

REPUBLIQUE DU CAMEROUN  
PAIX – TRAVAIL – PATRIE  
REGION DU NORD- OUEST  
DEPARTEMENT DU DONGA MANTUNG  
ARRONDISSEMENT DE NDU  
COMMUNE DE NDU  
COMMISSION INTERNE DE PASSATION  
DES MARCHES



REPUBLIC OF CAMEROON  
PEACE – WORK – FATHERLAND  
NORTH WEST REGION  
DONGA MANTUNG DIVISION  
NDU SUBDIVISION  
NDU COUNCIL  
INTERNAL TENDERS BOARD

**PROJECT OWNER:**

THE MAYOR OF THE NDU COUNCIL

**CONTRACTING AUTHORITY:**

THE MAYOR OF THE NDU COUNCIL

**TENDERS BOARD:**

NDU COUNCIL INTERNAL TENDERS BOARD

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**REQUEST FOR QUOTATION**

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**N° 19. RQ/NWR/DMD/NC/NCITB/2024 OF THE 03/05/2024 FOR THE  
EQUIPMENT OF NDU TOWN HALL WITH OFFICE FURNITURE, NDU  
COUNCIL, DONGA MANTUNG DIVISION OF THE NORTH WEST  
REGION.  
EMERGENCY PROCEDURE**

PROJECT OWNER: Mayor of the NDU Council.

FUNDING: NDU COUNCIL/FEICOM INVESTMENT BUDGET - 2024 BUDGET HEADS

<b>EQUIPMENT OF NDU TOWN HALL WITH OFFICE FURNITURE</b>	
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FINANCIAL YEAR 2024

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# Document No. 1: Tender Notice

### *Note relating to the tender notice*

The tender notice in English and French furnishes the information needed by the potential candidates to decide whether to acquire or consult the Tender File (TF) in order to eventually make an offer. In addition to the essential information contained in the Tender File, it must indicate any important criteria used for the qualification of candidates.

The information contained therein must conform to the rest of the Tender File and especially with the information in the Special Conditions of the invitation to tender.

### **Note relative à l'Avis d'Appel d'Offres**

L'Avis d'Appel d'Offres, rédigé en français et en anglais, fournit les renseignements dont les candidats éventuels ont besoin pour décider d'acquiescer le Dossier d'Appel d'Offres (DAO) ou le consulter, en vue de présenter une offre éventuellement. Outre les informations essentielles contenues dans le Dossier d'Appel d'Offres, il doit indiquer tout critère important utilisé pour la qualification des candidats.

Les renseignements qu'il contient doivent concorder avec ceux du reste du Dossier d'Appel d'Offres et, en particulier, avec ceux qui figurent dans le Règlement Particulier de l'Appel d'Offres.

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## REQUEST FOR QUOTATION

# N° 19. RQ/NWR/DMD/NC/NCITB/2024 OF THE 06/06/2024 FOR THE EQUIPMENT OF NDU TOWN HALL WITH OFFICE FURNITURE, NDU COUNCIL, DONGA MANTUNG DIVISION OF THE NORTH WEST REGION. EMERGENCY PROCEDURE

**FUNDING:** NDU COUNCIL/FEICOM INVESTMENT BUDGET - 2024

### 1. Subject of the Tender Notice:

Within the framework of the convention No. \_\_\_\_\_/CCF/FEICOM/DG/CAJ/DCC/2023 between FEICOM and the NDU Council for the 2024 Investment Budget, the Mayor of the NDU Council, Contracting Authority, hereby launches, Request for quotation for the equipment of Ndu Town Hall with office furniture, NDU Council, Donga Mantung Division of The North West Region.

### 2. Nature of supplies;

The services of this contract comprise notably: (the equipment of Ndu Town Hall with office furniture, transportation, handling, setting up and acceptance, where appropriate to be indicated by the Contracting Authority or Project Owner).

### 3. Delivery deadline;

The maximum deadline provided by the Project Owner or Delegated Contracting Authority for the delivery of the supplies forming the subject of this request for quotation is Sixty (60) days from the date of notification for this contract to begin.

### 4. Allotment;

The supplies are in one lot defined as follows: The supply of office equipment for the Town Hall, NDU Council, DONGA MANTUNG Division of The North West Region.

### 5. Estimated cost

The estimated cost after preliminary studies is 50 000 000 (fifty million) FCFA.

### 6. Participation and origin

Participation in this invitation to tender is open to Small and Medium Size Enterprises of Cameroonian Nationality who are in compliance with the regulations in force.

### 7. Financing

Supplies which form the subject of this invitation to tender shall be financed by the FEICOM/NDU Council 2024 Public Investment Budget

### 8. Consultation of tender file:

The file may be consulted during working hours at the NDU Council, SIGAM service, MINMAP DM, ARMP Bamenda and FEICOM (Tel N° 677 65 84 94) as soon as this notice is published.

#### 9. Acquisition of tender file:

The file may be obtained from the NDU Council, Department of Public Contracts, Contracts Award Service (Tel N° 677 65 84 94) as soon as this notice is published against payment of a non-refundable fee of 75 000 (Seventy-Five thousand Francs CFA) into NDU Municipal Treasury, representing the cost of purchasing the tender file.

#### 10. Submission of bids:

Each bid drafted in English or French in seven (7) copies that is the original and six (6) copies marked as such, should reach [SIGAM service] not later than 24./06./2024 at 10:00 a.m and should carry the inscription:

### REQUEST FOR QUOTATION

N° 11/RQ/NWR/DMD/NC/NCITB/2024 OF THE 23./06./2024 FOR THE EQUIPMENT OF NDU TOWN HALL WITH OFFICE FURNITURE, NDU COUNCIL, DONGA MANTUNG DIVISION OF THE NORTH WEST REGION.  
EMERGENCY PROCEDURE.

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

#### 11. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 11 of the Tender File, of an amount of 1 000 000 (One Million) FCFA all taxes inclusive, and valid for thirty (30) days beyond the date of validity of bids.

#### 12. Admissibility of bids:

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

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

Bids that do not respect the method of separating the financial offer, from administrative and technical offers will be inadmissible.

#### 13. Opening of bids:

Bids will be opened on the 24./06./2024 at 11:00 AM in the conference hall of the NDU 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.

The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed model submission letter following the model in the tender file.

Only bidders may attend or be represented by a duly mandated person.

N.B The start of the bid-opening session must not be later than one hour after the time-limit for the submission of bids as specified in the Tender File.

#### 14. Evaluation criteria

[The aim of these criteria is to identify and reject incomplete bids or bids not in compliance with the essential conditions laid down in the Tender File relating especially to admissibility of administrative documents, compliance of the technical bid with the technical specifications in the Tender File and the qualification of candidates]

##### 14.1 Eliminary criteria

[These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. The non respect of these criteria shall lead to the rejection of the bid by the bidder]. They include notably:

- Absence of bid bond ;
- Enterprises suspended from public procurement;
- False declaration or falsified document;
- Non respect of 75% essential criteria;
- Absence of quantified unit price ;
- Non-compliance with the model tender;
- Absence of an administrative document and not submitted within 48hrs on request;
- Absence of prospectus accompanied by the technical sheets from the manufacturer;
- Absence of agreement or authorization from the manufacturer, where applicable.

#### 14.2 Essential criteria

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

- After-sales service;
- Presentation of bid;
- Access to a credit line or other financial resources (where necessary);
- Availability of essential material and equipment (where necessary).

[The marking scale for offers by award of points is proscribed in favour of the binary method (yes or no)].

#### 15. Award

The jobbing order shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the lowest bid and technical quality, confer article 33 of the public contracts code.

#### 16. Validity of offers

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

#### 17. Complementary information

Complementary information may be obtained during working hours from at the NDU Council, SIGAM service Tel: N° 677 65 84 94.

#### Circular copies

- FEICOM
- ARMP
- President NCITB;
- Notice Board;
- Project owner
- Chrono

Ndu the \_\_\_\_\_  
The Mayor Ndu Council



*Kanfon Borno*  
PROFESSEUR DES LYCEES  
D'ENSEIGNEMENT GENERALE  
(PLEG)

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## DEMANDE DE DEVIS

N° 19 /RQ/RNO/DMD/CN/CIPMCN/2024 DU 05/06/2024 POUR LA FOURNITURE  
DES MATERIELS DE BUREAUX DE L'HOTEL DE VILLE A LA COMMUNE DE NDU, DANS  
LE DEPARTEMENT DE DONGA MANTUNG, REGION DU NORD-OUEST  
(PROCEDURE D'EMERGENCE)

Financement : Commune de NDU /FEICOM Budget d'investissement - 2024

### 1. Objet de l'Appel d'Offres

Dans le cadre de la convention No. \_\_\_\_/CCF/FEICOM/DG/CAJ/DCC/2023 entre le FEICOM et la Commune de ville de Bamenda pour l'exécution du budget FEICOM/Mairie de la Commune de NDU 2024, le Maire de la Commune de NDU, Autorité Contractante lance, une demande de devis pour la fourniture des matériels de bureaux de l'hôtel de ville a la commune de NDU, dans le Département de Donga Mantung, Région du Nord-Ouest.

### 2. Consistance des prestations

Les prestations du présent marché comprennent : (la fourniture des matériels de bureaux, le transport, la manutention, la mise en service et la réception selon le cas et à préciser par l'Autorité contractante ou le maître d'Ouvrage.

### 3. Délais de livraison

Le délai maximum prévu par le Maître d'ouvrage pour la livraison des fournitures objet du présent appel d'offres est de **soixante (60) jours** à compter de la date de notification de l'ordre de service de commencer l'exécution du contrat.

### 4. Allotissement

Les fournitures sont en un seul lot ci-après défini : Fourniture des matériels de bureaux de l'hôtel de ville a la commune de Ndu, dans le Département de Donga Mantung, Région du Nord-Ouest

### 5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **50 000 000 (Cinquante) FCFA**

### 6. Participation et origine

La participation au présent appel d'offres est ouverte aux P.M.E. de droit camerounais

### 7. Financement

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

### 8. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables à la Commune de Ndu Service de SIGAM, MINMAP DM, ARMP Bamenda et FEICOM Bamenda (Tel N° 677 65 84 94) dès publication du présent avis.

### 9. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu à la Commune de NDU, service de SIGAM (Tel N° 677 65 84 94) dès publication du présent avis, contre versement d'une somme non remboursable de la somme non remboursable de F CFA 75 000 (Soixante Quinze Mille Francs CFA) à la recette municipale de la Commune de NDU.

### 10. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont l'original et six (06) copies marquées comme tels, devra parvenir contre récépissé au Département des Marchés Public, Service de passation des marchés, au plus tard le 24/05/2024 à 10 heures, heure locale et devra porter la mention suivante :

## DEMANDE DE DEVIS

### DEMANDE DE DEVIS N° 19 / RQ/RNO/DMD/CN/CIPMCN/2024 DU 03/06/2024 POUR LA FOURNITURE DES MATERIELS DE BUREAUX DE L'HOTEL DE VILLE A LA COMMUNE DE NDU, DANS LE DEPARTEMENT DE DONGA MANTUNG, REGION DU NORD-OUEST (EMERGENCY PROCEDURE)

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

### 11. 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 la pièce 12 du DAO d'un montant 1 000 000 (Un Million) FCFA et valable pendant trente (30) jours au-delà de la date (limite) de validité des offres.

### 12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou autorité administrative compétente, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'avis d'appel d'offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours.

#### 11. Recevabilité :

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non-respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre sans aucun recours.

Les offres ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

### 13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le 26/01/2024 à 11 heures précises dans la salle de conférence de la Commune de NDU par la Commission de Passation Interne de la Commune de NDU en présence des soumissionnaires

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

Only bidders may attend or be represented by a duly mandated person.

N.B The start of the bid-opening session must not be later than one hour after the time-limit for the submission of bids as specified in the Tender File.

### 14. Critères d'évaluation

(Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres relatives notamment à la recevabilité des pièces administratives, à la conformité de l'offre technique aux spécifications techniques du DAO et à la qualification des candidats)

#### 14.1 Critères éliminatoires

(Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation selon les critères essentiels. Ils ne doivent pas faire l'objet de notation. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.)

Il s'agit notamment:

- De l'absence de la caution de soumission,
- Entreprises suspendues des marchés publics
- Des Fausses déclarations ou des pièces falsifiées ,
- De la non-conformité aux spécifications techniques majeures de la fourniture (à lister),
- du non-respect de 75% critères essentiels,
- de l'absence d'un prix unitaire quantifié,
- de la non-conformité du modèle de soumission,
- de l'absence de prospectus accompagné des fiches techniques du fabricant,
- de l'absence de l'agrément ou de l'autorisation du fabricant le cas échéant,
- absence de document administratif et non fourni sur demande.

#### 14.2. Critères essentiels

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

- Le service après-vente
- La présentation de l'offre
- L'accès à une ligne de crédit ou autres ressources Financières (le cas échéant)

La disponibilité du matériel et des équipements essentiels (le cas échéant)

Le non-respect de 02 critères entraîne l'élimination de l'offre.

(Il est important d'éviter l'arbitraire dans la détermination de la qualification)

[Le système de notation des offres par attribution des points est proscrit au profit du mode binaire (oui ou non)].

### 15. ATTRIBUTION

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la **moins-disant et techniquement qualifiée**, conformément à l'article 33 du Code des lettres commandes Publics.

#### 16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

#### 17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Ndu, Département des Marchés Publics, Service de passation des marchés (Tel N° 677 65 84 94)

#### Ampliations :

- ARMP
- FEICOM
- Président CPM;
- Affichage;
- Le Maître d'Ouvrage

Fait à Ndu, le \_\_\_\_\_  
Le Maire de la Commune de Ndu,



*Macou Kanfon Borno*  
PROFESSEUR DES LYCEES  
D'ENSEIGNEMENT GENERAL  
(PLEG)

Document No. 2:  
General Regulations of the Invitation to  
Tender

### Note on the General Regulations of the Invitation to Tender

The aim of document No. 2 is to provide bidders with the information they need to prepare their offers in compliance with the conditions laid down by the Contracting Authority.

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

This document includes model articles that are not to be modified.

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## General Regulations of the invitation to tender

### A. General

#### Article 1: Scope of offer

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

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

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

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

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

#### Article 2: Financing

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

#### Article 3: Fraud and corruption

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

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

- i. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii. is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii. "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
- iv. "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract;
- v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

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

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

#### **Article 4: Candidates allowed to compete**

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the invitation to tender is addressed to all suppliers, subject to the following provisions:
- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
  - (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

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

- i) is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
  - ii) presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid; or
  - iii) the Contracting Authority or Project Owner has financial interests in the share capital in way as to compromise the transparency of the contracts award procedure.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct or indirect supervisory authority of the Contracting Authority or Project Owner.

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

- 5.1 All supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.
- 5.2 Within the meaning of this article 5(1) above, the term "supplies" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.
- 5.3 The term "originate" shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

#### **Article 6: Qualification of bidder**

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

- (a) submit a power of attorney making the signatory of the bid bound by the offer; and
- (b) furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

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

- (i) The production of certified balance sheets and recent turnover;
- (ii) access to a credit line or availability of other financial resources;
- (iii) orders acquired and contracts awarded;
- (iv) pending litigations; and
- (v) availability of indispensable equipment.

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

- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;
- b. The bid and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- d. The member of the group designated as the representative shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

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

## B. Tender File

### Article 7: Content of Tender File

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

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

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

#### **Article 8: Clarifications on the Tender File**

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

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

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

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

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

#### **Article 9: Amendment of the Tender File**

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

9.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 7.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Contracting Authority.

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

#### **C. Preparation of bids**

#### **Article 10: Bidding fees**

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

#### **Article 11: Language of bid**

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

#### **Article 12: Constituent documents of the bid**

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

##### **a. Volume 1: Administrative file**

It includes:

- i) all documents attesting that the bidder
  - proof of purchase of the tender file;
  - has subscribed to all declarations provided for by the laws and regulations in force;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;

- is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
  - iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

**b. Volume 2: Technical bid**

**b.1 Information on qualifications**

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

**b.2 Technical proposals**

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

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

**b.3 Proof of acceptance of conditions of the contract**

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

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

**c. Volume 3: Financial bid**

The Special Regulations specify the elements that will help in justifying the cost of the services, namely:

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

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

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

### **Article 13: Bid price**

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

In indicating the price, the supplier is free to use the services of a transporter and to obtain insurance services from any country, subject to the conditions of eligibility attached to the financing agreement.

Prices proposed in the schedules of sub-details of prices for Supplies and Ancillary Services shall be presented in the following manner:

a. For supplies manufactured in Cameroon:

- i. Prices exclusive of taxes of supplies at the local level;
- ii. Sales and other taxes collected on the supplies which will be due if the contract is awarded;
- iii. The price of domestic transportation, insurance and other local services related to the delivery of the supplies up to their final destination (project site) specified in the Special Regulations of the invitation to tender.

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

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

### **Article 14: Currency of bid**

Prices shall be drawn in the CFA franc.

### **Article 15: Documents attesting to the eligibility of the bidder**

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

### **Article 16: Documents attesting to the admissibility of supplies**

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

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

### **Article 17: Documents attesting to the conformity of supplies**

- 17.1 To establish the conformity of supplies and ancillary services of the Tender File, the bidder shall, within the scope of his bid, provide written proofs that the supplies conform to the technical specifications and standards mentioned in the Supplies Description.
- 17.2 These proofs may take the form of prospectus, drawings or data and include a detailed description of the main technical and performance characteristics of the supplies and ancillary services,

demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the Supplies Description.

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

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

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

#### **Article 18: Documents attesting to the bidder's qualification**

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

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

#### **Article 19: Bid bond**

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

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

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

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

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

19.6 The bid bond may be seized:

a) if the bidder:

i) withdraws his bid during the time-limit which he specified in his bid;

ii) does not accept the correction of errors in application of article 30(4) of the General Regulations; or

b) if the bidder retained:

i) defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or

ii) defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

#### **Article 20: Validity of bids**

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

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

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

#### **Article 21: Form and signature of the bid**

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

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

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

#### **D. Submission of bids**

##### **Article 22: Sealing and marking of bids**

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

22.2 The external and internal envelopes :

- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

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

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

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

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

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

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

##### **Article 24: Late bids**

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

##### **Article 25: Modification, substitution and withdrawal of bids**

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

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

25.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written

notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.

- 25.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.
- 25.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

### E. Opening of envelopes and evaluation of bids

#### Article 26: Opening of envelopes and petitions

- 26.1 The competent Tenders Board shall open the envelopes in single or two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence.
- 26.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened.

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

- 26.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 26.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 26.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is appended the attendance sheet is handed over to all the participants at the end of the session.
- 26.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.

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

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

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

#### **Article 27: Confidential nature of the procedure**

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

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

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

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

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

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

#### **Article 29: Conformity of bids**

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

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

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

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

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

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

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

**Article 30: Evaluation of technical bid**

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

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

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

**EVALUATION GRID**

<b>NDU COUNCIL INTERNAL TENDERS BOARD</b>			
<b>TECHNICAL ANALYSIS SUB COMMISSION</b>			
<b>FOR THE EQUIPMENT OF NDU TOWN HALL WITH OFFICE FURNITURE, NDU COUNCIL, DONGA MANTUNG DIVISION OF THE NORTH WEST REGION. EMERGENCY PROCEDURE</b>			
1	PRESIDENT:		
2	SECRETARY:		
3	REP PROJECT OWNER:		
4	REP MINMAP:		
5	REP MINDDEVEL:		
6	REP MINFI:		
TENDER No: .....OF .....			
CONTRACTORS:			
A)			
B)			
C)			
Eliminatory Criteria (See evaluation of administrative files)			
Designation	<b>BIDDERS</b>		
	A	B	C

<b>a. General presentation of bids</b>		<b>EVALUATION (Yes or No)</b>		
a1	Presence of all documents			
a2	Properly bind			
a3	Separators in colour apart from white			
a4	Order prescribed respected			
<b>TOTAL a</b>		<b>/04</b>	<b>/04</b>	<b>/04</b>
<b>b. ADMINISTRATIVE FILE</b>		<b>EVALUATION (Yes or No)</b>		
<b>Administrative file</b>				
b1	The declaration of the intention to bid, (according to the attached model);			
b2	The group agreement, where necessary			
b3	The power of attorney, where necessary			
b4	An attestation of solvency established by a Court of First Instance or any other document established by the competent institution of the place of residence of the bidder dating less than three (3) months preceding the date of submission of offers			
B5	An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance, except otherwise provided for by the funding agreement			
B6	A receipt of purchase of the Tender File			
B7	The bid bond (according to the attached model) of an amount of <b>1 000 000 (One Million) FCFA</b> all taxes inclusive, and valid for thirty (30) days beyond the date of validity of bids			
B8	A Certificate of Non-Exclusion from public contracts issued by the Director General of ARMP			
B9	A Clearance Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old			
B10	A Tax Clearance Certificate signed by the Director General of Taxes stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old			
B11	Tax payer's card			
B12	Proof of having executed three (03) similar contracts during the last five years, with amounts of the said contracts, coordinates of officials of the projects or Project Owners as well as justificatory documents (copies of the first and last pages of contracts or jobbing orders, delivery slips signed by the Project Owner, minutes of acceptance certifying to the proper execution of these contracts);			
<b>TOTAL b</b>		<b>/12</b>	<b>/12</b>	<b>/12</b>
<b>c) Technical Proposals</b>		<b>EVALUATION (Yes or No)</b>		
C1	General presentation of the Company			
C2	Description of the supply / Delivery time / Place of delivery according to the attached model;			
C3	Guarantees on the equipment offered and on after-sales service; Financial capacity of at least 16 000 000 FCFA			

	<b>TOTAL C</b>	/03	/03	/03
	d)Delivery deadline			
	<b>TOTAL d</b>	/01	/01	/01
	e)Proofs of acceptance of conditions of the contract			
	The Special Administrative Conditions (SAC);			
	<b>TOTAL d</b>	/01	/01	/01
	<b>GRAND TOTAL</b>	/21	/21	/21
<b>NB: The minimal technical acceptable mark is 75% of the technical mark, i.e. All bids having less than 75/100 of the technical marks shall be eliminated.</b>				
<b>Resolution:</b>				
<b>IV</b>	<b>FINANCIAL ANALYSIS</b>	<b>EVALUATION</b>		
		<b>A</b>	<b>B</b>	<b>C</b>
1	Unit Price Schedule			
2	Bill of Quantities and Cost Estimate			
3	Sub Detail of prices			
4	Bidder's Financial Offer			
	<b>GRAND TOTAL</b>	/04	/04	/04
<b>NB) The non-existence or Laxity noticed at the study of prices and Arithmetic errors shall be corrected by the Technical Sub Committee with respect to the invitation to Tender</b>				
<b>FINAL RESOLUTION OF THE EVALUATION COMMISSION (use the corrected offer)</b>				

- a) General presentation of the Company;
- b) Description of the supply / Delivery time / Place of delivery according to the attached model;
- c) Guarantees on the equipment offered and on after-sales service;

NB. The tenderer not having obtained the required mark shall be disqualified

#### **Article 31: Qualification of the bidder**

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

#### **Article 32: Correction of errors**

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

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

- b) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
  - c) If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.
- 32.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee in accordance with the error correction procedure referred to above and with the confirmation of the bidder, the said amount shall be considered to commit him.
- 32.3 If the bidder who presented the bid assessed as being the lowest bid does not accept the corrections, his bid shall be rejected and his bond may be seized.

### **Article 33: Financial evaluation of bids**

- 33.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 29, 30 and 31 of the General Regulations.
- 33.2 For this evaluation the Evaluation sub-committee shall consider the following elements:
- a) the bid price, indicated according to the provisions of article 13 of the General Regulations;
  - b) adjustments made on the price to correct the arithmetical errors in application of article 32 of the General Regulations;
  - c) adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions;
- 33.3 To evaluate the bid price, the Evaluation sub-committee may equally consider factors other than the bid price indicated including the characteristics, performance of the supplies and ancillary services and purchase conditions.

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

### **Article 34: Comparison of bids**

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

## **F. Award of the contract**

### **Article 35: Award of the contract**

- 35.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.
- 35.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the

rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.

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

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

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

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

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

**Article 38: Notification of the award of the contract**

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

**Article 39: Publication of results of award and petitions**

- 39.1 Any award decision of a public contract by the Project Owner or the Delegated Project Owner shall be inserted with an indication of the price and deadline in the Public Contracts Journal published by the body in charge of the regulation of public contracts or any other publications authorised to do so.
- 39.2 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be appended the evaluation report of the bids.
- 39.3 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 39.4 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 39.5 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, the Contracting Authority and the chairperson of the said Tenders Board.

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

**Article 40: Signing of the contract**

- 40.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board for examination and opinion and where applicable to the prior endorsement of the Minister in charge of public contracts. .
- 40.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder and where applicable after the endorsement of the Minister in charge of Public Contracts.
- 40.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

**Article 41: Final Bond**

- 41.1 Within twenty (20) days of the notification by the Contracting Authority, the supplier shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 41.2 The bond shall be 2% of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment in accordance with the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 41.3 Small and medium-sized enterprises (SME) constituted of nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a first-rate financial institution approved in accordance with the instruments in force.
- 41.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

Document No. 3:  
Special Regulations of the  
invitation to tender

6. 6.1	<p>Bidder's qualification (see corrections on the tender notice)</p> <ul style="list-style-type: none"> <li>- Turnover;</li> <li>- After-sales service;</li> <li>- Presentation of bid;</li> <li>- Access to a credit line or other financial resources (where necessary);</li> <li>- Availability of essential material and equipment (where necessary).</li> </ul> <p>The non-respect of 02 of criteria leads to the elimination of the bid. (It is important to avoid arbitrariness in determining qualification)</p>
6.2	In case of a group of suppliers
11.	Language of bid: English or French
12.1	<p>The list of documents on qualification referred to article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:</p> <p><b>Envelope A- Volume 1 Administrative file/Technical offer</b></p> <p>The administrative file should contain the following documents:</p> <ol style="list-style-type: none"> <li>a. The declaration of the intention to bid, (according to the attached model);</li> <li>b. The group agreement, where necessary;</li> <li>c. The power of attorney, where necessary;</li> <li>d. An attestation of solvency established by a Court of First Instance or any other document established by the competent institution of the place of residence of the bidder dating less than three (3) months preceding the date of submission of offers.</li> <li>e. An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance, except otherwise provided for by the funding agreement.</li> <li>f. A receipt of purchase of the Tender File.</li> <li>g. The bid bond (according to the attached model) of an amount of <b>1 000 000 (One Million) FCFA</b> all taxes inclusive, and valid for thirty (30) days beyond the date of validity of bids.</li> <li>h. A Certificate of Non-Exclusion from public contracts issued by the Director General of ARMP.</li> <li>i. A Clearance Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.</li> <li>j. A Tax Clearance Certificate signed by the Director General of Taxes stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.</li> <li>k. Tax payer's card</li> </ol> <p>In case of group bidding, each member of the group must present a complete administrative file, items e, f and g being presented only by the representative of the group.</p>

- l. Proof of having executed three (03) similar contracts during the last five years, with amounts of the said contracts, coordinates of officials of the projects or Project Owners as well as justificatory documents (copies of the first and last pages of contracts or jobbing orders, delivery slips signed by the Project Owner, minutes of acceptance certifying to the proper execution of these contracts);

**b.2 Technical proposals**

- d) General presentation of the Company;
- e) Description of the supply / Delivery time / Place of delivery according to the attached model;
- f) Guarantees on the equipment offered and on after-sales service;
- g) Financial capacity of at least 16 000 000 FCFA;

**b.3 Delivery deadline**

**b.4 Proofs of acceptance of conditions of the contract**

The bidder should submit copies of duly initialled administrative and technical documents governing the contract, namely:

- h) The Special Administrative Conditions (SAC);
- i) The Technical Specifications (TS).

**Envelope B. Volume 2: Financial bid**

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

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

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

*N.B The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate examination.*

**Bid price and currency**

13.1	Incoterms specifies who is responsible for paying for and managing the shipment, insurance, documentation, customs clearance, and other logistical activities. <i>[Specify the Incotem, place or port of the trade terms used]</i>
13.2	The price of the contract shall <i>not</i> be revisable.
14.	Currency of bid Prices shall be drawn in the following currencies:
15.2 & 15.3	Currency of country of Contracting Authority shall be the Cameroon national currency of FCFA
17.3	Period of functioning of the supplies shall be six months from the time of acceptance of the supplies.

**Preparation and submission of bids**

19.1	Amount of the bid bond: An amount of 1 000 000 (One Million) FCFA all taxes inclusive, and valid for beyond the date of validity of bids.
20.1	Period of validity of bids: The period of validity of bids is thirty (30) days from the date of submission of offers.

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## Chapter I General

### Article 1: Subject of tender

#### 1.1 Subject of contract

The subject of this contract is the equipment of Ndu Town Hall with office furniture, NDU Council, Donga Mantung Division of the North West Region according to the characteristics defined in the technical specifications and the quantities defined in the estimates.

#### 1.2 Nature of services

The services of this contract comprise notably: (the equipment of Ndu Town Hall with office furniture, transportation, handling, setting up and acceptance, where appropriate to be indicated by the Contracting Authority or Project Owner).

### Article 2: Award procedure (GAC supplemented)

This contract shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the lowest bid and technical quality, confer article 33 of the public contracts code.

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

#### 3.1 General definition (cf. Code):

- The Contracting Authority shall be the Mayor of the NDU Council, He awards the contract and ensures the preservation of originals of contract documents and the transmission of copies to the Ministry in charge of Public Contracts and ARMP.
- The authority in charge of the control of effectiveness of execution of the services shall be the Ministry in charge of Public Contracts;
- The Project owner shall be the Mayor of the NDU Council,; he represents the beneficiary administration of the services;
- The Contract Manager shall be [the Secretary General of the NDU Council,; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be **Divisional Chief of State Property and Land Tenure for DONGA MANTUNG** , hereinafter referred to as the Engineer.
- The Project Manager of this contract or the Control Mission shall be **Divisional Chief of State Property and Land Tenure for DONGA MANTUNG** hereinafter referred to as the Project Manager
- The supplier shall be [to be specified].

#### 3.2. Security

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

- The authority in charge of authorising payment shall be: Mayor of the NDU Council.
- The authority in charge of the clearance of expenditures shall be the *General Manger of FEICOM*
- The body or official in charge of payment shall be the *Accountant of FEICOM*
- The official competent to furnish information within the context of execution of this contract shall be Mayor of the NDU Council

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

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

#### Article 5: Standards (article 3 of GAC supplemented)

- 5.1 The supplies done in execution of this contract shall be in conformity with the standards laid down in the Technical Specifications and where no standard is mentioned, to the authoritative standard on the issue and applicable in Cameroon; this standard shall be the most recent standard approved by the competent authority.
- 5.2 The supplier shall study, execute and guarantee the supplies and services of this contract by taking into consideration the best practices in Cameroon for operations of similar technology.

#### Article 6: Constituent documents of the contract (Article 9 of GAC)

The constituent contractual documents of this contract in order of priority are [to be adapted according to the case]:

- 1) The bid or commitment letter;
- 2) The supplier's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Technical Specifications referred to above;
- 3) The Special Administrative Conditions (SAC);
- 4) The Technical Specifications (TS);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The execution draft [to be inserted, where need be, for projects of major scope]
- 7) The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 033 of 13 February 2007;
- 8) The General Technical Conditions applicable to services forming the subject of the contract [insert and indicate, where need be, the names and references].

#### Article 7: General instruments in force

This contract shall be governed by the following general instruments:

1. The instruments governing the professional corps;
2. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code;
3. Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
4. 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;
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 20 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. Circular N° 00000026/C/MINFI of 29 December 2023 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;
9. Applicable standards;
10. Other instruments specific to the domain concerned with the contract.

## **Article 8: Communication (Article 6 of GAC supplemented)**

- 8.1 All notifications and written communication within the framework of this contract shall be sent to the following address:
- a. In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contract Manager and immediately after delivery of the supplies, correspondences shall be validly addressed to the [to the specified] council, chief town of the Region in which the supplies were done;
  - b. In the case where the Project Owner the addressee:  
Mr./Madam [to be specified] with a copy addressed to the Contract Manager, Project Manager and Contract Engineer, where need be.
  - c. In the case where the Contracting Authority is the addressee:  
Mr./Madam (specify) with a copy addressed within the same deadline to the Project Owner, Contract Manager, Engineer Project Manager, where necessary.
- 8.2 The supplier shall address all written notifications or correspondences to the Project Owner, with copies to the Contracting Authority, Project Manager and the Contract Manager

## **Article 9: Administrative Orders (Article 8 of GAC)**

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

- 9.1 The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the supplier by his services with copies to the Project Owner, Contract Manager, the Engineer, Project Manager and Payment Body.
- 9.2 On the proposal of the Project Owner, Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Contracting Authority and notified to the supplier by his services with a copy to the Project Owner, Contract Manager, Engineer, Project Manager and Paying Body. The prior endorsement of the Payment Body shall possibly be required for those with an incidence on the amount.
- 9.3 Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager and a copied to the Contracting Authority.
- 9.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Contracting Authority, Engineer and Project Manager.
- 9.5 Administrative Orders for suspension or resumption of supplies for reasons of the weather or other cases of force majeure shall be signed by the Contract Manager upon the proposal of the Project Manager and notified to the supplier by the Engineer (as per type of supplies).
- 9.6 With regard to Administrative Orders signed by the Contracting Authority and notified by the Project Owner, notification must be done within a **maximum deadline of 30 days** from the date of transmission by the Contracting Authority to the Project Owner. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner and proceed to carry out the said notification.**

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

- 10.1 (This contract shall be executed in one phase. At the end of this phase, the Project Owner shall accept the services and issue an attestation of proper execution to the supplier. This attestation shall condition the following conditional phase.
- 10.2 The deadline for notification of the Administrative order to start supplies of a conditional phase shall be (specify).

#### Article 11: Supplier's equipment and staff

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

#### Chapter II: Financial conditions

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

###### 12.1 Final bond

The final bond shall be set at 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 from the date of notification of the contract.

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

###### 12.2 Performance bond

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

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

###### 12.3 Guarantee of start-off advance

The rates and conditions of the return of the start-off guarantee shall be maximum 30% of the amount inclusive of all taxes and guaranteed at 100%]

##### Article 13: Amount of the contract

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

- Amount exclusive of VAT: \_\_\_\_\_ (\_\_\_\_\_) CFA F
- Amount of VAT: \_\_\_\_\_ (\_\_\_\_\_) CFA F.

**Article 14: Place and method of payment (GAC supplemented)**

The Project Owner shall pay the sums due by transfer into account No. \_\_\_\_\_ opened in the name of the supplier in \_\_\_\_\_ bank.

**Article 15: Price variation (Article 17 of GAC)**

15.1 Prices shall be firm or revisable [retain one of the two options].

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

15.2 Price updating modalities (where need be)

It is preferable not to provide for price updating where the contract includes price revision. In the contrary case, price updating is done on the date of notification of the contract while price revision is applicable on already updated prices.

**Article 16: Price revision formulae (article 18 of GAC)**

The prices on the unit price schedule shall not be revisable by application of the following formula:

**Article 17: Price updating formulae (article 18 of GAC)**

The prices on the unit price schedule are updatable by application of the following formula: [insert, where need be, the formula and define the parameters and indices].

Where need be, the indices are those defined for the price revision formulae.

**Article 18: Advances (article 21 of GAC)**

18.1 The Project Owner shall grant a start-off advance of about 30% of the amount of the contract.

18.2 The time-limit for payment of the start-off advance is fixed at 30 days from the date of its request by the supplier.

**Article 19: Payment (article 19 of GAC supplemented)**

No later than the fifth (5<sup>th</sup>) 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:

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

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

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

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

The contractor shall be paid on accounts drawn up by applying the prices of the unit price list to works actually carried out.

- Record of works carried out:

At the end of every month, the contractor and the Project Manager shall draw a joint statement summarizing and setting the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

- Monthly account

Not later than the fifth (5<sup>th</sup>) of the month following the month when the work was carried out, the contractor shall furnish to the Project Manager seven (07) copies of the provisional monthly accounts.

- End of work account

After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed.

The draft final account shall be submitted by the contractor for verification and approval by the Project Manager.

Once approved by the Project Manager, the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts.

- General and final account

At the end of the period of guarantee relating to the structures which gives rise to final acceptance of works, the Project Manager shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. This account whose model shall be provided by the Contracting Authority at his convenience shall comprise:

- the final account;

- the final payment;

- the summary of monthly accounts.

Signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests.

- Payment of works :

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 two (02) 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 supplies report.

**F. Documents specific to the payment requests of holdback;**

- 1 The original copy of the final acceptance of supplies 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 20: Interest on overdue payments (Article 20 of GAC)**

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

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

##### **A. Penalties for delay**

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

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

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

##### **B. Specific penalties (amounts to be specified)**

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

- Late submission of final bond;
- Late submission of insurances.

La non production des documents susvisés dans les délais réglementaires entraîne une pénalité de 10 000 (dix mille) francs CFA par jour calendaire de retard.

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

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

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

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

All taxes inclusive prices means VAT included.

#### **Article 23: Stamp duty and registration of contracts (article 11 of GAC)**

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

### **Chapter III Execution of services**

#### **Article 24: Patent rights (GAC supplemented)**

The supplier shall guarantee the Project Owner against claims by third parties relating to the infringement or unauthorized use of a patent right, a trademark or industrial creation right resulting from the use of supplies or their components.

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

25.1 The place of delivery shall be NDU Council, DONGA MANTUNG Division of the North West Region

25.2 The delivery deadline of the services forming the subject of this contract shall be: The maximum deadline provided by the Project Owner or Delegated Contracting Authority for the delivery of the supplies forming the subject of this invitation to tender is Ninety (90) days.

25.3 This deadline shall run from the date of notification of the Administrative Order to start execution [or that fixed in this Administrative Order- to be specified].

#### **Article 26: Role and responsibilities of the supplier (GAC supplemented)**

The mission of the supplier shall be to ensure the supply of goods as described in the Technical Specifications under the control of the Project Manager and in conformity with this contract and the applicable rules and standards.

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

##### **27.1 Packaging for transportation**

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

##### **27.2 Insurance**

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

#### **Article 28: Trials and related services (article 28 of GAC)**

[Where need be, specify the special provision]

Especially relating to:

- The commissioning operation;
- Technical documentation;
- Training of personnel.

#### **Article 29: After-sales service and consumables (article 14 of GAC)**

Specify the special provisions relating to after-sales service especially:

The supplier shall maintain an after-sales service in the Republic of Cameroon for a period of X years from the date of the final acceptance:

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

### **Chapter IV: Acceptance**

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

Within at least ten (10) days prior to the provisional acceptance, the supplier shall forward to the Project Owner the following documents [where need be, specify the special provisions]:

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

**Article 31: Provisional acceptance (articles 40 and 41 of GAC)**

Prior to the provisional acceptance, the supplier shall request in writing to the Contract Manager with a copy to the Engineer, the organization of a technical visit before the acceptance.

31.1 Trials included in preliminary operations to the acceptance [insert if applicable].

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

- |    |  |             |
|----|--|-------------|
| 1. | The Mayor of the NDU Council (Project Owner) or his representative as chairperson;     |             |
| 2. | The General Manager of FEICOM or his representative;                                   | Member;     |
| 3. | The Service Head for Follow up of Projects and Investments of FEICOM NORTH-WEST Agency | member,     |
| 4. | The Secretary General of the NDU Council   | Member,     |
| 5. | The Municipal Treasurer of the NDU Council   | Member,     |
| 6. | The DD/MINMAP/DONGA MANTUNG  | Member;     |
| 7. | The DD/MINCAF/DONGA MANTUNG (Contract Engineer),                                       | Rapporteur, |
| 8. | The stores accountant Ndu Council  | Member;     |
| 9. | The supplier,  | member.     |

Members of the Commission shall be convened to the acceptance by mail at least ten (10) days before the date of acceptance and the supplier shall be convened by mail ten days before acceptance. He is bound to attend (or be represented) [quorum to be indicated].

He takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission.

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

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the Commission.

The minutes of the provisional acceptance report shall specify or set the date of completion of the delivery.

31.3 Indicate if partial acceptance is provided for.

31.4 [Indicate if the guarantee period commences or not at the date of acceptance of this provisional acceptance].

**Article 32: Documents to furnish after provisional acceptance (article 40 of GAC supplemented)**

Purchase receipt, insurance policy and all other documents to facilitate registration of the vehicle to be furnished within a time-limit of 30 days after provisional acceptance].



**Note on the preparation of the Schedule of unit and all-in prices**

The Schedule of unit and all-in prices must be included in the Tender File by the Project Owner or the Contracting Authority as the case may be, and must in the minimum include the description of supplies and services forming the subject of the tender file.

# Content

## Chapter I: General

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

## Chapter II: Financial conditions

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

## Chapter III: Execution of services

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

## Chapter IV: Acceptance

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

## Chapter V: Sundry provisions

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

Page \_\_\_\_\_ and Last of Contract N° ...RQ/ NWR/DMD/NC/NCITB/2024 OF THE .../05/2024  
 AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER N° ....RQ/NWR/DMD/NC/NCITB/2024  
 OF THE ...../05/2024 FOR THE SUPPLY OF OFFICE EQUIPMENT FOR THE TOWN HALL, NDU  
 COUNCIL, DONGA MANTUNG DIVISION OF THE NORTH WEST REGION.  
 EMERGENCY PROCEDURE.

With-----

For the supply of \_\_\_\_\_

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

IAT	
EVAT	
VAT (19.25%)	
AIR (2.2 or 5.5%)	
Net to be paid	

Delivery deadline: [fill in days, weeks, months or years]

<p><b>Read and accepted by the supplier</b></p> <p>(place of signature) _____ (date)</p>
<p><b>Signature of Contracting Authority</b></p> <p>(place of signature) _____ (date)</p>
<p><b>Registration</b></p>

Document No. 10:  
Model documents to be used by bidders

## Note on model documents to be by bidders

The bidder should fill and present with his bid a model bid in conformity with the provisions contained in the Tender File.

He must furnish a bid bond, using the model presented in this document. The draft contract must include all the corrections or modifications done on the retained bid resulting from correction of errors, in compliance with article 30(2) of the General Regulations, from the updating of the price in application, where need be, of article 11(4) of the General Regulations because of the duration of the evaluation of bids, from the choice of an alternative bid, the acceptance of variations considered acceptable or any other modification mutually acceptable by the Tender File, such as change of key personnel, sub-contracting, execution programme of services.

Model final bonds and bank guarantee of start-off advance must not be filled at the time of preparation of tenders. Only the retained bidder shall be invited to produce the final bond and the bank guarantee of the return of advance, where applicable, in conformity with one of the models presented in this document. Any default by the supplier of his obligations within the context of this contract shall be a cause for the seizure of the final bond subject to the said default being established by the Project Manager/Project Owner. As soon as the bond is called in, the guarantor is bound to execute without further delay.

## Table of model documents

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 4: Model start-off advance bond

Annex No. 5: Model performance bond

Annex No. 6: Model authorisation from manufacturer

**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  
addenda of No. \_\_\_\_\_ of the

**REQUEST FOR QUOTATION**

**N° ...RQ/ NWR/DMD/NC/NCITB/2024 of the .../05/2024 for the equipment of Ndu Town  
Hall with office furniture, NDU Council, DONGA MANTUNG Division of the North West  
Region**

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

\_\_\_\_\_ CFA francs inclusive of all taxes [In figures and words].

- I pledge to deliver the supplies within a deadline of 90 days.
- In addition, I pledge to maintain my offer for 120 days from the deadline of submission of  
tenders.

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

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

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

Done at \_\_\_\_\_ on

Signature of \_\_\_\_\_

In the capacity as \_\_\_\_\_

Duly authorised to sign bids for and behalf of \_\_\_\_\_

## ANNEX No. 2: MODEL BID BOND

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 **1 000 000 (One Million) FCFA** all taxes inclusive.

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 **1 000 000 (One Million) FCFA** all taxes inclusive, that the bank pledges to pay in full to the Contracting Authority, binding itself, its Owner, his successors and assignees:

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

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

[Bank's signature]

ANNEX 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 the **equipment of Ndu Town Hall with office furniture**, NDU Council, DONGA MANTUNG Division Of The North West Region

Whereas it is stated in the contract that the Supplier shall entrust to the Project Owner a final bond of an amount equal to 2 % 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 N° ...RQ/NC/NCITB/2024 OF THE .../05/2024 AWARDED AFTER REQUEST FOR QUOTATION N° ...RQ/ NWR/DMD /NC/NCITB/2024 OF THE .../05/2024 FOR THE SUPPLY OF OFFICE EQUIPMENT FOR THE TOWN HALL, NDU COUNCIL, DONGA MANTUNG DIVISION OF THE NORTH WEST REGION.

of the maximum total sum corresponding to the advance of 30 % of the amount inclusive of all taxes of Contract No. \_\_\_\_\_ payable upon notification of the corresponding Administrative Order, that is \_\_\_\_\_ CFA francs.

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

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

The law and jurisdiction applicable on the guarantee shall be those of the Republic of Cameroon.

Signed and authenticated by the bank

at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]

**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 equipment of Ndu Town Hall with office furniture, NDU Council, DONGA MANTUNG Division Of The North West Region.

Whereas it is stipulated in the contract that the retention fund fixed at 5 % 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 5 % 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 5 % 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.

Signed and authenticated by the bank

At \_\_\_\_\_ on

[Signature of the bank]

## ANNEX No. 6: MODEL OF MANUFACTURER'S AUTHORISATION

*[The bidder requests the manufacturer to prepare this letter in conformity with the indications given. This letter of authorisation must be on the manufacturer's letter head and must be signed by a person duly mandated to sign documents which commit the manufacturer. The bidder should include this letter in his bid, if so required by the Tender File]*

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

IT No \_\_\_\_\_ of \_\_\_\_\_; *[insert references of invitation to tender]*

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

To: *[Insert full name of Project Owner]*

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

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

Signature *[insert the signature]*

Done on \_\_\_\_\_ day of \_\_\_\_\_ *[insert date of signature]*

Document No. 11:  
List of banking establishments and  
financial bodies authorised to issue bonds  
for public contracts

**List of banking establishments and financial institutions authorised to issue bonds for public Contracts**

**A- BANKS**

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

**B- INSURANCE COMPANIES**

**II- Insurance companies**

- 1 Activa Assurances,;
- 2 Area Assurance SA;
- 3 Atlantic Assurances SA,
- 4 Prudencia-Beneficial life insurances SA,
- 5 Chanas assurances SA,
- 6 CPA SA,
- 7 Nsia Assurances SA,
- 8 Pro Assur SA, BP.5 963, Douala;
- 9 SAAR SA,
- 10 Saham Assurances SA,
- 11 Zenith Insurance SA,