

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

.....
NORTH-WEST REGIONAL ASSEMBLY

.....
REGIONAL EXECUTIVE COUNCIL

.....
PEACE-JUSTICE-UNITY-HARD WORK- SOLIDARITY



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

.....
ASSEMBLEE REGIONALE DU NORD-OUEST

.....
CONSEIL EXECUTIF REGIONAL

.....
PAIX-JUSTICE-UNITE-TRAVAIL-SOLIDARITE

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

TENDER FILE

PROJECT OWNER:

THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

CONTRACTING AUTHORITY:

THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

TENDER BOARD:

NORTH WEST REGIONAL ASSEMBLY INTERNAL TENDERS BOARD
(NWRAITB)

TENDER FILE N° - 008 /ONIT/NWRA/ITB/2025 OF 28 FEB 2025
FOR THE SUPPLY OF BENCHES IN SOME GOVERNMENT SECONDARY
AND HIGH SCHOOLS OF THE NORTH WEST REGION (DIVIDED INTO 04
LOTS) BY EMERGENCY PROCEDURE

FUNDING: PIB: 2025
IMPUTATION:

FINANCIAL YEAR 2025

Re 04/03/2025

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Document N°. 1

TENDER NOTICE



OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER

N° 008 /ONIT/NWRA/ITB/2025 OF 28 FEB 2025 FOR THE SUPPLY OF
BENCHES IN SOME GOVERNMENT SECONDARY AND HIGH SCHOOLS OF THE NORTH
WEST REGION (DIVIDED INTO 4 LOTS) BY EMERGENCY PROCEDURE

FUNDING: PUBLIC INVESTMENT BUDGET – 2024 ASSIGNED TO THE NORTH WEST REGIONAL ASSEMBLY

1. Subject of the Tender Notice:

Within the framework of the execution of the 2025 Public Investment Budget for the State of Cameroon, the President of the North West Regional Assembly, Contracting Authority, hereby launches, an Open National Invitation to Tender N° 008 /ONIT/NWRA/ITB/2025 of 28 FEB 2025 for the supply of Benches in some Government Secondary and High Schools of the North West Region (Divided into 4 lots) by Emergency Procedure.

2. Nature of supplies;

The services of this contract comprise notably: the supply of benches in some Government Secondary and High Schools of the North West Region, transportation, handling, setting up and acceptance, where appropriate to be indicated by the Contracting Authority or Project Owner. (See characteristics in the technical specifications).

3. Delivery deadline;

The maximum deadline provided by the Project Owner for the delivery of the supplies for this invitation to tender is **Sixty (60) days** per lot from the date of notification to start the supply.

4. Allotment

The supply is into four (4) lots.

LOT.	DIVISION	PROJECT
01	Boyo- DIVISION	Supply of benches to some Government Secondary and High Schools in Boyo- Division
02	Bui-Division	Supply of benches to some Government Secondary and High Schools in Bui-Division
03	Menchum-Division	Supply of benches to some Government Secondary and High Schools in Menchum- Division
04	Momo-Division	Supply of benches to some Government Secondary and High Schools in-Momo-Division

5. Estimated cost

The estimated cost after preliminary studies is as follows:

LOT	DIVISION	PROJECT	AMOUNT (ATI)
1	Boyo- DIVISION	Supply of benches to some Government Secondary and High Schools in Boyo- Division	20,000,000
2	Bui-Division	Supply of benches to some Government Secondary and High Schools in Bui-Division	20,000,000
3	Menchum-Division	Supply of benches to some Government Secondary and High Schools in Menchum-Division	15,870,315
4	Momo-Division	Supply of benches to some Government Secondary and High Schools in-Momo-Division	20,000,000
		TOTAL	75,870,315



6. Participation and origin

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

7. Financing

Supplies that are the subject of this invitation to tender shall be financed by the 2024 Public Investment Budget assigned to the North West Regional Assembly.

8. Consultation of tender file:

The file may be consulted during working hours from the office of the Director of General Affairs of the North West Regional Assembly (Tel N° 233360094), or online using the address www.marchespublic.cm or www.publiccontracts.cm as soon as this notice is published.

9. Acquisition of tender file:

The file may be obtained from the office of the Director of General Affairs of the North West Regional Assembly (Tel N° 233360094) or online using the address www.marchespublic.cm or www.publiccontracts.cm as soon as this notice is published upon payment of a non-refundable fee of Seventy-five thousand (75.000) Francs CFA into the North West Regional Assembly Treasury, representing the cost of purchasing the tender file.

10. Submission of bids: - The method of submission shall be offline or online.

10.1 Offline Submission.

Each bid drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, should reach the office of the Director of General Affairs of the North West Regional Assembly (Tel N° 233360094) or submitted online using the address www.marchespublic.cm or www.publiccontracts.cm not later than 25 MARS 2025 at 10:00 am and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER

N° 008 / ONIT/NWRA/ITB/2025 OF 28 FEB 2025 / 2025 FOR THE SUPPLY OF BENCHES IN SOME GOVERNMENT SECONDARY AND HIGH SCHOOLS OF THE NORTH WEST REGION (DIVIDED INTO 4 LOTS) BY EMERGENCY PROCEDURE

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

10.2 Online Submission.

The Tender must be submitted by the Tenderer on COLEPS platform, on or before the at 11 am, a backup of the tender saved in a USB flash or CD or DVD, and must be sent in a sealed envelope with a clean and legible indication (backup copy) bearing the aforementioned label within the time limit.

For the size and format, the maximum size of the document that will be uploaded on the platform and constituting the bidder's offer shall be:

- Five MB for the administrative offer.
- Fifteen MB for the Technical offer.
- Five MB for the financial offer.

Supported format shall include:

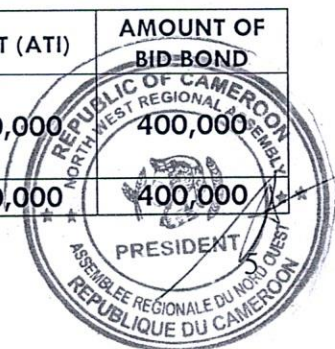
- PDF for text documents
- GPEG format for images

The tenderer shall use a compressing software to reduce the size of the files to be uploaded.

11. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking or insurance establishment approved by the Ministry in charge of finance and whose list is found in document No. 11 of the Tender File. The amount is as in the table below and valid for Thirty (30) days beyond the date of validity of bids.

LOT	DIVISION	PROJECT	AMOUNT (ATI)	AMOUNT OF BID BOND
1	Boyo DIVISION	Supply of benches to some Government Secondary and High Schools in Boyo-Division	20,000,000	400,000
2	Bui Division	Supply of benches to some Government	20,000,000	400,000



		Secondary and High Schools in Bui-Division		
3	Menchum Division	Supply of benches to some Government Secondary and High Schools in Menchum-Division	15,870,315	317,450
4	Momo Division	Supply of benches to some Government Secondary and High Schools in Momo-Division	20,000,000	400,000

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 or insurance approved by the Minister in charge of Finance.

13. Opening of bids:

Bids will be opened on the 25 MARS 2025 at 11:00am in the conference hall of the Internal Tenders' Board of the North West Regional Assembly (Block B), in the presence of the bidders or their mandated representatives' files if they so desire with full knowledge of the files.

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

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

14. Evaluation criteri

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 Internal Tenders' Board of the North West Regional Assembly. They include:

1. Absence or non-conformity of an element in the administrative file non regularized within 48 hours after opening of bids;
2. Absence or insufficient bid bond;
3. False declaration or falsified documents;
4. Execution deadline more than **Sixty (60) days**
5. A bid with the external envelope carrying a sign leading to the identification of the bidder;
6. Incomplete financial file;
7. Non respect of **75%** of essential criteria;
8. Non-compliance with major technical specifications of the supply (See technical specifications).
9. Suspended by MINMAP for 2025 financial year
10. Submission of insufficient number of bids or the absence of the original copy of bids;
11. Average annual turnover the tendering amount (Average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last five (5) years (from 2020). This should be justified by copies of past contracts (completed or on-going). Final reception minutes for all completed contracts before 2024 and provisional reception minutes for contracts completed in 2024 should be presented
12. Failure to provide a backup copy offer on time.
13. Failure to comply with the format of files for offers, submitted online.

14.2 Essential criteria

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



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

- Presentation of bid;
- Reference of the company;
- Access to a credit line or other financial resources;
- Personnel of the company, engage on honour for their availability
- Proof of acceptance of conditions of the contract;
- Technical specifications: satisfying 80% of minor technical specifications of each bench;
- Warranty of supply of Six (06) months;

The non-respect of 02 of the essential criteria leads to the elimination of the bid

These criteria are given in detail in article 6(1) of the Special Regulations of the invitation to tender

15. Award

The Contract shall be awarded to the bidder whose bid is in conformity with the provision of the tender file and on the basis of the lowest bid and technical quality, according to article 99a of the public contracts code. (A Bidder can bid for more than one Lot but can be awarded only one Lot)

16. Validity of offers

Bidders will remain committed to their offers for Ninety (90) days from the deadline set for the submission of bids.

17. Complementary information

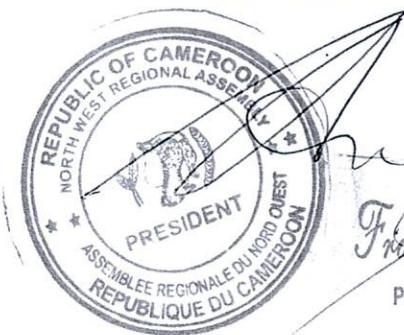
Complementary information may be obtained during working hours at the office of the Director of General Affairs of the North West Regional Assembly (Tel N° 233360094).

Bamenda the 28 FEB 2025

THE PRESIDENT OF THE REGIONAL ASSEMBLY

Copies:

- ARMP BAMENDA
- RD/MINMAP/NW
- Chairperson of ITB/NWRA
- Notice Board
- File/archive



Fris Tobazshi Angwafo III
President North - West Regional
Executive Council



AVIS D'APPEL D'OFFRES

APPEL D'OFFRES NATIONAL OUVERT

N° 008 / AONO/ARNO/CIPM/2025 DU 28 FEV 2025 POUR LA FOURNITURE
DES TABLES-BANCS DANS CERTAINS COLLEGES ET LYCEES DE LA REGION DU NORD-
OUEST DIVISE EN 4 LOTS PAR PROCEDURE D'URGENCE

Financement : Budget d'investissement Public- 2025 alloués à l'Assemblée Régionale de Nord-Ouest.

1. Objet de l'Appel d'Offres

Dans le cadre de l'exécution du Budget d'Investissement Public 2025, le Président de l'Assemblée Régionale du Nord-Ouest, Autorité Contractante lance, un **appel d'offres Pour la fourniture des tables-bancs dans certains collèges et Lycées de la Région du Nord-Ouest Divisé en 4 lots par Procédure d'Urgence.**

2. Consistance des prestations

Les prestations du présent marché comprennent : **Fourniture des tables-bancs dans certains collèges et Lycées de la Région du Nord-Ouest (Divisées en 4 lots), la mise en service et la réception selon le cas et à préciser par l'Autorité Contractante ou le Maître d'Ouvrage (Voir caractéristiques et description technique).**

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

La fourniture est en quatre (4) lots :

LOT	Département	PROJET
01	Boyo	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de Boyo- Division
02	Bui	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de Bui
03	Menchum	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de la Menchum
04	Momo	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de la Momo

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de

LOT	Département	PROJET	COUT (ATI)
1	Boyo	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de Boyo Division	20,000,000
2	Bui	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de Bui	20,000,000
3	Menchum	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de la Menchum	15,870,315
4	Momo	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de la Momo	20,000,000
	TOTAL		75,870,315



6. Participation et origine

La participation au marché est ouverte à égalité des conditions, à toutes les entreprises basées au Cameroun et remplissant les conditions nécessaires les autorisant à participer à l'invitation d'offres. (Document No 3) dudit appel d'offres

7. Financement

Les prestations objet du présent appel d'offres sont financées par le Budget d'Investissement Public au titre de l'exercice 2025 affecté à l'Assemblée Régionale du Nord-Ouest.

8. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables au bureau de Directeur des Affaires Générale à l'Assemblée Régionale du Nord-Ouest (Tel N° 233360094) ou en ligne par l'adresse www.marchespublic.cm dès publication du présent avis.

9. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables après Publication du présent avis au bureau du Directeur des Affaires Générale à l'Assemblée Régionale du Nord-Ouest (Tel N° 233360094), ou en ligne par l'adresse www.marchespublic.cm dès publication du présent avis, Contre présentation d'une quittance de versement au Trésor d'Assemblée Régionale de Nord-Ouest de la somme non remboursable de Soixante-quinze Mille Cent (75.000) Francs CFA.

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 bureau du Directeur des Affaires Générale à l'Assemblée Régionale de Nord-Ouest (Tel N° 233360094), ou en ligne par l'adresse www.marchespublic.cm, au plus tard le 25 MARS 2025 à 10 heures, heure locale et devra porter la mention suivante :

APPEL D'OFFRES NATIONAL OUVERT
N° 008 /AONO/ARNO/CIPM/CCCM-AG Y'DE/2025 DU 25 /FEV /2025 POUR LA
FOURNITURE DES TABLES-BANCS DANS CERTAINS COLLEGES ET LYCEES DE LA REGION DU NORD-
OUEST DIVISE EN 4 LOTS PAR PROCEDURE D'URGENCE.

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

11.2. Pour la soumission en ligne : L'offre devra être transmise par le soumissionnaire sur la plateforme COLEPS au plus tard le / /2025 à 10 h 00, heures locales. Une copie de sauvegarde de l'offre enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l'indication claire et lisible

« copie de sauvegarde », en plus de la mentionné ci-dessus dans les délais impartis.

Taille et format des fichiers :

Pour la soumission en ligne, les tailles maximales des documents qui vont transiter sur la plateforme et constituant l'offre du soumissionnaire sont les suivantes :

- 5 MO pour l'Offre Administrative ;
- 15 MO pour l'Offre Technique ;
- 5 MO pour l'Offre Financière ;

Les formats acceptés sont les suivants :

- Format PDF pour les documents textuels ;
- JPEG pour les images.

Le candidat veillera à utiliser des logiciels de compression afin de réduire éventuellement la taille des fichiers à transmettre.

11. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque ou assurance de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO d'un montant et dans le tableau ci-dessous et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

LOT	DEPARTEMENT	PROJET	COUT (TTC)	Cautionnement provisoire
1	Boyo	Pour la fourniture des tables-bancs dans	20,000,000	400,000



		certaines collèges et Lycées dans le Département de Boyo Division		
2	Bui	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de Bui	20,000,000	400,000
3	Menchum	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de la Menchum	15,870,315	317,450
4	Momo	Pour la fourniture des tables-bancs dans certains collèges et Lycées dans le Département de la Momo.	20,000,000	400,000

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 établie postérieurement à la date de signature de l'avis d'appel d'offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des finances.

13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le 25 MARS 2025 à 11.00 heures précises dans la salle de conférence de la commission interne de passation de marches de l'Assemblée Régionale du Nord-Ouest (Bâtiment B) 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.

N.B La séance d'ouverture des plis ne doit pas commencer plus d'une heure après l'heure limite de dépôt des offres indiquée dans le dossier d'appel d'offres.

14. Critères d'évaluation

14.1 Critères éliminatoires

Il s'agit notamment :

1. Absence ou non-conformité d'un élément au dossier administratif non régularisé dans les 48 heures suivant l'ouverture des plis ;
2. Absence ou insuffisance de caution de soumission à l'ouverture des plis ;
3. Fausse déclaration ou pièces falsifiées ;
4. Délai de livraison supérieur à Soixante (60) jours ;
5. Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
6. Offres financière incomplète
7. Le non-respect de 75% des critères essentiels ;
8. Non-conformité aux spécifications techniques majeures de la fourniture (Voir spécification techniques).
9. Suspendu par le MINMAP en 2025 ;
10. Présentation d'un nombre insuffisant d'offres ou manque de la copie originale des offres
11. Chiffre d'affaires annuel moyen d'au moins le montant de l'offre (Chiffre d'affaires annuel moyen calculé comme le total des paiements certifiés reçus au titre des marchés en cours ou achevés, au cours des cinq derniers (5) ans (à partir de 2020). Cela devra être justifié par des copies des contrats passés (réalisés ou en cours). Les procès-verbaux définitifs de réception pour tous les marchés achevés avant 2024 et les procès-verbaux provisoires de réception pour les marchés achevés en 2024 doivent être présentés
12. De l'absence de la copie de sauvegarde des Offres.
13. Du non-respect du format des fichiers des offres soumises en ligne.

14.2. Critères essentiels

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

- Présentation de l'offre ;



- Référence de l'entreprise;
- Accès à une ligne de crédit ou à d'autres ressources financières ;
- Le personnel de l'entreprise, s'engage sur l'honneur à la disponibilité des pièces détachées et des services après-vente
- Preuve d'acceptation des conditions du contrat ;
- Spécifications techniques : satisfaire 80% des spécifications techniques mineures de chaque équipement ;
- Garantie d'approvisionnement de six (06) mois ;

Le non-respect de deux critères entraîne l'élimination de l'offre

15. ATTRIBUTION

Le contrat sera attribué au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la **moins-disant et techniquement qualifiée**, conformément à l'article 99(a) du Code des Marchés Publics. **(Un soumissionnaire peut soumissionner pour plusieurs lots mais ne peut se voir attribuer qu'un seul lot)**

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant Quatre Vingt Dix (90) 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 au **bureau du Directeur des Affaires Générales à l'Assemblée Régionale de Nord-Ouest (Tel N° 233360094)**

Fait à Bamenda, le 28 FEB 2025

Le Président de l'Assemblée Régionale du Nord-Ouest,
(Autorité contractant)

Ampliations :

- DR/MINMAP;
- ARMP;
- Président CPM;
- Affichage.



Document No. 2:

General Regulations of the Invitation to Tender

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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 is determined that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices in the award of this contract.

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

Article 4: Candidates allowed to compete

4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a 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 Council 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)

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

Article 8: Clarifications on the Tender File

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

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

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

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

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

Article 9: Amendment of the Tender File

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

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

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

C. Preparation of bids

Article 10: Bidding fees

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

Article 11: Language of bid

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

Article 12: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations 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

c. 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.

d. 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 way 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 "**REPLACEMENTBID**" or "**MODIFICATION**".

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

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

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

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

E. Opening of envelopes and evaluation of bids

Article 26: Opening of envelopes and petitions

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

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

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

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

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

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

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

26.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the

body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 27: Confidential nature of the procedure

- 27.1 No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public, subject to the disqualification of the bidder and the suspension of the authors from all activities related to public contracts.
- 27.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in their award decision may cause the rejection of his bid.
- 27.3 Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

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

- 28.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.
- 28.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 29: Conformity of bids

- 29.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 29.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 29.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:
- a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
 - b. which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or

- c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

- 29.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.
- 29.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 30: Evaluation of technical bid

- 30.1 The Evaluation sub-committee shall examine the bid to confirm that all the conditions fixed in the Special Regulations and Special Administrative Conditions were accepted by the bidder without substantial difference or reservation.
- 30.2 The sub-committee shall evaluate the technical aspects of the bid presented in accordance with article 17 of the General Regulations in order to ensure that all the stipulations of the Schedule of prices, delivery calendar and Supplies Specification (technical specifications, plans, inspections and trials) are respected without substantial difference or reservation.
- 30.3 If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the Evaluation sub-committee establishes that the bid does not essentially conform in application of article 29 of the General Regulations, it shall propose to the Tenders Board that the said bid be set aside.

Article 31: Qualification of the bidder

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

Article 32: Correction of errors

- 32.1 The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:
- a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
 - b) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
 - c) If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs a) and b) above.
- 32.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee in accordance with the error correction procedure referred to above and with the confirmation of the bidder, the said amount shall be considered to commit him.
- 32.3 If the bidder who presented the bid assessed as being the lowest bid does not accept the corrections, his bid shall be rejected and his bond may be seized.

Article 33: Financial evaluation of bids

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

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

- a) the bid price, indicated according to the provisions of article 13 of the General Regulations;
- b) adjustments made on the price to correct the arithmetical errors in application of article 32 of the General Regulations;
- c) adjustments made on the price as a result of rebates offered in application of paragraph 13(4) of the General Conditions;

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

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

Article 34: Comparison of bids

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

F. Award of the contract

Article 35: Award of the contract

- 35.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.
- 35.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.
- 35.3 Any award of supplies contract shall be to the bidder meeting all the technical and financial capacities resulting from the required essential or eliminatory criteria and presenting the bid evaluated as the lowest.

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

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

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

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

Article 38: Notification of the award of the contract

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

Article 39: Publication of results of award and petitions

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

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

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

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

39.5 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, the Contracting Authority and the chairperson of the said Tenders Board.

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

Article 40: Signing of the contract

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

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

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

Article 41: Final Bond

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

41.2 The bond 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 N°. 3:
Special Regulations of the
Invitation to tender**

Special Regulations of the invitation to tender

General	
1.	<p>Definition of supplies</p> <p>The services of this contract comprise: for the supply of Benches in some Government Secondary and High Schools of the North West Region (Divided into 4 lots) by Emergency Procedure. (See characteristics and technical prescriptions).</p>
1.1	<p>Name and address of Contracting Authority: The President of the North West Regional Assembly</p> <p>Reference of the invitation to tender: N° _____/ONIT/NWRA/ITB/2025 OF ____ / ____ / 2025</p>
1.2	<p>Delivery deadline: The maximum deadline provided by the Project Owner for the delivery of the supplies forming the subject of this invitation to tender is Sixty (60) days per lot from the date of notification for this contract to begin.</p>
2.1	<p>Source of financing: Supplies which are the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget assigned to the North West Regional Assembly</p> <p>Name of project for the supply of Benches in some Government Secondary and High Schools of the North West Region (Divided into 4 lots) by Emergency Procedure.</p>
4.1	List of pre-qualified candidates, where applicable: Not Applicable
4.2	Criteria
5.1	Criteria of origin of supplies
6.	Bidder's qualification
6.1	<p>Eliminatory criteria</p> <p>These criteria fix the minimum conditions to be met to qualify for evaluation according to the essential criteria. They should not be the subject of scoring. The non-respect of these criteria shall lead to the rejection of the bid by the Internal Tenders' Board of the North West Regional Assembly. They include:</p> <ol style="list-style-type: none"> 1. Absence or non-conformity of an element in the administrative file non regularized within 48 hours after opening of bids; 2. Absence or insufficient bid bond; 3. False declaration or falsified documents; 4. Delivery deadline more than Sixty (60) days 5. A bid with the external envelope carrying a sign leading to the identification of the bidder; 6. Incomplete financial file; 7. Non respect of 75% of essential criteria; 8. Non-compliance with major technical specifications of the supply (To be defined by the Project Owner). 9. Suspended by MINMAP for 2024. 10. Submission of insufficient number of bids or the absence of the original copy of bids; 11. Average annual turnover of at least 20,000000 (Twenty-Five Million) CFA the tendering amount (Average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last five (5) years (from 2020). This should be justified by copies of past contracts (completed or ongoing). Final reception minutes for all completed contracts before 2024 and provisional reception minutes for contracts completed in 2024 should be presented Failure to provide a backup copy offer on time. 12. Failure to provide a backup offer on time 13. Failure to comply with the format of files for offers, submitted online <p>Essential criteria</p> <p>The essential criteria are key points used to judge the technical and financial capacity of candidates to execute the services or deliver the supplies which are the subject of the invitation to tender.</p>

	<ul style="list-style-type: none"> - Presentation of bid; - Reference of the company; - Access to a credit line or other financial resources; - Personnel of the company, engage on honour the availability of spare parts and after sales services - Proof of acceptance of conditions of the contract; - Technical specifications: satisfying 80% of minor technical specifications of each equipment; - Warranty of supply of Two (02) years; <p>The non-respect of 02 essential criteria leads to the elimination of the bid</p>
6.2	In case of a group of suppliers, there should be a lead partner.
11.	Language of bid: English or French
12.1	<p>The list of documents on qualification referred to article 12 of the General Regulations must be supplemented and grouped in three volumes inserted respectively in internal envelopes and detailed as follows:</p> <p>Envelope A- Volume 1 Administrative file</p> <p>The administrative file should contain the following documents:</p> <ul style="list-style-type: none"> A.1 Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp. A.2 Certified Copy of the Business Registration, not more than three months old. A.3 Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months. A.4 Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance. (See list of approved banks on document no 12 of this tender file) A.5 Purchase receipt of Tender File issued by the Treasury of the North West Regional Assembly. A.6 A bid bond issued by a first rate-financial institution approved by the Ministry in charge of Finance in conformity with COBAC conditions as of the table above. A.7 An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP) A.8 An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time. A.9 A Clearance Certificate (Attestation de conformité fiscale) signed by the chief of Centre of Taxes 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. A.10 Copy of a valid taxpayer's card, delivered by the chief of centre of Taxes. A.11 Plan and attestation of location of the Company signed by the bidder on honour A.12 Power of attorney if necessary A.13 Group agreement where applicable A.14 Special Technical Clauses initialled on all the pages and signed, dated and stamped on the last page. A.15 Special Administrative Clauses completed and initialled on all the pages, signed, dated and stamped on the last page. <p>In case of group bidding, each member of the group must present a complete administrative file, items e, f and g being presented only by the representative of the group</p> <p>Envelope B- Volume 2: Technical bid</p> <p>B.1 Information on qualification</p> <ul style="list-style-type: none"> - Presentation of bid: In a way as to facilitate the examination, the various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies, properly bind, the order prescribed respected, the file should have

a table of content and should be clean.

- B.2 Turnover:** Minimum average annual turnover of at least 20 million FCFA calculated as total certified payments received for contracts in progress or completed, within the last five (5) years;
- B.3 References of the company:** The bidder should show 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.4 Personnel of the company:** A mission head who should be a Senior Wood Work Technician having at least Five (5) years working experience and a Wood Work Technician having at least Three (3) years of working experience;
- B.5 Availability of material and essential equipment:** The bidder shall show ownership of the resources: Pick up 4 x 4 or van for the transportation of personnel, Carpentry tool box and any other equipment necessary for the supply;
- B.6 Access to a credit line or other financial resources:** The bidder should show proof of a financial guarantee (self-financing capacity) of at least 80% of the total cost the project with all taxes inclusive;
- B.7 After-delivery services:** The bidder should present an attestation of after-delivery services either from the manufacturer or signed by the bidder on honour showing the bidder is available to do basic services of the benches after the delivery;
- B.8 Methodology of the supply:** The bidder should present the organigram of the company and that of the project, technical description of the supply, technical proposals showing the delivery deadline of Sixty (60) days, planning of the delivery.
- B.9 Proofs of acceptance of conditions of the contracts**
The bidder should initial all the pages of the Special Administrative Conditions (SAC) and the Technical Specifications (TS) sign and date the last pages to show proof that he/she accepts the conditions of the contract.
- B.10 Technical specifications:** The bidder should present a prospectus accompanied by the technical leaflet from the manufacturer showing the following technical specifications and pictures of the equipment to be supplied.
- B.11 Warranty certificate of the supply of Six (6) months.**

The non-respect of 02 numbers of criteria leads to the elimination of the bid.

Envelope C. Volume 3: 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 unit 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.

Online submission

The Tender must be submitted by the Tenderer on COLEPS platform, on or before the

.....

at 11 am, a backup of the tender saved in a USB flash or CD or DVD, and must be sent in a sealed envelope with a clean and legible indication (backup copy) bearing the aforementioned label within the time limit.

For the size and format, the maximum size of the document that will be uploaded on the platform and constituting the bidder's offer shall be:

	<p>-Five MB for the administrative offer. -Fifteen MB for the Technical offer. -Five MB for the financial offer. Supported format shall include: -PDF for text documents -GPEG format for images The tenderer shall use a compressing software to reduce the size of the files to be uploaded.</p>
Bid price and currency	
13.1	Trade laws and regulations applied to Cameroon
13.2	The price of the contract shall <i>not</i> be revisable.
14.	<p>Currency of bid Prices shall be drawn in the following currencies: CFA Francs</p>
15.2 & 15.3	Currency of country of Contracting Authority shall be the Cameroon national currency of FCFA
17.3	The guarantee period for the supplies shall be One (01) Year from the time of acceptance of the supplies.
Preparation and submission of bids	
19.1	Amount of the bid bond: An amount of Four Hundred Thousand (400,000) CFA each for lot 1,2 ,4 and three hundred and seventeen thousand four hundred and fifty francs (317,450CFA) for lot 3 all taxes inclusive, and valid for thirty days beyond the date of validity of bids.
20.1	Period of validity of bids: The period of validity of bids is Ninety (90) days from the date of submission of offers.
21.1	The number of copies of the bid which must be submitted. Seven copies, one original and six copies, for offline submission and online submission as indicated above.
22.2	Address of the Contracting Authority to be used for the submission of bids: The North West Regional Assembly,
23.1	<p>Date and time-limit for submission of bids: Each bid drafted in English or French in seven (7) copies including one (01) original and six (6) copies marked as such, should reach the North West Regional Assembly, The office of the Director of General Affairs of the North West Regional Assembly (Tel N° 233360094) Block B or online using the address www.marchespublics.cm or www.publiccontracts.cm not later than /..... /2025 at 10:00Am and should carry the inscription:</p> <p style="text-align: center;">OPEN NATIONAL INVITATION TO TENDER N° ____/ONIT/NWRA/ITB/2025 OF ____ / ____ / 2025 FOR THE SUPPLY OF BENCHES IN SOME GOVERNMENT SECONDARY AND HIGH SCHOOLS OF THE NORTH WEST REGION (DIVIDED INTO 4 LOTS) BY EMERGENCY PROCEDURE. "To be opened only during the bid-opening session"</p>
26.1	Venue, date and time of opening of bids; Bids will be opened on the .../.../2025 at 11:00 Am in the conference hall of the Internal Tenders' Board of the North West Regional Assembly, in the presence of the bidders or their mandated representatives with full knowledge of the files if they so desire.
Award of the contract	
43.1 and 43.2	The contract shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid and technical quality, relative to article 99 (a) of the public contracts code. (A Bidder can bid for more than one Lot but can be awarded only one Lot)

Document No. 4:
Special Administrative Conditions (SAC)

Content

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- Article 1 - Subject of the contract
- Article 2 - Award procedure (GAC supplemented)
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
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Chapter II: Financial conditions

- Article 12 - Guarantees and bonds (articles 21 and 40 of GAC)
- Article 13 - Amount of contract
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- Article 30 - Documents to be furnished before the technical acceptance (article 41 of GAC supplemented)
- Article 31 - Provisional acceptance (articles 40 and 41 of GAC)
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- Article 35 - Termination of the contract (article 57 of GAC)
- Article 36 - Case of force majeure (article 56 of GAC)
- Article 37 - Differences and disputes (article 61 of GAC)
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- Article 39 and last - Entry into force of the contract (GAC supplemented)

Article 1: Subject of tender

1.1 Subject of contract

The subject of this contract is **the supply of Benches in some Government Secondary and High Schools of the North West Region (Divided into 2 lots) by Emergency Procedure.**

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 **the supply of Benches in some Government Secondary and High Schools of the North West Region (Divided into 4 lots)**, transportation, handling, setting up and acceptance, where appropriate to be indicated by the Contracting Authority. (See characteristics and technical specifications).

Article 2: Award procedure (GAC supplemented)

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

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

3.1 General definitions (cf. Code)

- ✓ The Contracting Authority shall be **The President of the North West Regional Assembly**; in this respect he preserves the original documents relating to the contract and transmits copies to the Public Contract Regulatory Agency.
- ✓ The Contract Manager shall be **The Director of General Affairs at the North West Regional Assembly**. In this capacity, he shall respect the administrative, technical and financial clauses of this contract.
- ✓ The Contract Engineer shall be **The Regional Delegate of Secondary Education for the North-West**. He shall validate the different crucial phases of work done, from the installation of the Contractor to the Provisional Technical Reception (Connection to the National Grid and Energizing of new line).
- ✓ MINMAP for unannounced control
- ✓ **The Divisional/Sub-Divisional Peace and Development Committees (P.D.C)** shall carryout Social Control and report to the President of the Regional Executive Council, North West.
- ✓ **The Contractor shall be [to be specified].**

3.2 Security

This Contract may be used as security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be **The President of the North West Regional Assembly**.
- The body or official in charge of payment shall be **The Regional Treasurer North West Regional Assembly**.
- The official competent to furnish information within the context of execution of this Contract shall be **The Director of General Affairs at the North West Regional Assembly**.
- The authority in charge of clearance shall be **The Specialised Finance Controller of the North West Regional Assembly**.

3.3 Duties of the Control Mission, Project Manager (Not applicable).

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

1. The language to be used shall be **[English and/or French]**.
2. The supplier shall be bound to observe the law, regulations and ordinances in force in the Republic of Cameroon both within his own organization and in the execution of the contract.

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

Article 5: Standards (article 3 of GAC supplemented)

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

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

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

- 1) The bid or commitment letter;
- 2) The supplier's bid and its annexes in all provisions not contrary to the General 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
- 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.

Article 7: General instruments in force

This contract shall be governed by the following general instruments:

1. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
2. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
3. Law No. 96/12 of 5th August 1996 on the management of the environment;
4. Law No 2016/017 of 14 December 2016 instituting the Mining Code;
5. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;
6. Instruments governing the various professional bodies;
7. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
8. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
9. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
10. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of public contracts;
11. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
12. Letter No; 00006/LC/PR/MINMAP/CAB of August 17, 2021 clarifying the control of the award of public contracts and specifying the modalities of its exercise with the Project Owner;
13. Circular N° 00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2024 financial year;
14. Unified Technical Documents (DTU) for building works;
15. Applicable standards;
16. Other instruments specific to the domain concerned with the Contract.

Article 8: Communication (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 _____ council where the Contractor Resides;
 - b. In the case where the Project Owner is the addressee:
The President of the North West Regional Assembly with a copy addressed to the Contract Manager, Project Manager, Contract Engineer and the Regional Delegation of Public Contracts where need be.
 - c. In the case where the Contracting Authority is the addressee:
The President of the North West Regional Assembly with a copy addressed within the same deadline to the Contract Manager, Engineer, Project Manager and the Regional Delegation of Public Contracts 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, the Contract Manager and the Regional Delegation of Public Contracts

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 Project Owner and notified to the supplier by the his services with copies to Contract Manager, the Engineer, Project Manager, The Ministry of Public Contracts and Payment Body.
- 9.2 On the proposal of the Contract Manager, Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Project Owner and notified to the supplier by his services with a copy to the Contract Engineer, The Ministry of Public Contracts 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 Project Owner and The Ministry of Public Contracts.
- 9.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by the Contract Manager and copied to the Engineer, The Ministry of Public Contracts 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 Project Owner and notified by the Contract Manager, notification must be done within a **maximum deadline of 30 days** from the date of transmission by the Project Owner to the Contract Manager. **Beyond this deadline, the Project Owner shall establish the default of the Contract Manager 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.
- 10.2 The deadline for notification of the Administrative order to start supplies of a conditional phase shall be *(Not applicable)*.

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 personnel shall be replaced by a member of staff of equal competence (qualifications and experiences) or by equipment of similar performance and in good working order.

- 11.2 In any case, the lists of equipment and supervisory staff to be used shall be subject to the approval of the contract Manager within 30 days of the notification of the Administrative Order to start execution. The contract Manager has (ten) 10 days to notify his opinion in writing with a copy to the Contract Manager. Beyond this time-limit, these lists shall be considered as approved.
- 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 start-off guarantee shall be maximum 40% of the amount inclusive of all taxes and guaranteed at 100%, at the request of the contractor.

Article 13: Amount of the contract

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.
- Amount of TSR and/or _____ CFA F
- Net to be paid= EVAT-TSR and/or AIR

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

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

Article 15: Price variation (Article 17 of GAC)

15.1 Prices shall be firm.

- a. Payments on 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 (Not applicable)

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

The prices on the unit price schedule shall not be revisable.

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

The prices on the unit price schedule are updatable by application of the following formula: (Not applicable).

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 may grant a start-off advance of not more than 40% of the amount of the contract upon the date of reception of his request.

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

Article 19: Payment (article 19 of GAC supplemented)

No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager three 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 or 5.5%] paid directly into the account of the contractor;
- 2.2 or 5.5 % 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 supplies rendered out:
- End of supplies account

After completion of supplies 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 shall be done by the Paymaster General after receiving accounts drawn up by the Contract Engineer and signed by the P.O bearing the visa of the Service of Follow up of Projects and investments of upon presentation of an account drawn up by the contracting partners in seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

- Seven copies of the account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Progress Report signed by the Project Manager or the contract Engineer and bearing the visa of the Service of the SG of the Regional Council;
- A letter of approval of contract (s) issued by the Paymaster General;
- Release of the retention guarantee signed by Mayor in case of final acceptance of work;
- Copy of the stamped duty agreement for the funding of the project;
- A copy of the As-Built plans and the draft final detailed account of works prepared in seven copies signed by the Project Manager and visaed by the Contract Engineer during the final payment at the end of the provisional acceptance of works;
- The contractor shall submit the insurance policies for damages of all sorts of risks during the transportation up to the place of delivery.
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
 - A copy of the performance bond:
 - > A tax payer's card ;
 - > a business licence ;
 - > a clearance attesting to the payment of taxes;
 - > an attestation of non-indebtedness;
 - > an attestation of localisation ;
 - > a plan of localisation;
 - > an attestation of Solvency;
 - > an attestation of Bank account;
 - > an attestation of tender from the NSIF.
 - > others

- **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 Decree No. 2018/366 of 20 June 2018 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 ($1/2000^{th}$) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- b. One thousandth ($1/1000^{th}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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: Two Hundred Thousand (200,000) Francs CFA
- Late submission of insurances: Two Hundred Thousand (200,000) Francs CFA

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 North West Regional Assembly headquarters in Bamenda, Situated at Up station opposite the High court.

25.2 The delivery deadline of the services forming the subject of this contract shall be **Sixty (60) Days**.

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

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 Contract Manager or contract Engineer 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)

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 Five (05) 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.

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 and The Regional Delegation of Public Contracts for the North West, the organization of a technical visit before the acceptance.

31.1 Trials included in preliminary operations to the acceptance

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

- 1- The President of the North West Regional Assembly or his representative..... (Chairman)
- 2- The Contract Manager or his representative..... (Member)
- 3- The RDMINMAP/NW or his representative..... (Observer)
- 4- The Contract Engineer..... (Secretary)
- 5- The Stores Accountant of North West Regional Assembly..... (Member)
- 6- The Commissioner for Education, Sports and Cultural Development NWREC (Observer)
- 7- The Principal of the concerned School..... (Observer)
- 8- The Contractor or his Representative..... (Observer)

The commission shall examine the report of the pre-acceptance including a video from the Contractor showing the benches supplied. This shall proceed with the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and sign by all the commission members.

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 at least 2/3 of 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].

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

33.1 The guarantee period shall be One (01) Year to run from the date of the provisional acceptance of the supplies.

33.2 During the guarantee period, the supplier shall be bound to carry out maintenance of the vehicles

Article 34: Final acceptance (article 48 of GAC)

- 34.1 Final acceptance shall take place within a maximum deadline of *fifteen (15) days* from the date of expiry of the guarantee.
- 34.2 The Project Manager shall be a member of the commission.
- 34.3 The procedure for final acceptance shall be the same as for provisional acceptance.
- 34.4 The final acceptance shall mark the end of the contract and shall release the Project Manager of all obligations. The joint signature of the final detailed account by the Project Owner and the supplier shall definitely end the contract.

Chapter V

SUNDRY PROVISIONS

Article 35: Termination of the contract (article 57 of GAC)

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

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

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

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

- . *War in the area of execution of the job;*

Article 37: Disagreements and disputes (article 61 of GAC)

Differences or disputes born out of the execution of this contract may be the subject of amicable solution. Where no amicable solution can be found to a dispute, it shall be brought before the competent Cameroonian jurisdiction in Bamenda.

Article 38: Production and dissemination of this contract (GAC supplemented)

Twenty (20) copies of this contract shall be produced and disseminated by the Project Owner.

Article 39 and last: Entry into force of the contract (GAC supplemented)

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

Document No. 5:
Description of the supply

3.1 TECHNICAL DESCRIPTION OF SUPPLIES

TABLE DES NORMES DU MODELE "TB2"				
TYPE	LONGUEUR	HAUTEUR TABLE	HAUTEUR BANC	EPAISSEUR PLANCHES
TB2	10CM	55CM	45CM	3CM

DIMENSION DES PIECES A ASSEMBLER POUR UN TABLE-BANC MODELE "TB2" EN CM				
No.	PIECES A USINER	LONGUEUR	LARGEUR	QUANTITE
1.	Montant de la table	72	25 et 20	
	Partie supérieure à l'arrondi	25	14	
	Partie inférieure à l'arrondi	58	20	
2.	Montant du banc	42	20	
3.	Dessus de la table	150	31	
4.	Assise du banc	150	25	
5.	Devanture	104	14	
6.	Pied	75	9	
7.	Pose pied avant et arrière	104	9	
8.	Casier	98	25	
	Total des pital des pieces à assembler			

SPECIFICATION TECHNIQUES	
No.	DESCRIPTION
1	Matériau : bois de type mi-dur
2.	Qualité du bois: bois sain; ne comportant pas de noeuds, de corps étrangers, de fentes ou de fractures d'abattage
3.	Sipo, Sapelli, Makoré, Iroko, (moving-ii éventuellement)
4.	Taux de séchage du bois: taux d'humidité de 17% maximum
5.	Finition: arrêtes arrondies, ponçage mécanique, vernissage en 2 couches (fond dur et vernis cellulosique).

Document No. 6:
Schedule of unit and all-in prices

**UNIT PRICE SCHEDULE FOR THE SUPPLY OF BENCHES IN SOME
GOVERNMENT SECONDARY AND HIGH SCHOOLS IN BOYO- DIVISION OF
THE NORTH WEST REGION (LOT 1)**

S/N	EQUIPEMENT	CARACTERISTICS	Unit	QTY	Amount in Figures	Amount in Words
1	Tables Bancs	MATERIAU-BOIS <ul style="list-style-type: none"> • Le bois devra être sain, c'est- c'est-à-dire ne comportant des nœuds, corps étrangers, fentes ou fractures d'abattage ; • Mi-dur ; • Essence : sipo, sappelli, Makoré ; • Séchage : bois sec avec un taux d'humidité de 17% maximum ; FINITION-MONTAGE : <ul style="list-style-type: none"> • Arrêtes arrondies • Ponçage mécanique • Vernissage (2 couches) • Montage au lieu de livraison 	U	400		
TOTAL SUPPLY						
VAT : 19.25%						
AIR : 2.2%						
TOTAL TAXES INCLUSIVE (TTC)						
NET TO BE PAYABLE						

**UNIT PRICE SCHEDULE FOR THE SUPPLY OF BENCHES IN SOME
GOVERNMENT SECONDARY AND HIGH SCHOOLS IN Menchum DIVISION
OF THE NORTH WEST REGION (LOT3)**

S/N	EQUIPEMENT	CARACTERISTICS	Unit	QTY	Amount in Figures	Amount in Words
1	Tables Bancs	<ul style="list-style-type: none"> • Le bois devra être sain, c'est- c'est-à-dire ne comportant des nœuds, corps étrangers, fentes ou fractures d'abattage ; • Mi-dur ; • Essence : sipo, sappelli, Makoré ; • Séchage : bois sec avec un taux d'humidité de 17% maximum ; FINITION-MONTAGE : <ul style="list-style-type: none"> • Arrêtes arrondies • Ponçage mécanique • Vernissage (2 couches) • Montage au lieu de livraison 	U	317		
TOTAL SUPPLY						
VAT : 19.25%						
AIR : 2.2%						
TOTAL TAXES INCLUSIVE (TTC)						
NET TO BE PAYABLE						

**UNIT PRICE SCHEDULE FOR THE SUPPLY OF BENCHES IN SOME
GOVERNMENT SECONDARY AND HIGH SCHOOLS IN MOMO DIVISION
OF THE NORTH WEST REGION (LOT4)**

S/N	EQUIPEMENT	CARACTERISTICS	Unit	QTY	Amount in Figures	Amount in Words
1	Tables Bancs	<ul style="list-style-type: none"> • Le bois devra être sain, c'est- c'est-à-dire ne comportant des nœuds, corps étrangers, fentes ou fractures d'abattage ; • Mi-dur ; • Essence : sipo, sappelli, Makoré ; • Séchage : bois sec avec un taux d'humidité de 17% maximum ; FINITION-MONTAGE : <ul style="list-style-type: none"> • Arrêtes arrondies • Ponçage mécanique • Vernissage (2 couches) • Montage au lieu de livraison 	U	400		
TOTAL SUPPLY						
VAT : 19.25%						
AIR : 2.2%						
TOTAL TAXES INCLUSIVE (TTC)						
NET TO BE PAYABLE						

Document No. 7: Schedule of detailed estimates

**QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF BENCHES IN
SOME GOVERNMENT SECONDARY AND HIGH SCHOOLS IN BOYO
DIVISION OF THE NORTH WEST REGION (LOT 1)**

S/N	EQUIPEMENT	CARACTERISTICS	Unit	QTY	Unit Price	Total Cost
1	Tables Bancs	<ul style="list-style-type: none"> • Le bois devra être sain, c'est- c'est-à-dire ne comportant des nœuds, corps étrangers, fentes ou fractures d'abattage ; • Mi-dur ; • Essence : sipo, sappelli, Makoré ; • Séchage : bois sec avec un taux d'humidité de 17% maximum ; FINITION-MONTAGE : <ul style="list-style-type: none"> • Arrêtes arrondies • Ponçage mécanique • Vernissage (2 couches) • Montage au lieu de livraison 	U	400		
TOTAL SUPPLY						
VAT : 19.25%						
AIR : 2.2%						
TOTAL TAXES INCLUSIVE (TTC)						
NET TO BE PAYABLE						

**QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF BENCHES IN
SOME GOVERNMENT SECONDARY AND HIGH SCHOOLS IN BUI DIVISION
OF THE NORTH WEST REGION (LOT 2)**

S/N	EQUIPEMENT	CARACTERISTICS	Unit	QTY	Unit Price	Total Cost
1	Tables Bancs	<ul style="list-style-type: none"> • Le bois devra être sain, c'est- c'est-à-dire ne comportant des nœuds, corps étrangers, fentes ou fractures d'abattage ; • Mi-dur ; • Essence : sipo, sappelli, Makoré ; • Séchage : bois sec avec un taux d'humidité de 17% maximum ; FINITION-MONTAGE : <ul style="list-style-type: none"> • Arrêtes arrondies • Ponçage mécanique • Vernissage (2 couches) • Montage au lieu de livraison 	U	400		
TOTAL SUPPLY						
VAT : 19.25%						
AIR : 2.2%						
TOTAL TAXES INCLUSIVE (TTC)						
NET TO BE PAYABLE						

**QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF BENCHES IN
SOME GOVERNMENT SECONDARY AND HIGH SCHOOLS IN MENCHUM
DIVISION OF THE NORTH WEST REGION (LOT 3)**

S/N	EQUIPEMENT	CARACTERISTICS	Unit	QTY	Unit Price	Total Cost
1	Tables Bancs	<ul style="list-style-type: none"> • Le bois devra être sain, c'est- c'est-à-dire ne comportant des nœuds, corps étrangers, fentes ou fractures d'abattage ; • Mi-dur ; • Essence : sipo, sappelli, Makoré ; • Séchage : bois sec avec un taux d'humidité de 17% maximum ; FINITION-MONTAGE : <ul style="list-style-type: none"> • Arrêtes arrondies • Ponçage mécanique • Vernissage (2 couches) • Montage au lieu de livraison 	U	317		
TOTAL SUPPLY						
VAT : 19.25%						
AIR : 2.2%						
TOTAL TAXES INCLUSIVE (TTC)						
NET TO BE PAYABLE						

**QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF BENCHES IN
SOME GOVERNMENT SECONDARY AND HIGH SCHOOLS IN MOMO
DIVISION OF THE NORTH WEST REGION (LOT 4)**

S/N	EQUIPEMENT	CARACTERISTICS	Unit	QTY	Unit Price	Total Cost
1	Tables Bancs	<ul style="list-style-type: none"> • Le bois devra être sain, c'est- c'est-à-dire ne comportant des nœuds, corps étrangers, fentes ou fractures d'abattage ; • Mi-dur ; • Essence : sipo, sappelli, Makoré ; • Séchage : bois sec avec un taux d'humidité de 17% maximum ; FINITION-MONTAGE : <ul style="list-style-type: none"> • Arrêtes arrondies • Ponçage mécanique • Vernissage (2 couches) • Montage au lieu de livraison 	U	400		
TOTAL SUPPLY						
VAT : 19.25%						
AIR : 2.2%						
TOTAL TAXES INCLUSIVE (TTC)						
NET TO BE PAYABLE						