

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE MEZAM

COMMUNE DE BAFUT

COMMISSION INTERNE DE
PASSATION DES MARCHE DE BAFUT



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH WEST REGION

MEZAM DIVISION

BAFUT COUNCIL

BAFUT COUNCIL INTERNAL
TENDERS' BAORD

BAFUT COUNCIL INTERNAL TENDERS BOARD

REQUEST FOR QUOTATION

REQUEST FOR QUOTATION
N°016 RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF THE 29/05/2024
FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE
BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION
(RELAUNCHED)

PROJECT OWNER: THE LORD MAYOR OF BAFUT COUNCIL.

FINANCING: BAFUT COUNCIL/FEICOM INVESTMENT BUDGET - 2024

BUDGET HEADS

PICK-UP 4X4 VEHICLE	
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FINANCIAL YEAR 2024

CONTENT

NOTICE FOR THE CONSULTATION OF A REQUEST FOR QUOTATION

DOCUMENT N° I – TENDER NOTICE	03
DOCUMENT N° II - REGULATIONS FOR THE CONSULTATION	08
2.1 - The documents for consultation	08
2.2 - Preparation of the files	08
2.3 - Deposit of files	08
2.4 – Opening and evaluation of bids	09
2.5 – Award of the Jobbing Order	11
DOCUMENT N° III – ANNEXED MODELS	12
3.1 – Letter of submission	12
3.2 – Framework of unit prices	13
3.3 – Framework of the price, descriptive and quantitative estimates.....	13
3.4- Bid comparison table.....	15
DOCUMENT N° IV - DRAFT JOBBING ORDER	16
JOBING ORDER	16
CONTENT.....	18
CHAPTER I: GENERALITIES	19
CHAPTER II: EXECUTION OF THE JOBBING ORDER.....	20
CHAPTER III : FINANCIAL DISPOSITIONS	21
CHAPTER IV: OTHER DISPOSITIONS	23
DOCUMENT N° IV – MODELS DOCUMENTS	25
Annex No. 1: Model tender.....	26
Annex No. 2: Model bid bond.....	27
Annex No. 3: Model final bond.....	28
Annex No. 4: Model start-off advance bond.....	29
Annex No. 5: Model performance bond.....	30
Annex No. 6: Model authorization from manufacture.....	31
Annex No. 8: list of banking establishments.....	32

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REPUBLIC OF CAMEROON
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TENDER NOTICE

REQUEST FOR QUOTATION N°16 RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF THE 29/05/2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION (RELAUNCHED)

Financing: FEICOM Public Investment Budget of 2024

1- Subject of the Invitation to Tender: Within the framework of 2024 Investment Budget, the Mayor of the BAFUT Council, Contracting Authority, hereby launches, a Request for Quotation for the supply of a pick-up 4x4 double cabin vehicle to BAFUT Council, MEZAM Division of the North West Region.

Nature of work:

Purchase and supply of a Pick- Up 4x4 double cabin vehicle

2- Deadline of execution:

The maximum deadline provided by the contracting authority for the execution of the works forming the subject of this invitation to tender is **Sixty (60) days**

3- Participation:

Participation to this consultation is opened to Small and Medium Size Enterprises of Cameroonian Nationality who are in compliance with the regulations in force

4- Lots

The supplies is as follows:

The work is a unit lot as follows:

The purchase and Supply of a pick-up 4x4 double cabin vehicle to BAFUT Council, MEZAM Division of the North West Region.

5- Estimated cost

The estimated cost after preliminary studies is **Thirty-Two Million Five Hundred thousand (32 500 000) FCFA**

6- Financing

Works which form the subject of this invitation to tender shall be co-financed by the FEICOM/BAFUT Council 2024 Investment Budgets

7- 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 this Consultation File, valid for thirty (30) days beyond the date of validity of bids and of an amount of **Six Hundred and Fifty Thousand (650 000) FCFA**.

8- Consultation of the Tender file

This Tender file could be consulted during working hours at the SIGAMP Service of the BAFUT Council, upon the publication of this notice.

9- Acquisition of consultation file

The file may be consulted and obtained at the BAFUT Council, SIGAMP Service, with effect from the date of publication of this Tender Notice upon presentation of a treasury receipt attesting to the payment of a non-refundable fee of Sixty Thousand (60 000) Francs CFA into BAFUT Municipal Treasury, representing the cost of purchasing the tender file.

10- Submission of Files:

Complete bidders' files, including all administrative and technical documents, must be deposited in seven (07) copies including one (01) original file and six (06) copies on the 18/06/2024 at 10:00 AM local time in sealed envelopes, in the BAFUT SIGAMP Service bearing on:

**REQUEST FOR QUOTATION No 16 RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF THE
29/05/2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT
COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION (RELAUNCHED)**

«To be opened only during the Tenders Board Opening session ».

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 or insufficient bid bond issued by a first-rate bank approved by the Minister in charge of Finance

12- Opening of bids:

Bids will be opened on the 18/06/2024 at 11:00 AM in the conference hall of the BAFUT Council, by the Council Internal Tender's Board, in the presence of the bidders or their mandated representatives with full knowledge of the files if they so desire.

13- Evaluation criteria

Evaluation criteria

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

A. Eliminary criteria

1. Absence or insufficient bid bond
2. Non respect of 8hrs given for absence or non-conformity of any other document in the administrative file;
3. False declaration or falsified documents;
4. Deadline for delivery higher or greater than the prescribed
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Absence or change of a quantified unit price;
8. Score of less than 75% of essential criteria;
9. Non respect of the technical specification
10. Absence of after sales service
11. Absence of prospectus accompanied by the technical sheets from the manufacturer;
12. Absence of agreement or authorization from the manufacturer, where applicable.

13. Financial capacity less than the project cost

B. Essential criteria

NB. Pursuant to circular letter No.00005/LC/MINMAP/CAB of 26/12/2023, bidders with certified true copies of the certificate of categorisation shall not submit in their **TECHNICAL FILE** documents relating to; Their turnover, References of the company, own minimum technical and Logistics means permanent staff and head office location

- 1- General presentation of the Tender;
- 2- Financial capacity
- 3- References of the company in similar works;
- 4- Quality of the personnel;
- 5- Logistics;
- 6- Special Technical Clauses initialed on all the pages and signed at the last page;
- 7- Special Administrative Clauses completed and initialed on all the pages and signed at the last page.

14- Award

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum of at least **75%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

15- Validity of bids

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

16- Complementary information

Complementary technical information may be obtained during working hours from the SIGAMP Office of the Bafut Council

copies

- MINMAP- MEZAM;
- ARMP- ARMP NWR;
- CHAIRMAN OF BCITB;
- Notice Board;
- File

Done at Bafut on... **29 MAI 2024**
The Mayor of BAFUT Council



Lawrence Kwakongoh

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie
REGION DU NORD-OUEST
DEPARTEMENT DE MEZAM
COMMUNE DE BAFUT
COMMISSION INTERNE DE
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REPUBLIC OF CAMEROON
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NORTH WEST REGION
MEZAM DIVISION
BAFUT COUNCIL
BAFUT COUNCIL INTERNAL
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AVIS DE DEMANDE DE COTATION

**Objet : DEMANDE DE COTATION N°16 RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF THE
29/05/2024 POUR LA FOURNITURE D'UN PICK UP 4X4 DOUBLE CABINE A LA
COMMUNE DE BAFUT, DANS LE DEPARTEMENT DE MEZAM , REGION DU NORD-OUEST
(RELANCE)**

Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP) - FEICOM EXERCICE 2024

1- Objet de l'Appel d'Offres

Dans le cadre de l'exécution du budget FEICOM/Mairie de BAFUT 2024, le Maire de la Commune de BAFUT, Autorité Contractante lance pour le compte du Maître d'Ouvrage, une Demande de Cotation pour la fourniture d'une pick-up 4X4 double cabine à la Commune de BAFUT dans le **Département de la Mezam Région du Nord-Ouest**

2- Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de 90 jours (3mois)

3- Participation :

La participation à cette consultation est ouverte aux P.M.E. de droit camerounais

4- Allotissement

La fourniture objet du present appel d'offres constitue un seul lot, L'achat et fourniture est ci-après définie : Fourniture d'un pick-up 4X4 à la Commune de BAFUT dans le **Département de MEZAM Région du Nord-Ouest.**

5- Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **Trente Deux Million Cinq Cent Mille (32 500 000) FCFA**

6- Financement :

Les prestations, objet du présent appel d'offres sont financées par le Budget d'Investissement de la commune de BAFUT /FEICOM au titre de l'exercice 2024 assigné au Maire de la commune de BAFUT.

7- Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans ce DAO, valable pendant trente (30) jours au-delà de la date originale de validité des offres et de **Six cent Cinquante mille (650 000) FCFA**

8- Consultation du Dossier :

Le dossier de consultation peut être consulté aux heures ouvrables à la Commune de BAFUT, Service de SIGAMP, dès publication du présent avis.

9- Acquisition du Dossier de consultation

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Commune de BAFUT, Service de SIGAMP dès publication du présent avis contre présentation d'une quittance de versement de la somme non remboursable de **F CFA 60 000 (soixante mille Francs CFA)** à la recette municipale de la Commune de BAFUT

10- Remise des offres :

Chaque offre, rédigée en français ou en anglais en **sept (07)** exemplaires dont un (01) original et six (06) copies marquées comme tels, devra parvenir contre récépissé à la Commune de BAFUT, Service de SIGAMP, au plus tard le **18/06 /2024 à 10 heures**, heure locale et devra porter la mention suivante :

**DEMANDE DE QUOTATION N N°16 RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF THE
29/05/2024 POUR LA FOURNITURE D'UN PICK UP 4X4 DOUBLE CABINE A LA
COMMUNE DE MEZAM, DANS LE DEPARTEMENT DE MEZAM, REGION DU NORD-UEST
(RELANCE)**

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

11- Admissibilité des offres :

Sous peine de rejet, les pièces du dossier administratif ne doivent comporter que des originaux ou des copies certifiées conformes par le service émetteur ou les autorités administratives compétentes conformément au Règlement Particulier de l'Appel d'Offres. Ces documents doivent dater de moins de trois (3) mois ou être établis après la signature de l'avis d'appel d'offres.

Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence ou insuffisance d'une caution de soumission délivrée par une banque de premier ordre agréée par le Ministre chargé des Finances

12- Recevabilité :

Les offres seront remises à l'adresse sus indiquée et dépouillées le **18/06 /2024 à 11 h** dans la salle de conférence de la Commune de BAFUT, par la Commission Interne de Passation des Marchés de la Commune de BAFUT, en présence des soumissionnaires qui le désirent.

13- Critères d'évaluation

A- Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment:

- 1- Absence ou insuffisance de la Caution de soumission
- 2- Non respect de 48h pour l'absence ou non-conformité des autres documents dans les dossiers administratifs ;
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 5- Offres financière incomplète,
- 6- Absence d'un prix unitaire quantifié ;
- 7- Obtention d'un score de moins 75% ;
- 8- Delai d'exécution supérieure à celui prescrit
- 9- Non-respect des caractéristique techniques de la fourniture
- 10- Absence de service après-vente
- 11- Absence de prospectus accompagné des fiches techniques du constructeur ;
- 12- Absence d'accord ou d'autorisation du fabricant, le cas échéant.

13- Capacité financière inférieure au coût du projet

14.2 Critères essentiels

Critères essentiels

N/B : La présence de la copie certifiée conforme d'attestation de catégorisation délivrée par le Ministre chargé des marchés Publics ou par son représentant dûment mandaté, disperse les soumissionnaires catégorisés de la production dans leurs dossiers techniques, des pièces justificatives relatives au chiffre d'affaires, aux références, aux moyens techniques et logistiques propres minima, au personnel permanent et à la localisation du siège.

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière
- 3- Références de l'entreprise dans les domaines de marchés similaires ;
- 4- Qualité du personnel ;
- 5- Moyens logistiques ;
- 6- Cahier des Clauses Techniques Particulières paraphé à chaque page et une signature à la dernière page;
- 7- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et une signature à la dernière page.

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

1. Attribution

Lettre de commande est attribuée au soumissionnaire dont l'offre est conforme aux dispositions du dossier d'appel d'offres et sur la base de l'offre la moins disant et de la qualité technique, conformément à l'article 33 du code des marchés publics.

2. Durée de validité des offres :

Les soumissionnaires restent engagés par leur offre pendant une période de soixante (60) jours, à compter de la date limite fixée pour la réception des offres.

3. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Service de SIGAMP à la Commune de BAFUT.

Fait à BAFUT le

29 MAI 2024

Le Maire de la Commune de BAFUT,

Ampliations :

- MINMAP;
- ARMP
- Président CPM;
- Affichage;



DOCUMENT No. II
REGULATIONS FOR THE CONSULTATION

2.1 – DOCUMENTS FOR CONSULTATION

ARTICLE 1 : Contents of the consultation file

- 1.1 The consultation file shall describe the supplies which are subject to a certain type of Jobbing Order, lay down the consultation procedure and conditions for the Jobbing Order.
- 1.2 The consultation file shall comprise the following documents:
- 1.1 the letter of invitation to tender,
 - 1.2 technical specifications,
 - 1.3 the bill of entry and quantities,
 - 1.4 the model tender,
 - 1.5 the draft Jobbing Order,
 - 1.6 the model bid comparison table.
- 1.3 The Supplier shall study the instructions, models, conditions and specifications contained in The consultation file.

2.2- BID PREPARATION

ARTICLE 2: Language

The bid as well as any correspondence comprising the bid shall be written in English or French.

ARTICLE 3: Documents comprising the bid

The bid presented by the Supplier shall comprise the following documents duly filled:

- (a) A stamped letter of submission signed and dated,
- (b) The descriptive and quantitative estimates duly filled, signed and dated;
- (c) The draft Jobbing Order duly completed, initialed and signed;
- (d) A complete administrative file comprising of the following:

- 1. Certified Copy of the Business Registration, not more than three months old.
- 2. Declaration of intention to tender stamped with the tariff in force (see model), Annex No 09
- 3. Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
- 4. Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
- 5. Purchase receipt of Tender File of sixty thousand francs (60,000FCFA) issued by BAFUT Municipal treasury
- 6. A bid bond of six hundred and fifty thousand Francs CFA (**650,000 FCFA**) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
- 7. An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)

8. An Attestation 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.
9. Valid copy of tax compliance certificate stamped with the tariff en force
10. Valid copy of taxpayers card, stamped with the tariff en force
11. Location Plan and attestation of the company stamped with the tariff en force
12. A group agreement if necessary
13. Power of attorney if necessary

ARTICLE 4: BID

- 4.1 The Supplier shall specify in the bid the place of delivery and nature of prices
 - a. Exclusive value added taxes (EVAT) and
 - b. All taxes and customs duties inclusive (ATI).
- 4.2: The Supplier shall complete the Bill of Entry and Quantities provided in the consultation file, indicating the characteristics of the supplies in the line reserved for that purpose, the unit prices, the total price for each item and the delivery period for the Jobbing Order.
- 4.3: The Supplier shall fill and sign the draft Jobbing Order.

ARTICLE 5: Bid currencies

Prices shall be written in CFA francs.

ARTICLE 6: Bid validity period

Bids shall be valid for the period of 60 days.

2.3 DEPOSIT OF FILES

ARTICLE 7: SUBMISSION OF BIDS

The bids will be submitted on the **18/06/2024** at **10 AM** at the BAFUT Council, Contracts Award Service and opened the same day at 11 AM in the conference hall of the BAFUT Council.

ARTICLE 8: Stamping and marking of bids

Suppliers shall enclose the original and copies of their bids in an envelope:
(a) Addressed to the Mayor of BAFUT Council at the address indicated in the letter of invitation to tender and bearing on:

"REQUEST FOR QUOTATION N°16 RQ/BCITB/2024 OF THE 29/05 /2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION" (RELAUNCHED)

Any other mark on the bid shall lead to the disqualification of the offer

ARTICLE 9: Latest time and date of submission of bids

Bids shall be received at the address latest at the time and date indicated in the letter of invitation to tender.

2.4 OPENING AND EVALUATION OF BIDS

ARTICLE 10 OPENING

10.1 The BAFUT Council Internal Tenders Board shall open the bids in the presence of the bidders or the representatives of the bidder wishing to attend the bid-opening session to hold on the same day as the day of submission of bids and within one hour following that for the submission of bids.

10.2 The above-mentioned Tenders Board shall prepare a report of the bid-opening session.

ARTICLE 1: Evaluation of the Bids

References	General
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of the General regulations	
1.1	Definition of works: Purchase and supply of a Pick-Up 4x4 Double Cabin Vehicle for the Bafut council in BAFUT Sub Division: Name and address of the Contracting Authority: , The Mayor of BAFUT Council Reference of Invitation to Tender: 16/RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF 29/05/2024
1.2	Execution deadline: 60 days
2.1	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2024 FEICOM/BAFUT COUNCIL Investment Budget of MINDEVEL, budget head No.
4.1	List of pre-qualified candidates, not applicable

5.1 Evaluation criteria

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

A- Eliminary criteria

1. Absence or insufficient bid bond
2. Non respect 48hrs given for absence or non-conformity of any other document in the administrative file;
3. False declaration or falsified documents;
4. Deadline for delivery higher or greater than the prescribed
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Absence or change of a quantified unit price;
8. Score of less than 75% of essential criteria
9. Absence of an after sales service
10. Absence of prospectus accompanied by the technical sheets from the manufacturer;
11. Absence of agreement or authorization from the manufacturer, where applicable.
12. Financial capacity less than the project cost

B. Essential criteria

NB. Pursuant to circular letter No.00005/LC/MINMAP/CAB of 26/12/2023, bidders with certified true copies of the certificate of categorisation shall not submit in their *TECHNICAL FILE documents* relating to ; Their turnover, References of the company, own minimum technical and Logistics means, permanent staff and head office location

- 1- General presentation of the Tender;
- 2- Financial capacity
- 3- References of the company in similar contacts
- 4- Quality of the personnel;
- 5- Logistics;
- 6- Attestation and report of site visit signed by the Contractor;
- 7- Special Technical Clauses initialed on all the pages and signed, stamped and dated at the last page;

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

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

PRESENTATION OF THE TENDER

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

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

5.1 External envelope.

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

<< OPEN NATIONAL INVITATION TO TENDER REQUEST FOR QUOTATION No 16 RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF THE 29/05/2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION (Relaunched)

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

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

5.2 Internal envelopes

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

The first internal envelope shall be labeled;

<<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>> and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (see model), Annex No 09
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File of sixty thousand francs (60,000FCFA) issued by BAFUT Municipal treasury
A.6	A bid bond of six hundred and fifty thousand Francs CFA (650,000 FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation 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.

A.9	Valid copy of tax compliance certificate stamped with the tariff en force
A.10	Valid copy of taxpayers card, stamped with the tariff en force
A.11	location Plan and attestation of the company stamped with the tariff en force
A.12	A group agreement if necessary
A.13	Power of attorney if necessary

The absence of bid bond will result to the elimination of the offer and 48hrs given for the absence or non-conformity of any other document in the administrative file.
The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

General presentation of the Tender		
	-Page Numbering	
	-Document spirally bound	
	-Table of content page	
	-Colour sheets separation	
	- Presentation of documents in the order given in this tender	
	-Neatness and clarity of document	
B.1	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS	
B.1.1	List of references of the enterprise in similar jobs justified by certified contracts (first and last pages) and certified minutes of acceptance or attestation of clearances of works executed. (minutes of final acceptance for up to 2024) Should show prove of haven executed successful projects in the last 5 years. Minimum acceptable: 02 Contracts realized in the domain of supplies over the past 05 years	
	1 st Reference	
	2 nd reference	
B.2	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT	
B.2.1	01 works supervisor (at least BT IN Civil Motor Mechanics or equivalent certificate)	
	Qualification of the works supervisor: (BT in Motor Mechanics)	
	Professional experience of the project Supervisor \geq 05 years	
	<ul style="list-style-type: none"> - CV signed by the candidate, - A certified copy of the technical diploma - An Attestation of presentation of original of the technical diploma - An attestation of availability signed by the candidate - Certified copy of ID card 	
B.2.2	01 Technician (CAP in Motor Mechanics)	
	Qualification of the technician: (CAP in Motor Mechanics)	
	Professional experience of the technician \geq 03 years	
	<ul style="list-style-type: none"> - CV signed by the candidate, - A certified copy of the technical diploma - An Attestation of presentation of original of the technical diploma - An attestation of availability signed by the candidate - Certified copy of ID card 	
B.2.3	Other personnel	
B.3	TECHNICAL PROPOSALS	
B.3.1	Signed Organigram of the project (Specify names of the personnel handling the various functions)	
B.3.2	Signed Logical sequence for the execution of the task	
B.3.3	Signed Quality control method	

B.3.4	Signed Duration of execution in respect with the Tender File		
B.4	SITE VISIT		
B.4.1	Attestation of site visit signed by the contractor		
B.4.1	Conformity and compliance of the supplies backed by photographs of the Equipment to be supplied		
B.4.2	Deadline of delivery or supply		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental low loader		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise equal to or greater than the project cost issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Special Technical Clauses initialed in all the pages and last page signed		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE	
No.	DESIGNATION.
C1	A submission letter, signed, dated, stamped and certified by the competent authority (see ANNEX 01)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices signed and stamped by bidder on all pages

The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.

The various parts of the same file must be separated with colour guides form as well in the original as in the copies, so as to facilitate its examination

ARTICLE 8: Currency of payment

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

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

The unit Schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at 2% of the bid amount

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

10.2 Final Bond

The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

It will have to be made up in the twenty (20) days following the notification of the signature of the contract in a bank approved by the Minister in charge of Finances.

10.3 Guarantee Retention

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

ARTICLE 11: Period of validity of the offers

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

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

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

The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

**<< OPEN NATIONAL INVITATION TO TENDER
REQUEST FOR QUOTATION No 16 RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF THE
29/05/2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE
BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION (RELAUNCHED)**

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and sealed envelopes latest 18/06/2024 at 10.am deposited against receipt by the Bafut Council:

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the Tenders

The opening of the bids will be carried out in the conference room of the Bafut Council on 18/06/2024 as from 11.am, by the BAFUT Council Internal Tenders Board sitting in the presence of the bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the contract

The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations of the Tender File, having satisfied to 100% of all the eliminatory criteria and at least 75% of the essential criteria taken into account.

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

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

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his/her offer. The contracting authority reserves the right not to take action on an Invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

ARTICLE 12: Verification of compliance and comparison of bids

The Tenders Board shall verify compliance and compare the bids in the following order:

- study of the compliance of bids, as regards the delivery periods and technical specifications
- verification of arithmetical operations by using, where necessary, the unit prices in words to make any necessary corrections
- Preparation of a summary table of bids.

2.5- AWARD OF THE JOBBING ORDER

ARTICLE 13: Award of the Jobbing Order

The Tenders Board shall propose the award of the Jobbing Order to the Contracting Authority whose bid it would have deemed compliant with the provisions of the Consultation File, and is the lowest.

ARTICLE 14: Announcement of award of the Jobbing Order

The Contracting Authority (mayor of BAFUT Council) shall decide on the award and publish the result of the Jobbing Order in the Contracts Newsletter, through the media and/or by bill posting, stating:

- a) the name of the beneficiary,
- b) the object of the consultation,
- c) the amount of the Jobbing Order The delivery deadline.

ARTICLE 15: Signing of the Jobbing Order

Within 7 (seven) days following the award, the Jobbing Order shall be signed by the Contracting Authority and notified to the supplier who shall be responsible for its registration according to the procedure in force.

ARTICLE 16: Corruption and fraudulent practices

The Chairpersons and Member of Tenders Boards as well as Suppliers should at all times comply with the strictest rules of professional ethics. More especially, they should refrain from corruption or any other form of fraudulent practices. By virtue of this principle, the expressions hereunder shall be defined as follows:

- (a) Whoever offers, gives, solicits or accepts any benefit whatsoever to influence the action of a State worker during the award or execution of a Jobbing Order shall be guilty of "corruption", and
- (b) Whoever provides, solicits or accepts several quotations tendered by the same supplier under different corporate names and/or under different registration numbers shall be guilty of "corruption",
- (c) Whoever deforms or distorts facts in order to influence the award or execution of a Jobbing Order in a manner prejudicial to the Project Owner indulges in "fraudulent practices". "Fraudulent practices" shall comprise any understanding or collusion of bidders (before or after submission of the bid) seeking to artificially keep the bid prices at levels not corresponding to those resulting from free and open competition, thus depriving the Project Owner of the benefits of competition.

**DOCUMENT No. 4: SPECIAL ADMINISTRATIVE
CONDITIONS
(SAC)**

ANNEX No. 5: MODEL RETENTION FUND

Bank: _____

Reference of the guarantee: No. _____

Addressed to *[Indicate the Project Owner]*
[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 incline 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

ANNEX No. 6: Framework of Schedule

UNIT PRICE SCHEDULE FOR THE SUPPLY OF A PICK – UP 4x4 VEHICLE TO BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION				
S/N	DESCRIPTION	UNIT	UP IN FIGURES	UP IN WORDS
1	VEHICLE PICK – UP DIESEL 4X4 DOUBLE CABINE DE 9CV	U		
2	TOOL KIT	U		
3	First aid box	U		

ANNEX No. 7: Model Evaluation Grid

General presentation of the Tender		
	-Page Numbering	
	-Document spirally bound	
	-Table of content page	
	-Colour sheets separation	
	- Presentation of documents in the order given in this tender	
	-Neatness and clarity of document	
B.1	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS	
B.1.1	List of references of the enterprise in similar jobs justified by certified contracts (first and last pages) and certified minutes of acceptance or attestation of clearances of works executed. (minutes of final acceptance for up to 2024) Should show prove of haven executed successful projects in the last 5 years. Minimum acceptable: 02 Contracts realized in the domain of supplies over the past 05 years	
	1 st Reference	
	2 nd reference	
B.2	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT	
B.2.1	01 works supervisor (at least BT IN Civil Motor Mechanics or equivalent certificate)	
	Qualification of the works supervisor: (BT in Motor Mechanics)	
	Professional experience of the project Supervisor ≥ 05 years	
	- CV signed by the candidate,	
	- A certified copy of the technical diploma	
	- An Attestation of presentation of original of the technical diploma	
	- An attestation of availability signed by the candidate	
	- Certified copy of ID card	
B.2.2	01 Technician (CAP in Motor Mechanics)	
	Qualification of the technician: (CAP in Motor Mechanics)	
	Professional experience of the technician ≥ 03 years	
	- CV signed by the candidate,	
	- A certified copy of the technical diploma	
	- An Attestation of presentation of original of the technical diploma	
	- An attestation of availability signed by the candidate	
	- Certified copy of ID card	
B.2.3	Other personnel	
B.3	TECHNICAL PROPOSALS	
B.3.1	Signed Organigram of the project (Specify names of the personnel handling the various functions)	
B.3.2	Signed Logical sequence for the execution of the task	
B.3.3	Signed Quality control method	
B.3.4	Signed Duration of execution in respect with the Tender File	
B.4	SITE VISIT	
B.4.1	Attestation of site visit signed by the contractor	
B.4.1	Conformity and compliance of the supplies backed by photographs of the Equipment to be supplied	
B.4.2	Deadline of delivery or supply	

B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental low loader		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise equal to or greater than the project cost issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Special Technical Clauses initialed in all the pages and last page signed		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated, stamped and certified by the competent authority (see ANNEX 01)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices signed and stamped by bidder on all pages

ANNEX 8: MODELE ATTESTATION OF SITE VISIT

I the undersigned Mr./Mrs./Miss..... Engineer of the
Company:..... (Name of Enterprise),

confirm that I Have actually visited the site which is going to receive the structure relative
to Tender File 16/ONIT/BC/BCITB/NWR 29/05/2024 OF _____ **FOR THE PURCHASE
AND SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE FOR THE BAFUT COUNCIL, MEZAM
DIVISION OF THE NWR.**

I declare :

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

THE GENERAL MANAGER OF THE ENTERPRISE _____

SIGN _____

DATE _____

(STAMP)

Annex No. 9; **Model Declaration of Intention to Tender**

I the under signed _____ (name) Nationality _____
Function _____ (manager or director) of the _____ (enterprise)
Acknowledged having received the _____ (Tender File or Request for
Quotation) No _____ (reference) of _____ (date)
For The _____ (subject) And hereby
declare my intention to tender for the aforementioned project.

DONE IN _____

BY _____

ON _____

SIGN _____

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

BANKS

- 1 Afriland First Bank,
- 2 Banque Atlantique,
- 3 Banque Gabonaise pour le Financement International (BGFI BANK)
- 4 Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- 5 CITI Bank,
- 6 Commercial Bank of Cameroon (CBC)
- 7 Ecobank,
- 8 National Financial Credit Bank
- 9 Société Camerounaise de Banque au Cameroun
- 10 Société Générale de Banque au Cameroun
- 11 Standard Chartered Bank Cameroon
- 12 Union Bank of Cameroon
- 13 United Bank for Africa.
- 14 CCA BANK

II- Insurance companies

ANY APPROVED INSURANCE COMPANY IN THE REPUBLIC OF CAMEROON

Table of content

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

Chapter V: Miscellaneous provisions

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 and last: Entry into force of the contract

Chapter I: General

Article 1: Subject of contract

The subject of this contract is the purchase of a Pick- Up 4x4 Double Cabin Vehicle for the Bafut council in Bafut Sub Division, Mezam Division of the North West Region

Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation to Tender N° **REQUEST FOR QUOTATION No 16 RQ/MINDDEVEL/BC/BCITB/NWR/2024 OF THE 29/05/2024**

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor of BAFUT Council**
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer shall be the **Divisional chief of State Property for Mezam** hereinafter referred to as the Engineer.
- The Project **Owner is the Lord Mayor of Bafut Council**. He represents the beneficiary administration of the works.
- The Contract Manager shall be: FEICOM
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Project Manager is the Council Development Officer
He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The contractor shall be [to be specified].
- The authority in charge of regular control to ensure the respect of the jobbing order is DD-MINMAP-Mezam

3.2 Security

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

- The authority in charge of ordering payment shall be The Mayor of BAFUT Council.
- The authority in charge of the clearance of expenditures shall be the General Manager of FEICOM
- The bodies or officials in charge of payment shall be the Accountant of FEICOM
- The official competent to furnish information within the context of the execution of this contract shall be The Lord Mayor of BAFUT Council.
- The Service for information relating to the execution of this project shall be the Mayor of BAFUT Council

Article 4: Language, applicable law and regulation

4.1 The language to be used shall be *English and/or French*.

4.2 The contractor shall be bound to respect the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

Article 5: Constituent documents of the contract (Article 4 of GAC)

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

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;

- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents *[insert and indicate, where need be, names and references]*.
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract *[insert and indicate, where need be, names and references]*.

Article 6: General instruments in force

This contract shall be governed by the following general instruments *[to be adapted according to the case]*:

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;;
7. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
8. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
9. Circular NO 001/C of 28th Dec 2018 relating to the execution of finance law, monitoring and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other public entities
10. Unified Technical Documents (DTU) for building works;
11. Applicable standards;
12. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

- 1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
 - a) In the case where the contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the *[to the specified]* council, chief town of the region in which the work was done;
 - b) In the case where the Project Owner is the addressee:
Sir/Madam _____ *[to be specified]* with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
 - c) In the case where the Contracting Authority is:
Sir/Madam *[to be specified]* with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The contractor shall address all written notifications or correspondences to the Project owner with a copy to the Contract Engineer.

Article 8: Administrative Orders (Article 8 of GAC)

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

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

- 9.1 The Contract should be done in one phase.
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)

- 10.1 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 contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

Chapter II: Financial conditions

Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)

11.1 Final bond

The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes.
It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract.
The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.

11.2 Performance bond

The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes.
The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the contractor.

11.3 Guarantee of start-off advance

[Specify, if need be, the rates (20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)

The amount of this contract as indicated by the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ () CFA F
- Amount of VAT: _____ () CFA F.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment

The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

12.1 Prices shall be firm.

- a. Payments on account made to the contractor 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.

12.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC)

(not applicable)

Article 16: Price updating formulae (article 21 of the GAC)

(not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

17.1 The percentage of works under State supervision shall be [must not exceed 2 %] of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

Article 18: Evaluation of works (article 23 of the GAC)

This contract is at [unit price, all-in price or unit and all-in price].

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

19.1 [indicate, where applicable, the modalities for payment of supplies].

19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

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

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)

21.1 Establishment of works executed

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

21.2 Monthly detailed account

No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

- [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the contractor;
- 3.3 or 5.5% paid to the Public Treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

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

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

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

Payments shall be done by _____ within a maximum deadline of _____ calendar days from the date of submission of the approved detailed accounts.

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

Article 22: Interest on overdue payments (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

Article 23: Penalties (Article 32 of the GAC supplemented)

A. Penalties for delay

23.1 The amount set for penalties for delays shall be set as follows:

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

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

23.2 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 [amount to be indicated]

23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non-observation of the provisions of the contract, especially:

- Late submission of final bond;
- Late submission of insurances;
- Late submission of the draft execution schedule if the lateness is caused by the contractor.

Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

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

Article 25: Final detailed account (article 34 of the GAC)

25.1 [Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 26: General and final detailed account (article 35 of the GAC)

26.1 The Contract Manager or the Project Manager has up to thirty (30) days to establish the general detailed account and forward to the contractor after final acceptance.

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

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

26.2 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 27: Tax and customs regulations (article 36 of the GAC)

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
 - o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);

- Council dues and taxes;
- 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 28: Stamp duty and registration of contracts (article 37 of GAC)

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

Chapter III: Execution of works

Article 29: Nature of the works (article 46 of GAC)

The works shall include especially: (position or volume of works)
(To be specified cf. Special Technical Conditions)

Article 30: Roles and responsibilities of the Project Owner (GAC supplemented)

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

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

Article 31: Execution time-limit of the contract (article 38 of the GAC)

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **ninety (90) days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [or that fixed in this Administrative Order- to be specified].

Article 32: Role and responsibilities of the contractor (article 40 of the CAG)

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

Article 33: Provision of documents and site (article 42 of the GAC)

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Engineer. The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

- Liability insurance, business manager;
- Comprehensive insurance of the site;
- Insurance covering its ten-year obligation, where applicable.

Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

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

a) Within a minimum deadline of [fifteen (15) days] from the date of notification of the Administrative Order to commence execution, the contractor shall submit in [six (6)] copies for the approval of [Contract Manager after the endorsement of the Project Engineer] the execution programme

of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of acceptance with:

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

The contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of acceptance.

b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.

c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The [Contract Manager or Project Manager] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Article 36: Organisation and safety of sites (article 50 of the GAC)

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].

36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

Article 38: Sub-contracting (article 54 of the GAC)

The part of the works to be sub-contracted shall be [specify] % of the initial amount of the contract and its additional clauses (the ceiling is 30 %).

Article 39: Site laboratory and trials (article 55 of GAC)

39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

39.2 The Contract Manager has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

Article 40: Site logbook (article 56 of the GAC supplemented)

40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.

40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

Article 41: Use of explosives (article 60 of the GAC)

[Specify the possible restrictions or bans]

Chapter IV: Acceptance**Article 42: ACCEPTANCE****42.1 Acceptance**

The acceptance commission shall comprise:

1. The Contracting Authority (Lord Mayor)/His Representative..... (Chairman)
2. The General Manager FEICOM or his representative.....(member)
3. The Service Head for follow up of projects and investments of FEICOM NWA(Contract Manager)
4. The Divisional Delegate of Public Contracts or his representative..... (Observer)
5. The Contract Engineer (Chief of State Property)..... (Secretary)
6. The Contractor or his Representative..... (Member)
7. The Council Development Officer of Bafut Council..... member
8. The Stores Accountant, Bafut Council..... member

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and sign by all the commission members.

Article 43: GUARANTEE PERIOD.

The guarantee period is six months (06) from the date of the provisional acceptance for the section of new civil Engineering works.

Article 44: Article 45: Final acceptance (article 72 of the GAC)

44.1 Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.

44.2 The Project Manager [shall [not] be member of the commission.

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

Chapter V: Sundry provisions**Article 45: Termination of the contract (article 74 of the GAC)**

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

Article 46: Case of force majeure (article 75 of the GAC)

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

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

Article 47: Disagreements and disputes (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 48: Production and dissemination of this contract

Seven (07)] copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager/Contracting authority.

Article 49 and last: Entry into force of the contract

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

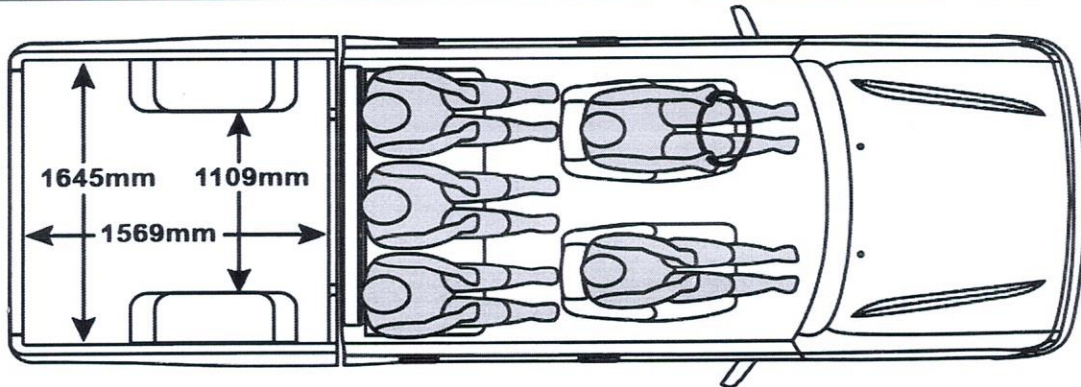
Document No. 5:
Special Technical Conditions (STC)

TECHNICAL DESCRIPTION OF SERVICES

(To be filled by the Project Owner)

TECHNICAL SPECIFICATION
DESCRIPTION
VEHICULE PICK UP DIESEL 4X4 DOUBLE CABINE D/C

SPECIFICATIONS OF PICK UP 2.4 GD CONFORT DOUBLE CAB 6-MT 4X4

Model code	GUN125L-DNFSXN 2E
Overview	
Drive	4x4
Transmission	Manual
Speed	6
Front suspension	Coil
Rear suspension	Leaf Spring
Front brakes	Disc
Engine & Chassis	
Fuel type	Diesel
Rear brakes	Drum
Number of doors	4
Number of seats	5
Seat material	Fabric
Colour	White
Rear brakes	Drum
Number of doors	4
Number of seats	5
Seat material	Fabric
Colour	White
Seating arrangement	
	
Number of seats	5
Front seating arrangement	1+1
Front seating type	Separate
Rear seating arrangement	3
Rear seating type	Bench
Weights (kg)	
Kerb weight	1934
Gross Vehicle Weight	2910
Payload	976
Weights & Dimensions	
Dimensions (mm)	
Length	5325
Width	1800
Height	1795

Wheelbase	3085
Ground clearance	293
Tyres	
Front tyres	225/70R17C
Rear tyres	225/70R17C
Tyre type	Radial
Interior features	
4WD Indicator	Heater
Additional power outlet: (12v)	Heater control panel (manual air conditioner 5 mode)
Air conditioning: manual	Illuminated entry system
Assist grips - front & rear	Interior light: front (w/overhead console)
Audio Jack: USB	Interior rear view mirror (day and night)
Audio: Display Audio 4SP (includes BT)	Key reminder warning
Carpet floor covering	Light reminder warning
Clock: digital	Power Windows D/one touch down only
Coat hooks 2	Room lamp
Console box	Seat back pocket
Cup holders: front	Seat belt warning
Dash silencer	Seat belts: front x 2 (3 point)
Door ajar warning	Seat belts: rear x 3 (3 point)
Door armrests: front & rear	Seat: Front, reclining & sliding (D&P)
Door courtesy lamp	Seat: Rear, 1 pc tip up
Door pocket: front & rear	Side defroster
Economy meter: ECO indicator	Speedometer km/h
Engine oil level warning	Steering column-Tilt & Telescopic
Floor mats: rubber (FR+RR)	Steering switch (Audio+Tel+Voice)
Floor silencer (all floor)	Sun visor D&P -(Driver side, holder)
Footrest - Driver	Tachometer (rpm)
Fuel level warning light	Transfer - 2WD-4WD Selector switch
Glove box: w/lock	Trip Meter
Headrests: front (D+P)	Water temperature gauge
Headrests: rear x 3	
Exterior features	
Air spats: front & rear	Mud guards
Antenna	Outside rear view mirror - power
Body rust protection	Pick-Up bed: A-Deck type
Bumper: front - painted	Radiator grille - painted
Bumper: rear - steel, step	Rear glass fixed (Green)
Deck guard frame	Side steps
Door handle: black (pa-seat:w/o key cylinder)	Spare wheel under body
Headlamp: halogen	Towing: front only (eye)
High mount stop lamp	Windshield - green w/top shade
Intermittent wipers	
Safety and Security	
Air Bag System: D+P (Knee:D)	Horn
Anti-lock braking system (ABS)	Isofix anchor points
Anti-theft system: alarm & immobiliser	Vehicle Stability Control - HAC + TSC
Central door locking	Wireless door lock - with jack knife key, Panic Switch
Child lock	
Miscellaneous	
Owner's manual - English & French separately	Tool Kit & Jack

DOCUMENT No. III
ANNEXED MODELS

3.1 BID LETTER

Date

REQUEST FOR QUOTATION N° 16 RQ/BCITB/2024 OF THE 29/05 /2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION (RELAUNCHED)

To: The Lord Mayor Bafut Council

Dear Madam,

After studying the Consultation File which we officially acknowledge receipt of, we, the undersigned, hereby tender to supply and deliver in accordance with the request for Consultation and for the sum of CFAF (in words) exclusive of Value Added Tax and all Taxes Inclusive..... CFAF (in figures), exclusive of Value Added Tax and all Taxes Inclusive

If our bid is approved, we undertake to deliver the supplies in accordance with the provisions specified in the Bill of Entry and Quantities.

We are bound by the terms of this bid for a period of (number) days from the date fixed for opening of bids, as laid down in the letter of invitation to tender. The bid shall bind us and may be accepted at any time before the end of this period.

Pending the due preparation and signing of a Jobbing Order, this bid completed by your written reception and the notification of award of the Jobbing Order, shall serve as a Jobbing Order binding us mutually.

On

Signature
Name and capacity of signatory
On behalf of the Candidate.

BAFUT COUNCIL INTERNAL TENDERS BOARD
"REQUEST FOR QUOTATION N° 16 RQ/BCITB/2024 OF THE 29/05 /2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION"

Deadline for submission of bids is 18/06/2024 at 10:00 am prompt

3.2 - BILL OF ESTIMATES, ENTRY AND QUANTITIES

(To be filled by the Candidate)

No	Description of item (including Marque and model)	Quantity	Unit price (in figures and word)	Total Price

3.3 -

BAFUT COUNCIL INTERNAL TENDERS BOARD
"REQUEST FOR QUOTATION N°16 RQ/BCITB/2024 OF THE 18/05 /2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION" (RELAUNCHED)

3.4 - BID COMPARISON TABLE

No.	Names of Bidders	Address	Bid compliance		Delivery		Total Price TTC	Observations
			Yes	No	Period (time)	Place		
1.								
2.								
3.								
4.								

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie
REGION DU NORD-OUEST
DEPARTEMENT DE MEZAM
COMMUNE DE BAFUT
COMMISSION INTERNE DE
PASSATION DES MARCHE DE BAFUT



REPUBLIC OF CAMEROON
Peace – Work – Fatherland
NORTH WEST REGION
MEZAM DIVISION
BAFUT COUNCIL
BAFUT COUNCIL INTERNAL
TENDERS' BAORD

DRAFT JOBBING ORDER

JOBGING ORDER N° _____/JO/RQ/ BCITB/2024

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER
"N°16/RQ/BCITB/2024 OF THE 29/05 /2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE
CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION"
(RELAUNCHED)

CONTRACTOR:

TAX PAYER'S CARD NO :

ADDRESS :

BP :

TEL:

FAX :

BANK ACCOUNT NO.....

SUBJECT : THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT
AMOUNT :

(..... F CFA TTC
..... F CFA TOUTES TAXES COMPRISES)

DELAJ :Thirty (30) DAYS

FINANCING : **FEICOM/BAFUT COUNCIL - 2024**

VOTE CHARGE : :

ENTERED INTO ON :

SIGNED ON :

NOTIFIED ON :

REGISTERED ON :

BETWEEN:: The state of Cameroon, represented by the Mayor of BAFUT Council for the Contracting Authority hereafter known as the "Administration"

ON ONE HAND

AND

THE COMPANY

BP :
TEL. :
FAX :
BANK ACCOUNT NO.....

Represented by the General Manager
Hereafter known as << **THE SUPPLIER** >>

ON THE OTHER HAND

HAVING AGREED UPON AND ADOPTED THE FOLLOWING:

CONTENTS

CHAPTER I: GENERAL CONSIDERATIONS

ARTICLE 1: PURPOSE OF THE JOBBING ORDER

ARTICLE 2: PROCEDURE FOR AWARDING THE JOBBING ORDER

ARTICLE 3: CONSTITUENT DOCUMENTS OF THE JOBBING ORDER

ARTICLE 4: GENERAL TEXTS

ARTICLE 5: DUTIES OF THE SERVICE HEAD AND OF THE ENGINEER

ARTICLE 6: PERIOD AND PLACE OF DELIVERY.

ARTICLE 7: RESIDENCE OF THE SUPPLIER

CHAPTER II: PERFORMANCE OF THE JOBBING ORDER

ARTICLE 8: SUPPLIER'S ROLE AND RESPONSIBILITIES

ARTICLE 9: CONSISTENCY OF SERVICES

ARTICLE 10: DESCRIPTION OF SUPPLIES

ARTICLE 11: INFORMATION AND DOCUMENTS TO BE FURNISHED

ARTICLE 12: RECEPTION OF SUPPLIES

ARTICLE 13: GUARANTEE

ARTICLE 14: INSURANCE AND TRANSPORT

CHAPTER III: FINANCIAL PROVISIONS

ARTICLE 15: GENERAL NOTIONS -PRICE

ARTICLE 16: AMOUNT OF THE JOBBING ORDER

ARTICLE 17 TERMS AND CONDITIONS FOR PAYMENT

ARTICLE 18: BANK DOMICILIATION

ARTICLE 19: TAX SYSTEM

ARTICLE 20: STAMP DUTY AND REGISTRATION

CHAPTER IV: MISCELLANEOUS PROVISIONS

ARTICLE 21: PRODUCTION AND CIRCULATION OF THE JOBBING ORDER

ARTICLE 22: DISPUTES

ARTICLE 23: CANCELLATION OF THE JOBBING ORDER

ARTICLE 24: VALIDITY OF THE JOBBING ORDER

CHAPTER I GENERAL CONSIDERATIONS

ARTICLE 1: PURPOSE OF THE JOBBING ORDER

The purpose of this Jobbing Order is for the supply of a pick-up 4x4 double cabin vehicle to BAFUT Council, MEZAM Division of the North West Region
A description of this supply shall be given in Article 10 below.

ARTICLE 2: PROCEDURE FOR AWARDING THE JOBBING ORDER

This Jobbing Order is awarded following a Request for quotation
"REQUEST FOR QUOTATION N° 16 RQ/BCITB/2024 OF THE 29/05 /2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION" (RELAUNCHED)

ARTICLE 3: CONSTITUENT DOCUMENTS OF THE JOBBING ORDER

The constituent contractual documents of this Jobbing Order are in order of priority:

- this booklet of Special Administrative Clauses;
- the Supplier's bid and his overall proposal;
- the provisions which are not repugnant to the booklet of Technical Clauses and of Special Administrative Clauses mentioned above;
 - the breakdown of estimates;
 - the descriptive bill of quantities.

ARTICLE 4: GENERAL TEXTS

This Jobbing Order shall be governed by:

- a) The instruments governing the professional corps;
- b) Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
- c) Decree No. 20012/074 of 8 March 2012 relating to the creation, organization and functioning of Tenders Boards;
- d) Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
- e) Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
- f) Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
- g) Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- h) Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- i) Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
- j) Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- k) Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- l) Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- m) Circular N° 00000242/C/MINFI of 30 December 2021 on the instructions relating to the execution of the finance laws, monitoring and control of the execution of the budget of the state, and other public entities for the 2024 financial year;
- n) Unified Technical Documents (DTU) for building works;
- o) Applicable standards;
- p) Other instruments specific to the domain concerned with the contract.

ARTICLE 5: DUTIES OF THE SERVICE HEAD AND THE ENGINEER

In pursuance of the provisions of this Jobbing Order, it shall be specified that

5.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor of BAFUT Council**
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer shall be the **Divisional chief of State Property for Mezam** hereinafter referred to as the Engineer.
- The Project **Owner is the Lord Mayor of Bafut Council**. He represents the beneficiary administration of the works.
- The Contract Manager shall be: **FEICOM**
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Project Manager is the Council Development Officer
He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The contractor shall be [to be specified].
- The authority in charge of regular control to ensure the respect of the jobbing order is **DD-MINMAP-Mezam**

5.2 Security

- The authority in charge of ordering payment shall be **The Mayor of BAFUT Council**.
- The authority in charge of the clearance of expenditures shall be the **General Manager of FEICOM**
- The bodies or officials in charge of payment shall be the **Accountant of FEICOM**
- The official competent to furnish information within the context of the execution of this contract shall be **The Lord Mayor of BAFUT Council**.
- The Service for information relating to the execution of this project shall be **the Mayor of BAFUT Council**

ARTICLE 6: PERIOD AND PLACE OF DELIVERY

The delivery period for supplies shall be fixed at **60 Days** with effect from the date of notification of this Jobbing Order.

Delivery shall be made **at the BAFUT Council Hall**

ARTICLE 7: RESIDENCE OF THE SUPPLIER

The supplier's main residence shall be:

at:
P.O. Box:
TEL:
FAX:

All notifications to him shall validly be forwarded to this address.

CHAPTER II

PERFORMANCE OF THE JOBBING ORDER

ARTICLE 8: ROLES AND RESPONSIBILITIES OF THE SUPPLIER

The supplier has as mission to effect the supply of items as described in Article 10 under the control of the **Divisional Chief of State Property for MEZAM** and in keeping with the rules and standards in force in Cameroon and the specifications of this Jobbing Order.

ARTICLE 9: CONSISTENCY OF SERVICES

ARTICLE 10: DESCRIPTION OF SUPPLIES

The services shall include the supply of:

<u>No</u>	<u>Item Description</u>	<u>2024 reference</u>	<u>Technical specification</u>	<u>Unit price</u>	<u>quantity</u>	<u>Total price</u>

ARTICLE 11: INFORMATION AND DOCUMENTS TO BE FURNISHED

Purchase receipt, insurance policy and all other documents to facilitate registration of the vehicle.

ARTICLE 12: RECEPTION OF SUPPLIES

The acceptance commission shall comprise:

1. The Contracting Authority (Lord Mayor)/His Representative..... (Chairman)
2. The General Manager FEICOM or his representative.....(member)
3. The Service Head for follow up of projects and investments of FEICOM NWA(Contract Manager)
4. The Divisional Delegate of Public Contracts or his representative..... (Observer)
5. The Contract Engineer (Chief of State Property)..... (Secretary)
6. The Contractor or his Representative..... (Member)
7. The Council Development Officer of Bafut Council..... member
8. The Stores Accountant, Bafut Council..... member

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and sign by all the commission members.

It shall cross-check the conformity of the supplies with the prescriptions of the Jobbing Order and will decide whether there are grounds to rule in favour of reception.

Where the supply does not conform, the supplier shall be requested to replace the defective items at his own cost.

Where the supply does conform, the commission shall rule for reception. A reception report will then be prepared and shall be signed by all the members of the commission and the supplier. Such report shall clearly state the number of items, the quality of the packaging and the compliance with the contractual clauses.

ARTICLE 13: GUARANTEE

The cost of the usual commercial guarantees outlined in the general clauses for any defect or early alteration of the items shall be borne by the supplier. The supplier will bear the cost of repairs of the supplied equipment for six months from the date of reception of the supplies.

ARTICLE 14: INSURANCE

Hazards of whatever nature during transportation up to the place of delivery must be covered by an insurance policy taken by the supplier.

The Project Owner must be freed from all obligations.

The insurance must represent 110% (one hundred and ten percent) of the CIF value of the "shop to shop" supplies on a « blanket policy », including war and strikes, in a freely convertible currency. The Project Owner must be named as beneficiary.

CHAPTER III FINANCIAL PROVISIONS

ARTICLE 15: GENERAL NOTIONS – PRICES

The supplier shall be reputed to be perfectly knowledgeable about all the constraints inherent in the performance of the services and about all local conditions likely to influence such performance.

The prices of this Jobbing Order shall be final and not subject to review. They shall take into account all supplies, charges, false charges and contingences and shall be understood to be inclusive of taxes.

ARTICLE 16: AMOUNT OF THE JOBBING ORDER

The total amount of this Jobbing Order stands at
..... CFAF inclusive of taxes (amount in words) in accordance with the breakdown of estimates appended here to

UNIT PRICE SCHEDULE

UNIT PRICE SCHEDULE FOR THE FOR THE SUPPLY OF A PICK – UP 4x4 VEHICLE TO BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION				
S/N	DESCRIPTION	UNIT	UP IN FIGURES	UP IN WORDS
1	VEHICLE PICK – UP DIESEL 4X4 DOUBLE CABINE DE 9CV	U		
2	TOOL KIT	U		
3	First aid box	U		

COST ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATE FOR THE SUPPLY OF A PICK – UP 4x4 VEHICLE TO BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION					
S/N	DESCRIPTION	UNIT	QTY	UP	TOTAL COST
1	VEHICLE PICK – UP DIESEL 4X4 DOUBLE CABINE DE 9CV	U	1		
2	TOOL KIT	U	1		
3	First aid box	U	1		
TOTAL AMOUNT WITHOUT TAXES					
VAT (19,25 %)					
AIR (5.5% or 2.2%)					
TOTAL TAXES					
TOTAL TAXES INCLUSIVE (TTC)					
NET PAYABLE					

ARTICLE 17: TERMS AND CONDITIONS FOR PAYMENT

17.1 Start-up advance:

Upon notification of the contract to the supplier, an advance payment corresponding to **(30% of the contract amount, after tax)** may be granted to the holder of the Jobbing Order, at his request.

This advance payment shall be guaranteed 100% (one hundred percent) by a first-class bank approved by the Ministry in charge of finance.

Release of this guarantee shall be issued upon reception of all the supplies which were the purpose of the Jobbing Order.

17.2. Scheduling payments:

The contracting Authority has a time-limit of the three (03) days to visa and forward the contractor's bill for payment

Payment shall be done by the General Manager of FEICOM after receiving accounts drawn up by the Contract Engineer and signed by the Mayor bearing the visa of the Service of Follow up of Projects and investments of FEICOM upon presentation of an account drawn up by the contracting partners in seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

A. Common documents

1. The Mayor's payment request addressed to the General Manager of FEICOM,
2. The Funding agreement between the General Manager of FEICOM and the Municipality within the framework of the project for which payment is requested;
3. FEICOM's Notice of Approval to the Company's contract;
4. The original contract (s), the jobbing order or the purchase recorded for the start off advance or the first bill and the photocopy of the contract for the following ones,
5. The original copy of the registered receipt for the start off advance or the first bill and photocopies for the others;
6. The Tax Notice,
7. The report of work executed, for partial provisional acceptance, general provisional acceptance or final acceptance of works/supplies signed by at least two-thirds (2/3) of the members of the commission including the President,
8. The bill (start off advance or partial or final or holdback) stamped and signed by all the stakeholders (the contractor, the project manager, the contract Engineer and Manager, and liquidated on the back by the Project Owner),
9. The validated attestation of indebtedness,
10. The valid original copy of the attestation of Bank Account (not more than three months),
11. The original copy of the certificate of non-exclusion from Public Contracts (only for purchase);
12. A photocopy of the company's civil liability insurance including the photocopy of all site risk insurance (only for works of contractors) - **Except holdback,**
13. A photocopy of the final bond - **Except holdback,**

14. The delivery note signed by the contractor and the vote holder, or delivery note or the attestation of service signed by the Manger or the vote holder, or the attachments signed by the appointed members in accordance with the contractual provisions,
15. A photocopy of the warranty certificate of at least six months for the equipment requiring maintenance,

B. Documents specific to request for the start-off advance payment;

- 1 The original copy of the start-off advance deposit or **Guarantee of start-off advance**

C. Documents specific to request for payment of bill No 1;

- 1 The Service order to start works,

D. Documents specific to request for partial payments;

- 1 The detailed supplies rendered stamped and signed by the contractor, the Project Manager or the contract Engineer;
- 2 The Minutes of supplies made.

E. Documents specific to request for final bill payment requests;

- 1 The final detailed supplies made stamped and signed by the contractor, the Project Manager or the contract Engineer;
- 2 The original copy of the general provisional acceptance or technical acceptance of works report.

F. Documents specific to the payment requests of holdback;

- 1 The original copy of the final acceptance of works report.
- 2 The original copy of the certificate of release of retention signed by the Project Owner,

- **Default interests**

Default interests shall be paid by statement of the amounts owed.

- **Currency**

The currency of the tender and payment shall be the CFA Franc.

ARTICLE 18: BANK DOMICILIATION

The FEICOM shall pay in full all sums owed for the execution of this Jobbing Order by bank transfer to account N°. at in the name of While BAFUT council shall do same.

ARTICLE 19: TAX SYSTEM

This Jobbing Order shall be subject to all the taxes and duties in force in the Republic of Cameroon.

The Value Added Tax shall be borne by the Project Owner or Project Manager.

ARTICLE 20: STAMP DUTY AND REGISTRATION

Seven (7) original copies of this Jobbing Order shall be stamped and registered by the supplier at his cost, in accordance with the regulations in force

**CHAPTER IV
MISCELLANEOUS PROVISIONS**

ARTICLE 21: PRODUCTION AND CIRCULATION OF THE JOBBING ORDER

Seven (07) copies of this Jobbing Order shall be produced and circulated.

ARTICLE 22: DISPUTES

Any dispute arising between the contracting parties shall be the subject of an attempt at reconciliation through direct understanding.

Failure of amicable settlement, the final verdict of any dispute stemming from this Jobbing Order shall be passed by the competent Cameroonian court in MEZAM Division.

ARTICLE 23: CANCELLATION OF THE JOBBING ORDER

This Jobbing Order may be cancelled under the conditions and formalities provided for by the regulations in force.

ARTICLE 24: VALIDITY OF THE JOBBING ORDER

This Jobbing Order shall be valid only after its signature by the Delegated Contracting Authority and shall become enforceable only after its notification to the Supplier.

Document No. 9:
Forms and models to be used by
bidders

Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

Model No. 4: Model of start-off advance bond

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule

Annex No. 7: Evaluation grid

Annex No. 8: Attestation of site visit

Annex No. 9; Model Declaration of Intention to Tender

ANNEX No. 1: MODEL BID

I, the undersigned _____ [indicate the name and capacity of signatory]
Representing the _____ enterprise or group of enterprises with head office at
_____ registered in the trade register of _____ under the number
No. _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the **"REQUEST FOR QUOTATION N°16 RQ/BCITB/2024 OF THE 29/05/2024 FOR THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, MEZAM DIVISION OF THE NORTH WEST REGION"** (RELAUNCHED)

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 _____ [in figures and words] CFA francs exclusive of VAT

_____ CFA francs Inclusive of all taxes [In figures and words].

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

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

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

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

Done at _____ on

Signature of _____

In the capacity as _____

Duly authorised to sign bids for and on behalf of _____

ANNEX No. 2: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address]

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

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

The conditions of this commitment are as follows:

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

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

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

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

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

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

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

[Bank's signature]

ANNEX No. 3: MODEL FINAL BOND

Bank:

Reference of the bond: No _____

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

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

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

Whereas we have agreed to give the Supplier this guarantee,

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

represented by _____ *[name of signatories]*,

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

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

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

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

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

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

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

[Signature of the bank]

ANNEX No. 4: MODEL START-OFF ADVANCE BOND

Bank: Reference, Address: _____

We, the undersigned (bank, address) hereby declare by the present, to guarantee on behalf of:

Project Owner [Address of Project Owner] ("beneficiary") _____

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 THE SUPPLY OF A PICK-UP 4X4 DOUBLE CABIN VEHICLE TO THE BAFUT COUNCIL, BAFUT SUB-DIVISION, MEZAM DIVISION, 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]