspondence and all documents concerning the bid exchanged between the bidder and the Contracting Authority shall be drafted in English or French. Complementary documents and the forms provided by the bidder may be drafted in either language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case and for reasons of interpretation of the bid, the translation shall be considered to be authentic.

Article 12: Constituent documents of the bid

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

a. Volume 1: Administrative file: It includes:

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

b. Volume 2: Technical bid

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

b.2 Technical proposals: The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

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

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

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

c. Volume 3: Financial bid: The Special Regulations specify the elements that will help in justifying the cost of the services, namely:

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of unit and/or all-in prices;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;

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

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

Article 13: Bid price

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

In indicating the price, the supplier is free to use the services of a transporter and to obtain insurance services from any country, subject to the conditions of eligibility attached to the financing agreement. Prices proposed in the schedules of sub-details of prices for Supplies and Ancillary Services shall be presented in the following manner:

a. For supplies manufactured in Cameroon:

i. Prices exclusive of taxes of supplies at the local level;

ii. Sales and other taxes collected on the supplies which will be due if the contract is awarded;

iii. The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the Special Regulations of the invitation to tender.

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

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

Article 14: Currency of bid: Prices shall be drawn in the CFA franc.

Article 15: Documents attesting to the eligibility of the bidder: The bidder shall furnish as full part of his bid, documents attesting that he meets the conditions of the provisions of article 4 of the General Regulations.

Article 16: Documents attesting to the admissibility of supplies

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

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

Article 17: Documents attesting to the conformity of supplies

17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his bid, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the Supplies Description.

17.2 These proofs may take the form of prospectus, drawings or data and include a detailed description of the main technical and performance characteristics of the supplies and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the Supplies Description.

17.3 The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the supplies from the start of their use by the Project Owner and during the period specified in the Special Regulations.

17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by the Project Owner or Delegated Project Owner in the Quantity Schedule, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

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

Article 18: Documents attesting to the bidder's qualification: Documents attesting that the bidder is qualified to execute the contract if his offer is accepted shall establish to the satisfaction of the Contracting Authority that:

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

Article 19: Bid bond

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

19.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.

19.3 Any bid without an acceptable bid bond shall be rejected by the (Tenders Board) as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should mention each member of the associated grouping.

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

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

19.6 The bid bond may be seized:

- a) If the bidder:
 - i) withdraws his bid during the time-limit which he specified in his bid;
 - ii) Does not accept the correction of errors in application of article 30(4) of the General Regulations; or
- b) If the bidder retained:
 - i) Defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or
 - ii) Defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

Article 20: Validity of bids

20.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority as not being in conformity.

20.2 Under exceptional circumstances, the Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor be authorised to do so.

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

Article 21: Form and signature of the bid

21.1 The bidder shall prepare an original of the constituent documents described in article 12 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

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

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

D. Submission of bids

Article 22: Sealing and marking of bids

22.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "ORIGINAL" and "COPY", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.

22.2 The external and internal envelopes :

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

b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

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

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

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

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

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

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

Article 24: Late bids: Any bid received by the Contracting Authority beyond the deadline for the submission of bids set by the Contracting Authority in application of article 23 of the General Regulations shall be declared late and consequently rejected.

Article 25: Modification, substitution and withdrawal of bids

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

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

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

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

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

E. Opening of envelopes and evaluation of bids

Article 26: Opening of envelopes and petitions

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

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

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

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

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

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

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

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

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

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

Article 27: Confidential nature of the procedure

27.1 No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public, subject to the disqualification of the bidder and the suspension of the authors from all activities related to public contracts.

27.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in their award decision may cause the rejection of his bid.

27.3 Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

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

28.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.

28.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 29: Conformity of bids

29.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

29.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

29.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:

- a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
- b. which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
- c. Whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

29.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.

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

Article 30: Evaluation of technical bid

30.1 The Evaluation sub-committee shall examine the bid to confirm that all the conditions fixed in the Special Regulations and Special Administrative Conditions were accepted by the bidder without substantial difference or reservation.

30.2 The sub-committee shall evaluate the technical aspects of the bid presented in accordance with article 17 of the General Regulations in order to ensure that all the stipulations of the Schedule of prices, delivery calendar and Supplies Specification (technical specifications, plans, inspections and trials) are respected without substantial difference or reservation.

30.3 If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the Evaluation sub-committee establishes that the bid does not essentially conform in application of article 29 of the General Regulations, it shall propose to the Tenders Board that the said bid be set aside.

Article 31: Qualification of the bidder: The Evaluation sub-committee shall ensure that the bidder retained for having submitted the bid that substantially conformed to the provisions of the Tender File, meets the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid arbitrariness in determining qualification.

Article 32: Correction of errors

32.1 The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:

a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.

b) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;

c) If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.

32.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee in accordance with the error correction procedure referred to above and with the confirmation of the bidder, the said amount shall be considered to commit him.

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

Article 33: Financial evaluation of bids

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

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

a) the bid price, indicated according to the provisions of article 13 of the General Regulations;

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

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

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

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

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

F. Award of the contract

Article 35: Award of the contract

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

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

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

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

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister in charge of public contracts where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

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

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

Article 38: Notification of the award of the contract: Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Project Owner will pay the supplier to execute the contract and the execution time-limit.

Article 39: Publication of results of award and petitions

39.1 Any award decision of a public contract by the Project Owner or the Delegated Project Owner shall be inserted with an indication of the price and deadline in the Public Contracts Journal published by the body in charge of the regulation of public contracts or any other publications authorised to do so.

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

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

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

39.5 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, the Contracting Authority and the chairperson of the said Tenders Board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 40: Signing of the contract

40.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board for examination and opinion and where applicable to the prior endorsement of the Minister in charge of public contracts.

40.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder and where applicable after the endorsement of the Minister in charge of Public Contracts.

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

Article 41: Final Bond

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

41.2 The bond whose rate varies between 2 and 5% of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment in accordance with the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

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

41.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

Special Regulations of the invitation to tender

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

General	
	1. Definition of supplies: The supply of BENCHES TO SOME NURSERY SCHOOLS IN Jakiri Subdivision, Bul Division, North West Region 03
1.1	Name and address of Contracting Authority: THE MAYOR, Jakiri COUNCIL Reference of the invitation to tender: N° _____/RQ/JC/JC/TB/PIB 2024
1.2	Delivery deadline: Sixty calendar days (2 months)
2.1	Source of financing: MINEDUB 2024 Name of project: The supply of BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI, Jakiri Subdivision, Bul Division, North West Region.
4.2	Criteria:
5.1	Criteria of origin of supplies:
6.1	Bidder's qualification: <ul style="list-style-type: none"> - Turnover; - Supplier's references - Availability of material and essential equipment - Experience of supervisory staff - Manufacturer's authorisation - Availability of spare parts - After-sales service - The non-respect of 80 % of criteria leads to the elimination of the bid.
11.	Language of bid: English or French
12.1	<p>The list of documents on qualification referred to article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:</p> <p>Envelope A- Volume 1 Administrative file</p> <p>The administrative file should contain the following documents after 48h</p> <ul style="list-style-type: none"> a. The declaration of the intention to bid, (according to the attached model); b. The group agreement, where necessary; c. The power of attorney, where necessary; d. An attestation of solvency established by a Court of First Instance or any other document established by the competent institution of the place of residence of the bidder dating less than three (3) months preceding the date of submission of offers. e. An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance, except otherwise provided for by the funding agreement. f. A receipt of purchase of the Tender File. g. The bid bond (according to the attached model) of an amount of one hundred and fifty thousand (150,000) fca h. A Certificate of Non Exclusion from public contracts issued by the Director General of ARMP. i. A Clearance Attestation signed by the Director General of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old. j. A Tax Clearance Certificate signed by the Director General of Taxes stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old. <p>In case of group bidding, each member of the group must present a complete administrative file, items e, f and g being presented only by the representative of the group</p> <p>Envelope B- Volume 2: Technical bid</p>

	<p>b. 1 Information on qualification</p> <ul style="list-style-type: none"> - Proof of having executed 3 similar contracts during the last 3 years, with amounts of the said contracts, coordinates of officials of the projects or Project Owners as well as justificatory documents (copies of the first and last pages of contracts or jobbing orders, delivery slips signed by the Project Owner, minutes of acceptance certifying to the proper execution of these contracts); <p>- b. 2 Technical proposals: Description of the organization of worksite and methods of execution of works with technical details</p> <ul style="list-style-type: none"> - The planning (schedule of the execution of works) - Site visit attestation and Site visit report - The duration for the execution of the works - Environmental protection - Security measures on site - Sources and quality of materials - Appropriate technical specifications <p>That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.</p> <p>b. 3 Delivery deadline: the delivery deadline shall sixty calendar days (02 months)</p> <p>b. 4 Proofs of acceptance of conditions of the contract: The bidder should submit copies of duly initialed administrative and technical documents governing the contract, namely:</p> <p>a) The Special Administrative Conditions (SAC);</p> <p>b) The Technical Specifications (TS).</p> <p>Envelope C. Volume 3: Financial bid</p> <p>It includes all the elements that help in justifying the cost of services namely:</p> <p>c. 1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;</p> <p>c.2 The duly filled unit and/or all-in price Schedule;</p> <p>c.3 The duly filled bill of quantities and detailed estimates;</p> <p>c.4 The sub-details of unit prices and/or breakdown of all-in a prices.</p> <p>To this effect, bidders should use the documents and models provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations concerning the other possible forms of bid bond.</p> <p><u>N.B</u> The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.</p>
	Bid price and currency
13.2	The price of this contract shall be fixed.
14	Currency of bid
	Prices shall be drawn in the following currencies: francs cfa
15.2	Currency of country of Contracting Authority: francs cfa
15.3	
17.3	Period of functioning of the supplies: Two Months
	Preparation and submission of bids
19.1	Amount of the bid bond: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of one hundred and fifty Thousand (150,000) francs CFA, and valid for thirty (30) days beyond the date of validity of bids
20.1	Period of validity of bids: The period of validity of bids is 60 days from the date of submission of offers
21.1	The number of copies of the bid which must be filled and sent: Seven (7) copies, that is one (01) Original and six (06) copies labelled as such. These shall be submitted in one sealed pack containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file
22.2	Address of the Contracting Authority to be used for the submission of bids: Jakiri Council
	Service of award in charge of the award of contracts
	Number of the invitation to tender: N° _____/RQ/JC/CITB/PIB 2024
23.1	Date and time limit for submission of bids: The sealed pack shall bear no information about the Company and shall reach Jakiri Council Service in charge of the award of contracts not later than 02 Feb 2024 at 10am local time

25.1	Venue, date and time of opening of bids: The offers shall be opened in a single phase, in the Conference hall of the Jakiri Council, 02 Feb 2024 At 11am.
Award of the contract	
43.1	The final bond shall be set at . It is constituted and transmitted to the Contract Manager within a and maximum deadline of twenty (20) days from the date of notification of the contract.
43.2	

Special Administrative Conditions (SAC)

Content

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
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Chapter II: Financial conditions

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- Article 20 - Interest on overdue payments (article 20 of GAC)
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- Article 28 - Trials and related services (article 28)
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- Article 30 - Documents to be furnished before the technical acceptance (article 41 of GAC supplemented)
- Article 31 - Provisional acceptance (articles 40 and 41 of GAC)
- Article 32 - Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)
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- Article 39 and last - Entry into force of the contract (GAC supplemented)

Article 1: Subject of tender

1.1 Subject of contract: The subject of this contract is the supply of Benches to some nursery schools in Jakiri Sub Division, Bui Division, North West Region according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

1.2 Nature of services: The supplies to be done consist of the supply of Benches to some nursery schools in the Jakiri council Area

Article 2: Award procedure (GAC supplemented): The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.

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

3.1 General definition:

- 1 The Contracting Authority: Shall be the Divisional Delegate of Public Contracts for Bui. He awards the contract and ensures the preservation of originals of contract documents and the transmission of copies to the Ministry in charge of Public Contracts and ARMP.
- 1 The Project owner (Authorising Officer): Shall be the Lord Mayor of Jakiri council; he represents the beneficiary administration of the services;
- 1 The Contract Manager: Shall be the Project Officer, Jakiri Council; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- 1 The Contract Engineer: Shall be the Divisional Chief of state Property for Bui, for herein after referred to as the Engineer.
- 1 The supplier: Shall be the determine after the award of the Contract.

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

- 1 The authority in charge of authorising payment shall be: The Lord mayor Jakiri council
- 1 The authority in charge of the clearance of expenditures shall be The Divisional finance controller for Bui
- 1 The body or official in charge of payment shall be The municipal Treasurer Jakiri council
- 1 The official competent to furnish information within the context of execution of this contract shall be the Divisional Chief of State Property BUI

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

1. The language to be used shall be [English and/or French].
2. The supplier shall be bound to observe the law, regulations and ordinances in force in the Republic of Cameroon both within his own organization and in the execution of the contract. If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Standards (article 3 of GAC supplemented)

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

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

Article 6: Constituent documents of the contract (Article 9 of GAC): The constituent contractual documents of this contract in order of priority are;

- 1) The bid or commitment letter;
- 2) The supplier's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Technical Specifications referred to above;
- 3) The Special Administrative Conditions (SAC);
- 4) The Technical Specifications (TS);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;

- 6) The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 033 of 13 February 2007;
- 7) The General Technical Conditions applicable to services forming the subject of the contract.

Article 7: General instruments in force: This contract shall be governed by the following general instruments:

ARTICLE 6: GENERAL APPLICABLE TEXTS

This Contract is subject to the following General texts of law The special General administrative Clauses (CCLS);

The law N° 96/12 of 05 August 1996 on the management of environment; The texts governing the trade;

Decree n° 2018/366 of 20 June 2018 to institute the Public Contracts Code

Decree n° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.

Decree n° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;

Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the Purchase fees for tender files;

Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;

Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;

Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award, execution and control of Public Contracts;

Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;

Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;

Decree N°2012/075 of 08 march 2012 to organize the Ministry of Public Contracts;

Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);

Circular N°001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;

The circular N° 0000242/C/MINFI of 30TH December 2020 on instructions relating to the execution of the finance law, the monitoring and execution of the State Budget, Administrative, Public Establishment, Regional and local Authorities for the 2021 financial Year;

The circular N° 00000001/CL/MINFI/MINDDEVEL of 04th January 2024 relating to the execution, monitoring and control of the execution of the budgets of regional and local authorities for 2024 fiscal year

Unified Technical Documents (DTU) for building works;

The Norms in force in the Republic of Cameroon; Other texts specific to contracting fields.

Article 8: Communication (Article 6 of GAC supplemented)

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

A. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after delivery of the supplies, correspondences shall be validly addressed to the Mayor of Jakiri council.

b. In the case where the Project Owner is the addressee:

Mr./Madam Mayor Jakiri Council, with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, where need be.

c. In the case where the Contracting Authority is the addressee:

Mr./Madam Mayor, Jakiri council, with a copy addressed within the same deadline to the Project Owner, Contract Manager, Engineer Project Manager, where necessary.

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

Article 9: Administrative Orders (Article 8 of GAC): The various Administrative Orders shall be established and notified as follows:

9.1 The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the supplier by the Contract Manager with copies to the Project Owner, Contract Manager, the Engineer, Project Manager and Payment Body.

9.2 On the proposal of the Project Owner, Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Contracting Authority and notified to the supplier by his services with a copy to the Project Owner, Contract Manager, Engineer, Project Manager and Paying Body. The prior endorsement of the Payment Body shall possibly be required for those with an incidence on the amount.

9.3 Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager and a copied to the Contracting Authority.

9.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Contracting Authority, Engineer and Project Manager.

9.5 Administrative Orders for suspension or resumption of supplies for reasons of the weather or other cases of force majeure shall be signed by the Contract Manager upon the proposal of the Project Manager and notified to the supplier by the Engineer (as per type of supplies).

9.6 With regard to Administrative Orders signed by the Contracting Authority and notified by the Project Owner, notification must be done within a maximum deadline of 30 days from the date of transmission by the Contracting Authority to the Project Owner. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner and proceed to carry out the said notification.

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

10.1 the contract shall be in one phase. At the end of the phase, the Project Owner shall accept the services and issue an attestation of proper execution to the supplier. This attestation shall condition the following conditional phase.

Article 11: Supplier's equipment and staff

11.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the supplier shall have himself replaced by a member of staff of equal competence (qualifications and experiences) or by equipment of similar performance and in good working order.

11.2 In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the Project Manager within 15 days of the notification of the Administrative Order to start execution. The Project Manager has 07 days to notify his opinion in writing with a copy to the Contract Manager. Beyond this time limit, these lists shall be considered as approved.

11.3 Any unilateral modification on the proposed equipment and supervisory staff made in the technical bid prior to and during the execution shall be a reason for termination of the contract as mentioned in article 34 below or application of penalties (specify). In case of replacement of key staff (site foreman etc.) in nonconformity with this article, the contractor shall be liable to a penalty worth a fifth part of one thousand (5/1000th) of the amount of the contract all taxes inclusive.

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

Chapter II: Financial conditions

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

12.1 Final bond: The final bond shall be set at three hundred Thousand (300,000) fctf. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days from the date of notification of the contract.

The guarantee must be returned or released within one month following the date of provisional acceptance of the supplies, following a release issued by the Project Owner upon request by the supplier.

12.2 Performance bond: The retention fund shall be set at _____ [10 % maximum] of the amount of the contract, inclusive of all taxes.

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

12.3 Guarantee of start-off advance

b) Refund of the start-off advance: The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 80% of the value of the contract.

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

- Amount exclusive of VAT: _____ () CFA F

- Amount of VAT: _____ () CFA F.

Article 14: Place and method of payment (GAC supplemented): The Project Owner shall pay the sums due by transfer into account No. _____ opened in the name of the supplier in _____ bank.

Article 15: Price variation (Article 17 of GAC)

15.1 Prices shall be firm.

a. Payments on bills made to the supplier as advances shall not be revisable.

b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

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

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

Article 18: Advances (article 21 of GAC)

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

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

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

Article 20: Interest on overdue payments (Article 20 of GAC): Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

A. Penalties for delay

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

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

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

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

B. Specific penalties (amounts to be specified)

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

! Late submission of final bond;

! Late submission of insurances.

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

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

i) Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;

ii) Registration dues in accordance with the Tax Code;

iii) Dues and taxes attached to the execution of services provided for in the contract;

iv) Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax); v) Council dues and

vi) Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices means VAT included.

Article 23: Stamp duty and registration of contracts (article 11 of GAC): Seven (7) original copies of the contract shall be stamped by and at the cost of the supplier, in accordance with the applicable regulations.

Chapter III: Execution of services

Article 24: Patent rights (GAC supplemented): The supplier shall guarantee the Project Owner against claims by third parties relating to the infringement or unauthorized use of a patent right, a trademark or industrial creation right resulting from the use of supplies or their components.

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

25.1 The place of delivery shall be some schools in Jakiri council area

25.2 The delivery deadline of the services forming the subject of this contract shall be: two (02) months

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

Article 26: Role and responsibilities of the supplier (GAC supplemented): The mission of the supplier shall be to ensure the supply of goods as described in the Technical Specifications under the control of the Project Manager and in conformity with this contract and the applicable rules and standards.

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

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

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

Article 28: Trials and related services (article 28 of GAC): The contractor shall hold a training workshop with the chief of works and the head of department after which an attestation of training is issued, in order for him to acquire some basic knowledge in the use of the equipment.

Article 29: After-sales service and consumables (article 14 of GAC): The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of six (6) months from the date of the final acceptance:

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

Chapter IV: Acceptance

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

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

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

Article 31: Provisional acceptance (articles 40 and 41 of GAC): Prior to the provisional acceptance, the supplier shall request in writing to the Contract Manager with a copy to the Engineer, the organization of a technical visit before the acceptance.

31.1 Trials included in preliminary operations to the acceptance shall be the testing of the equipment and the generator.

31.2 The Acceptance Commission shall comprise the following members for guideline only:

1. The Project Owner or his representative as chairperson;
2. The Contract Manager member;
3. The Contract Engineer Secretary
4. The IBE Jakiri Member
5. The Stores Accountant, Jakiri Council members;
6. The supplier member.
7. DD MINEPDED BUI Member
8. DD MINMAP observer

Members of the Commission shall be convened by the chairman to the acceptance by mail at least ten (10) days before the date of acceptance and the supplier shall be convened by mail ten days before acceptance. The supplier is bound to attend. He takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission. [quorum to be indicated].

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

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the Commission. The minutes of the provisional acceptance report shall specify or set the date of completion of the delivery.

31.3 There shall be no partial acceptance of the supplies.

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

Article 32: Documents to furnish after provisional acceptance (article 40 of GAC supplemented): The following documents shall be furnished after the provisional acceptance:

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

33.1 The guarantee period shall be six (06) months to run from the date of the provisional acceptance of the supplies.

33.2 During the guarantee period, the supplier shall be bound to provide all After-sales service and consumables.

Article 34: Final acceptance (article 48 of GAC)

34.1 The provisional acceptance shall serve as the final acceptance.

34.2 The Project Manager shall be a member of the commission.

34.3 The procedure for final acceptance shall be the same as for provisional acceptance.

34.4 The final acceptance shall mark the end of the contract and shall release the Project Manager of all obligations. The joint signature of the final detailed bills by the Project Owner, the supplier and the contracting Authority shall definitely end the contract.

Chapter V: SUNDRY PROVISIONS

Article 35: Termination of the contract (article 57 of GAC): The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 57, 58 and 59 of the GAC especially in cases of:

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

Article 36: Case of force majeure (article 56 of GAC)

[Specify the special provisions, where need be].

Article 37: Disagreements and disputes (article 61 of GAC): Differences or disputes born out of the execution of this contract may be the subject of amicable solution. Where no amicable solution can be found to a dispute, it shall be brought before the competent Cameroonian jurisdiction, subject to the following provisions: [to be filled, where need be].

Article 38: Production and dissemination of this contract (GAC supplemented): Seven (07) copies of this contract shall be produced at the cost of the supplier and furnished to the Contracting Authority.

Article 39 and last: Entry into force of the contract (GAC supplemented): This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the supplier by the Contract Manager
(See coherence with the General Administrative Conditions)

Document No. 6:
Technical specifications

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

1. The TS require that all supplies as well as the materials that make them up be new, unused, be the recent or current model and that they include all the improvements in issues of conception and materials, except the contract stipulates otherwise.
2. The TS take into account practices considered as being the best by experience. The use of specifications prepared in the same country and applied to the same sector may constitute a safe base to prepare the TS.
3. The use of the metric system is highly recommended.
4. The standardisation of TS may have advantages and depends on the complexity of the supplies and the repetitive nature of the award of contracts under consideration. The TS must be sufficiently general to avoid creating difficulties in use by the labourers of the materials, equipment generally used in the manufacture of similar supplies.
5. The standards in terms of equipment, materials and labour specified in the tender documents should not have an exclusion character. As far as possible, international standards must be used. References to trade marks, catalogue numbers or other details which circumscribe the materials or articles to a particular manufacturer must, as far as possible, be avoided. Where inevitable, such description of an article must always include the inscription "or equivalent in substance".
6. The TS describe in detail the requirements concerning, among others, the following aspects:
 - a) Standards required concerning materials and manufacturing and production of supplies;
 - b) Details concerning tests (type and number);
 - c) Complementary ancillary services necessary to ensure delivery/execution in due form;
 - d) Detailed activities borne by the bidder, possible participation of the buyer in these activities;
 - e) List of functioning guarantees (details) covered by the Guarantee and details concerning the applicable damages in case of the non-respect of this functioning guarantees.
7. TS specify the main technical and functioning characteristics required as well as the other requirements such as the guaranteed maximum or minimum values, as the case may be. If necessary, the Contracting Authority includes an ad hoc formula (document attached to the tender letter) in which the bidder furnishes the detailed information on the acceptable values or guarantees of the functioning guarantees.

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

TECHNICAL SPECIFICATION

Schedule of unit and all-in prices

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

THE SUPPLY AND INSTALLATION OF BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI,

NO	REFERENCE	DESIGNATION	Qty	U. P figures	in UP in word
101	47-004-160039	BENCHES	U		
102	04-002-190179	TABLE DE BUREAU EN BOIS PRELAQUE MARRON MODELE CO86 1.60M	U		
103	04-003-190087	CHAIRS	U		
		TOTAL WITHOUT TAXES			
		VAT 19.25%			
		AIR 5.5%			
		TOTAL TAXES			
		NET TO BE PAID			
		TOTAL AMOUNT TTC			

QUANTITIES AND COST ESTIMATES

THE SUPPLY AND INSTALLATION OF BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI,

NO	REFERENCE	DESIGNATION	Qty	U. PRICE	TOTAL PRICE
101	47-004-160039	BENCHES	288		
102	04-002-190179	TABLE DE BUREAU EN BOIS PRELAQUE MARRON MODELE CO86 1.60M	5		
103	04-003-190087	CHAIRS	5		
		TOTAL WITHOUT TAXES			
		VAT 19.25%			
		AIR 5.5%			
		TOTAL TAXES			
		NET TO BE PAID			
		TOTAL AMOUNT TTC			

1. List of supplies and delivery calendar

(The Project Owner fills this table except for the column "delivery date offered by the bidder" which is filled by the bidder. The list of articles must be identical to that which appears in the price schedule)

2. List of ancillary services and delivery calendar

[This table is filled by the Project Owner.]

The date of supplies of services must be realistic and coherent with the delivery dates (according to Incoterms)

[illegible]

[Address of Project Owner]

Hereinafter referred to as "the Project Owner"

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

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

Whereas we have agreed to provide the Supplier with this guarantee,

We _____ [name and address of the bank],

Represented by _____ [names of signatories] and hereinafter referred to as "the bank",

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

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

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this guarantee and we hereby incite to any amendment, addendum or change. This guarantee shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the supplies and upon release by the Project Owner.

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

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

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

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

IT No _____ of _____ No. REQUEST FOR QUOTATION N° _____
/ROU/CJCTB/PIB 2024 OF 22nd JAN 2024 FOR THE SUPPLY OF BENCHES TO SOME NURSERY
SCHOOL IN JAKIRI, BUI DIVISION OF THE NORTH- WEST REGION

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

To: THE LORD MAYOR JAKIRI COUNCIL [insert full name of Project Owner]

We the undersigned [insert full name of manufacturer]herby attest that [indicate the full name of the bidder]s authorised to commercialise our products (or where applicable, has a concession agreement.

We confirm all the guarantees and are guarantors for the supplies offered.

Signature [insert the signature]

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

1. African First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGF1 BANK)
4. Banque International du Cameroun pour l'Epargne et le Cr  dit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Soci  t   Camerounaise de Banque au Cameroun
10. Soci  t   G  n  rale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa

II- Insurance companies

14. Chana Insurance;
15. Activa Insurance
16. Zenith Insurance S.A. BP 1540/Doual.

N.B : la liste ci-dessus est   galement disponible sur le site web :www.arnp.cm

2. indicate

- 2.1. The date.
- 2.2. The name of the public or private Project Manager
- 2.3. References of the contract, if private supervision carried it out.
- 2.4. Description of the studies (for projects of less scope, an introductory statement may be presented in the form of preliminary studies on condition of revealing the determination of costs and technical specifications

N.B.: 1/ For services of less scope, the Project Owner or Delegated Project Owner may furnish a justification of calculation of quantities of the tender file.

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

Table of content.			
Separators in color apart from white			
Order described respected			
Clearness of the documents			
B2	REFERENCES OF SIMILAR WORKS EXECUTED		
	Proof of having executed 3 similar contracts during the last 3 years, with amounts of the said contracts, coordinates of officials of the projects or Project Owners as well as justificatory documents (copies of the first and last pages of contracts or jolting orders, delivery slips signed by the Project Owner, minutes of acceptance certifying to the proper execution of these contracts);		
B2.1	1 first reference		
B2.2	Second reference		
B2.3	Third reference		
B3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B3.1	A works supervisor with at least the level of a senior technician in civil engineering or Rural Engineering with at least three (04) Years' professional experience in the domain of civil construction or similar works.		
	<ul style="list-style-type: none"> • A certified copy of the technical diploma • An Attestation of presentation of original of the technical diploma • CV signed by the candidate, • An attestation of availability signed by the candidate notably. • Certified copy of ID card 		
B2.2	A topographer with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years' of professional experience in the domain of civil construction or similar works.		
	<ul style="list-style-type: none"> • A certified copy of the technical diploma • An Attestation of presentation of original of the technical diploma • CV signed by the candidate • An attestation of availability signed by the candidate notably • Certified copy of ID card 		
	The planning (schedule of the execution of works)		
	The duration for the execution of the works		
	Environmental protection		
	Security measures on site		
	Sources and quality of materials		
	Appropriate technical specifications		
	Availability of material and essential equipment		
	Manufacturer's authorisation		
	Availability of spare parts		
	After-sales service		

B.7.2	Site visit Report of (The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed by the contractor and justified by pictures		
B.8	The Special Administrative Clauses (SAC). (each page should be initiated and the last page signed And stamped).		
B.9	The Special Technical Clauses (STC). (Each page should be initiated and the last page signed And stamped).		
	EVALUATION GRID OF FINANCIAL OFFER		
C.1	The bid itself according to the model attached, shall be stamped at the rate in force, dated, signed And stamped by the contractor		
C.2	Unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)		
C.3	Detail quantities and cost estimated (signed And stamped)		
C.4	The sub-details of prices(signed And stamped)		

The payment without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract No. _____ of _____ relating to REQUEST FOR QUOTATION N° _____/RQJC/JCIB/PIB 2024 OF 22nd JAN 2024 FOR THE SUPPLY OF BENCHES TO SOME NURSERY SCHOOLS IN JAKIRI SUB DIVISION , BUI DIVISION OF THE NORTH-WEST REGION, of the maximum total sum corresponding to the advance of 30 % of the amount inclusive of all taxes of Contract No. _____ payable upon notification of the corresponding Administrative Order, that is _____ CFA francs.

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

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

The law and jurisdiction applicable on the guarantee shall be those of the Republic of Cameroon. Signed and authenticated by the bank

at _____ on _____

[Signature of the bank]

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

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

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

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

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

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

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

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

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

[Signature of the bank]

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

The conditions of this commitment are as follows:

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

Or

If the bidder, having been notified of the award of the contract by the Project Owner during the validity period, fails or refuses to sign the contract, even though required to do so;

If fails or refuses to furnish the final bond for the contract as provided for by the contract;

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

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

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

Signed and authenticated by the bank at, on

[Bank's signature]

Having taken cognizance of all the documents featured or mentioned in the Tender File including the addenda of No. REQUEST FOR QUOTATION N° 002/2024/RQ/JC/CITB/PIB 2024 OF 22nd JAN 2024 FOR THE SUPPLY OF BENCHES TO SOME NURSERY SCHOOLS IN JIKIRI SUB DIVISION, BUI DIVISION OF THE NORTH-WEST REGION

Submit and commit myself to deliver the supplies in accordance with the Tender File, in return for the prices which I myself establish on the basis of the price and quantity schedule which give the amount of the bid for lot No. _____ at _____ CFA francs inclusive of all taxes [In figures and words] CFA francs exclusive of VAT and at _____ CFA francs inclusive of all taxes [In figures and words]

- I pledge to deliver the supplies within a deadline of _____ months.
- In addition, I pledge to maintain my offer for 60 days from the deadline of submission of tenders.

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

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

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

Done at _____ on _____

Signature of _____

In the capacity as _____

Duly authorised to sign bids for and behalf of _____

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 4: Model start-off advance bond

Annex No. 5: Model performance bond

Annex No. 6: Model authorisation from manufacturer

Contract price: [recall in CFA francs inclusive of all taxes in figures and words]

Delivery deadline: 02 Months

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

- Article 3 - **UNIFORMS AND UNIFORMS (article 2 of UNL supplement)**
- Article 4 - **Applicable language, law and regulations**
- Article 5 - **Standards (article 3 of GAC supplemented)**
- Article 6 - **Constituent documents of the contract (article 9 of GAC)**
- Article 7 - **General applicable instruments (GAC supplemented)**
- Article 8 - **Communication (article 6 of GAC supplemented)**
- Article 9 - **Administrative Orders (article 8 of GAC)**
- Article 10 - **Supplier's material and personnel (GAC supplemented)**

Chapter II: Financial conditions

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

Chapter III: Execution of services

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

Chapter IV: Acceptance

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

Chapter V: Sundry provisions

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

The Republic of Cameroon, represented by [Indicate Project Owner] Hereinafter referred to as "the Contracting Authority".

ON THE ONE HAND,

AND:

COMPANY

P.O BOX _____ AT _____ TEL: _____ FAX _____

BUSINESS REGISTRY NO _____ A

TAXPAYER'S NO _____

[Indicate name of supplier, his full address as well as the name of the mandated signatory] , hereinafter referred to as "THE SUPPLIER"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS

CITE/PUB 2024 HOLDER OF

SCHOOLS JAKIRI-SUB

IAT	
EVAT	
VAT 919.25%(
AIR (3.3 OR 5.5%)	
NET TO BE PAID	

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

Name of bidder[insert name of bidder] Signature[insert signature] Date[insert date]

[illegible]

Name of bidder _____ (insert name of bidder)

Signature: _____ (insert signature)

Date: _____ (Insert date)

5. Inspections and trials

The following inspections and trials shall be carried out: the functionality of all the CAR and all accessories

Price No.	Designation of unit prices in letters exclusive of VAT	Unit	Price in figures EVAT
	Unit at		
francs exclusive of VAT		

Name of bidder

[insert name of bidder]

Signature

[insert .

Date

[insert