



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

PROJECT OWNER: CITY MAYOR OF THE BAMENDA CITY COUNCIL

CONTRACTING AUTHORITY: CITY MAYOR OF THE BAMENDA CITY COUNCIL

TENDERS BOARD: BAMENDA CITY COUNCIL TENDERS BOARD

**OPEN NATIONAL INVITATION TO TENDER
N°004/ONIT/BCC/ITB/2025 OF 11/03/2025 FOR THE
SUPPLY OF COMPACTOR TO THE BAMENDA CITY
COUNCIL UNDER "EMERGENCY PROCEDURE"**

**FUNDING: PUBLIC INVESTMENT BUDGET FOR 2025 FINANCIAL YEAR
AUTHORIZATION N°**

MARCH 2025

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Document No. 1: Tender Notice



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER N°004/ONIT/BCC/ITB/2025 OF 11/03/2025 FOR THE SUPPLY OF A COMPACTOR TO THE BAMENDA CITY COUNCIL UNDER "EMERGENCY PROCEDURE"

1. Subject:

Within the framework of the execution of the 2025 Public Investment Budget of the Bamenda City Council, the City Mayor wishes to launch an Open National Invitation for the supply of the above-mentioned equipment.

2. Nature of services

The supply shall comprise notably a **compactor** with the following basic characteristics:

Compactor Details			
Type		Caterpillar Brand 26 Tons SEM 526	
Dimensions		Fuel capacity	
Overall length	6650 mm	Fuel tank	286 L
Overall width	2470 mm	Hydraulic tank	80 L
Height to top of cap	3250 mm	Travelling speed	
Rear Wheel Width	2235 mm	Max speed	9.37 Km/h
Ground clearance	476 mm	Drum	
Engine		Drum width	2170 mm
Engine model	WP6G	Drum diameter	1600 mm
Rated power	140 Kw	Vibrating system	
Fixed RPM	1,800 r/min	Vibrational force	405/265 KN
Operational		Frequency	28/32 Hz
Operating weight	26,000Kg		

Inclusive of all other facilities found in a CAT compactor and those spelt out in the special technical specifications.

3. Execution timeframe

The maximum execution timeframe provided for by the Project Owner for the supply subject of this tender is four (04) calendar month.

4. Allotment

The supply in this tender is in a single lot.

5. Estimated cost

The estimated cost of the supply stands at **eighty-one million four hundred and four thousand seven hundred and eighty-four (81,404,784) Francs CFA** inclusive of all taxes

6. Participation and origin

Participation in this invitation to tender is opened to all registered suppliers in the Republic of Cameroon

7. Funding

The supply subject of this invitation to tender shall be funded by the 2025 Public Investment Budget assigned to the Bamenda City Council by MINDDEVEL.

8. Bid bond

Each bidder must include in his administrative documents, a bid bond or its equivalent issued by a first rate-bank or insurance company approved by the Ministry in charge of Finance featuring in this tender file of the amounts of **one million six hundred and twenty-eight thousand ninety-six (1,628,096)**

Francs CFA and valid for thirty (30) days beyond the original date of validity of the bids. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and that of successful bidder shall be retained until the required performance guarantee for good execution is provided, bearing a fiscal stamp.

9. Consultation of the tender file

The file may be consulted during working hours at the SIGAMP Services Bamenda City Council, Tel: 233 36 12 67 and COLEPS Platform www.publiccontract.cm or www.marchespublique.cm, upon publication of the invitation to tender.

10. Acquisition of the tender file

The file may be obtained from the office of the SIGAMP Services Bamenda City Council, Tel: 233 36 12 67 as soon as this notice is published against payment of a non-refundable sum of **eighty-two thousand five hundred (82,500) CFA francs** payable at the Bamenda City Council Treasury under the budgetary head 712 101.

11. Submission of offers

Bids drafted in English or French shall be submitted exclusively only on the COLEPS platform www.publiccontract.cm or www.marchespublique.cm, not later than **02/04/2025 at 10 am server time**. All bids should be in PDF format.

12. Admissibility of bids

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

They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice except CNPS with a validity of one month.

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

13. Opening of bids:

The opening of the bids in one phase shall be done on the **02/04/2025 at 11.00 am** prompt in the Conference Hall of the Bamenda City Council Internal Tender Board by the board members. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity. The bidder is expected to submit a back-up copy of the bids in a USB key sealed in an envelope.

14. Evaluation criteria

The evaluation criteria are of two types: the qualifying criteria and the essential criteria. These criteria are

designed to identify and reject bids incomplete or non-compliant to the essential conditions established in the Bidding Documents relating to Offers including the admissibility of administrative documents, compliance of the technical offer to the CAD specifications and qualification of candidates.

14.1. Elimination criteria

These criteria are designed to identify and reject bids incomplete or non-compliant to essential conditions established in the Bidding Documents relating to Offers including the admissibility of administrative documents and technical qualification of candidates.

These criteria are:

- Absence or insufficient of bid bond or its equivalent;
- False declaration or falsified documents;
- Omission of a quantified task on the bill of quantities and cost estimates
- Non-compliance to the tender model;
- Delivery deadline more than that prescribed.
- Non respect of **75%** of essential criteria,
- Acceptance on the conditions of the contract;
- Non-compliance with the following major technical specifications;
- Non submission of bids online.

Compactor Details			
Type	Caterpillar Brand 26 Tons SEM 526		
Dimensions	Fuel capacity		
Overall length	6650 mm	Fuel tank	286 L
Overall width	2470 mm	Hydraulic tank	80 L
Height to top of cap	3250 mm	Travelling speed	
Rear Wheel Width	2235 mm	Max speed	9.37 Km/h
Ground clearance	476 mm	Drum	
Engine		Drum width	2170 mm
Engine model	WP6G	Drum diameter	1600 mm
Rated power	140 Kw	Vibrating system	
Fixed RPM	1,800 r/min	Vibrational force	405/265 KN
Operational		Frequency	28/32 Hz
Operating weight	26,000Kg		

14.2. Essential criteria

The evaluation of the technical offers will be made following the binary (yes / no) on the basis of the essential qualification criteria below:

- Bidder's references;
- Technical proposal;
- Manufacturer's authorization;
- Availability of spare parts;
- Duration of delivery;
- Financial capacity;
- Conformity to technical specifications;
- Warranty of supply of One (01) year.

Only bidders with who obtain at least 75% of the essential criteria shall be judged technically qualified and admitted for financial evaluation. References should be recent enough (under 10 years) and justified with extracts of contracts. The details of these essential criteria are specified in the evaluation matrix.

15. Award

The contracts shall be awarded to the bidder whose bids shall be judged technically qualified in compliance with the tender file and is evaluated as the lowest.

16. Validity of offers

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

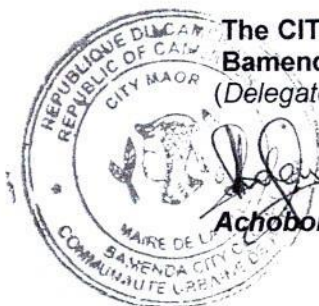
17. Complementary information

Complementary technical information may be obtained during working hours from the SIGAMP Services Bamenda City Council, Tel: 233 36 12 67 and COLEPS Platform www.publiccontract.cm or www.marchespublique.cm, upon publication of the tender.

Bamenda, the

Copies:

- PCRA;
- Chairperson of ITB;
- MINMAP - NWR;
- SIGAMP-BCC
- Notice Board.



The CITY MAYOR
Bamenda City Council
 (Delegated Contracting Authority)

Achobong Paul Tambeng



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°004/AAONO/CUB/CIPM/2025 11/03/2025
POUR LA FOURNITURE D'UN COMPACTEUR A LA COMMUNAUTE URBAINE DE
BAMENDA. SOUS "PROCEDURE D'URGENCE"**

Objet de l'Appel d'Offres

Dans le cadre de l'exécution du budget d'investissement de l'exercice 2025 pour la Communauté Urbaine de Bamenda, le Maire de la lance un Appel d'Offres national ouverte pour la fourniture susmentionné.

2. Consistance de la fourniture

La fourniture objet du présent Appel d'Offres a les caractéristiques suivantes:

Détails du compacteur			
Type		Caterpillar SEM 526 26 tonnes	
Dimensions		Capacité de carburant	
Longueur totale	6650 mm	Réservoir à carburant	286 L
Largeur totale	2470 mm	Réservoir hydraulique	80 L
Hauteur jusqu'au sommet du capuchon	3250 mm	Vitesse de déplacement	
Epattement	2235 mm	Vitesse maximale	9.37 Km/h
Garde au sol	476mm	Tambour	2130 mm
Moteur		Largeur du tambour	2170 mm
Modèle de moteur	WP6G	Diamètre du tambour	1600 mm
Puissance brute	140 Kw	Système vibrant	
Tours fixes par minute	1800 t/min	Force vibratoire	405/265 KN
Opérationnel		Frequence	28/32 Hz
Poids en ordre de marche	26000 Kg		

Y comprise toutes autres accessoires prévus d'un compacteur et ceux prévu dans les spécifications techniques.

3. Délais d'exécution

Le délai maximum de livraison prévu par le Maître d'Ouvrage est quatre (04) mois calendaires à compter de la date de notification de l'ordre de mise en service des prestations.

4. Allotissement

La fourniture est en un seul lot.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de quatre-vingt-onze millions quatre cent quatre mille sept cent quatre-vingt (81,404,780) Francs CFA toute taxes comprises.

6. Participation et origine

La participation au présent appel d'offres est ouverte à toute entreprise Camerounaise spécialisée dans les fournitures.

7. Financement

La fourniture objet du présent appel d'offres sera financée par le Budget d'Investissement Public transfere au Communauté Urbaine de Bamenda par MINDDEVEL, sur la ligne d'imputation budgétaire n°

8. Cautionnement provisoire

Chaque soumissionnaire devra joindre à ses pièces administratives un cautionnement provisoire (garantie bancaire de soumission) ou son équivalence établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agréé par le Ministère des Finances et d'un montant d'un **million six cent vingt-huit mille quatre-vingt-seize (1,628,096) Francs CFA** valable **trente (30) jours** après l'expiration de la validité des offres.

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

9. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables à la Direction des Services SIGAMP, Communauté Urbaine de Bamenda Tel: 677 85 03 32 et COLEPS Platform www.publiccontract.cm or www.marchespublique.cm, dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu au bureau du Directeur des Services SIGAMP, Communauté Urbaine de Bamenda tel: (677 144 131) dès publication du présent avis, contre versement d'une somme non remboursable de **quatre-vingt-six mille sept cents cinquante (86,750) Francs CFA** payable à la Recette Municipale de la Communauté Urbaine de Bamenda sur la ligne d'imputation budgétaire n° 712 101.

11. Remise des offres

Chaque offre rédigée en français ou en anglais a soumettre exclusivement sur la plateforme COLEPS Platform www.publiccontract.cm or www.marchespublique.cm, au plus tard le **02/04/2025 à 10 heures précises** heure du serveur. Toutes les offres doivent être au format PDF:

12. Recevabilité des offres

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

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres exception du document CNPS dont la validité est d'un mois.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable.

13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le **02/04/2025 à 11 heures précises** dans la salle de Conférence de la Communauté Urbaine de Bamenda par la Commission Interne de Passation de Marché.

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.

Le soumissionnaire doit soumettre une copie sauvegarde des offres dans une clé USB scellée dans une enveloppe.

14. Critères d'évaluation

Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres relatives notamment à la recevabilité des pièces administratives, à la conformité de l'offre technique aux spécifications techniques du DAO et à la qualification des candidats.

14.1 Critères éliminatoires

Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres relatives notamment à la recevabilité des pièces administratives et à la qualification technique des candidats.

Ces critères sont les suivants :

- Absence de la caution de soumission ou son équivalence;
- Fausse déclaration ou pièce falsifiée ;
- Absence d'un prix unitaire quantifié ;

- Non-respect du modèle d'appel d'offres;
- Délai d'exécution au-delà de celui prescrit.
- Le non-respect de 75% critères essentiels ;
- Acceptation sous conditions du contrat
- Non-conformité aux spécifications techniques majeures suivantes:
- Offres non soumises en ligne.

Détails du compacteur			
Type		Caterpillar SEM 526 26 tonnes	
Dimensions		Capacité de carburant	
Longueur totale	6650 mm	Réservoir à carburant	286 L
Largeur totale	2470 mm	Réservoir hydraulique	80 L
Hauteur jusqu'au sommet du capuchon	3250 mm	Vitesse de déplacement	
Epattement	2235 mm	Vitesse maximale	9.37 Km/h
Garde au sol	476mm	Tambour	2130 mm
Moteur		Largeur du tambour	2170 mm
Modèle de moteur	WP6G	Diamètre du tambour	1600 mm
Puissance brute	140 Kw	Système vibrant	
Tours fixes par minute	1800 t/min	Force vibratoire	405/265 KN
Opérationnel		Frequence	28/32 Hz
Poids en ordre de marche	26000 Kg		

14.2 Critères essentiels

Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

L'évaluation des offres techniques sera faite suivant le système binaire (oui/non) sur la base des critères essentiels de qualification ci-dessous :

- Références du soumissionnaire ;
- Proposition technique ;
- L'autorisation du fabricant ;
- Preuve de la disponibilité des pièces détachées et des services après-vente;
- Délai de livraison;
- Accès à une ligne de crédit ou à d'autres ressources financières;
- Conformité des spécifications techniques;
- Garantie d'approvisionnement d'Un (01) an.

Seuls les soumissionnaires qui auront obtenu au moins 75% d'éléments positifs seront jugés techniquement qualifiés et admis à l'analyse financière. Les références doivent être récentes et justifiées par des extraits de contrats. Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant en annexe.

15. Attribution

Les contrats seront attribués aux soumissionnaires dont les offres sont jugées essentiellement en conformité au dossier d'appel d'offre et sont évalués les moins-disant.

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 90 jours à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables auprès de la Direction des Services SIGAMP de la Communauté Urbaine de Bamenda Tel: 677 85 03 32 et COLEPS Platform www.publiccontract.cm or www.marchespublique.cm.

Copies :

- ARMP ;
- Présidents CIPM;
- MINMAP - RNO;
- SIGAMP- CUB ;
- Affichage .



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

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A. General

Article 1: Scope of the tender

- 1.1** The City Mayor of the Bamenda City Council hereinafter referred to as the Delegated Contracting Authority, hereby launches an invitation to tender for **the supply of the compactor** described in this Tender File. The name and identification number which formed the subject of the invitation to tender feature in the Special Regulations of the invitation to Tender (SRIT). Hereafter reference is made to it under the term "Supplies".
- 1.1.** The bidder retained or the successful bidder must deliver the equipment within the time- limit indicated in the Special Regulations, which runs from the date of notification of the Administrative Order.
- 1.3** In this Tender File, the terms "Project Owner" and Delegated Project Owner" are not interchangeable and the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

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

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

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

3.2 The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non authentic

documents in his offer, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed to compete

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 The term "originate" shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or 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) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

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

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

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

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

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

B. Tender File

Article 7: Content of Tender File

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

Document N° 1	The tender notice in English and French signed by the Contracting Authority
Document N° 2	The General Regulations of the invitation to tender
Document N° 3	The Special Regulations of the invitation to tender
Document N° 4	The Special Administrative Conditions;

Document N° 5	The description of the supplies which includes: - The list of the supplies and ancillary services; - Technical specifications and for complex projects;
Document N° 6	Schedule of unit and all-in prices
Document N° 7	Schedule of detailed estimates
Document N° 8	Schedule of sub-details of unit and all-in prices
Document N° 9	Model contract;
Document N° 10	Models to be used by bidders;
Document N° 11	List of first-rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

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

Article 8: Clarifications on the Tender File

8.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (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

b.1 Information on qualifications

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

b.2 Technical proposals

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

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

b.3 Proof of acceptance of conditions of the contract

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

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

c. Volume 3: Financial bid

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

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

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

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

Article 13: Bid price

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

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

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

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

- 13.2 The prices offered by the bidder should be firm during the whole duration of the execution of the contract and should not in any manner vary, except there is a contrary provision in the Special Regulations. A bid including a price revision clause will be considered as not being in conformity and set aside, in accordance with article 29(3) of the General Regulations.
- 13.3 In the case where the invitation to tender has several lots, the prices indicated for any given lot should correspond to the total of the articles of each lot and the total quantity indicated for each article. Bidders wishing to offer a rebate in the case of the award of more than one contract shall specify the rebates applicable on each group of lots or each contract of the group of lots, on condition that all the bids are submitted and opened at the same time.

Article 14: Currency of the 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 bidders are expected to log-in on the COLEPS Platform www.publiccontract.cm or www.marchespublique.cm, with their electronic certificate and up load their bids which must have been scanned in PDF format.

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

- 23.1 The bids must be submitted on-line on or before the date line stated in the special regulation 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 10 of the General Regulations on the COLEPS Platform www.publiccontract.cm or www.marchespublique.cm. 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 (not applicable)

Article 25: Modification, substitution and withdrawal of bids

24.1 A bidder may modify and resubmit his bids as many times as possible but on the day of opening only the last submission will be considered.

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 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.

26.3 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.

26.4 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.

26.5 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.

26.6 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: Evaluation of financial 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: Right by the Contracting Authority to declare an invitation to tender unsuccessful or to 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 contract award results and petitions

- 39.1 Any award decision of a public contract by the Project Owner or the Delegated Project Owner shall be inserted with an indication of the price and deadline in the Public Contracts Journal published by the body in charge of the regulation of public contracts or any other publications authorised to do so.
- 39.2 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as

well as the minutes of the award session of the related contract to which shall be appended the evaluation report of the bids.

- 39.3 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 39.4 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 39.5 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, the Contracting Authority and the chairperson of the said Tenders Board.
It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 40: Signing of the contract

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

Article 41: Final Bond

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

**DOCUMENT No. 3: SPECIAL REGULATIONS OF
THE INVITATION TO TENDER**

Special Regulations of the invitation to tender

The following information and data concerning the acquisition of supplies should supplement or specify in the clauses of the General Regulations of the invitation to tender. In case of divergence, the following provisions will prevail over the articles of the General Regulations.

References of the General regulations	General
1.1	<p>Definition of the supplies This tender document concerns THE SUPPLY OF A COMPACTOR TO THE BAMENDA CITY COUNCIL.</p> <p>Name and address of the Project Owner: The City Mayor of the Bamenda City Council, P.O. Box 495 Mankon Bamenda, Tel./Fax: +237-3336-12-67 / +237-3336-13-13</p> <p>Reference of Invitation to tender:</p> <p>OPEN NATIONAL INVITATION TO TENDER N° 004./ONIT/BCC/ITB/2025 OF 11/03/2025 FOR THE SUPPLY OF A COMPACTOR TO THE BAMENDA CITY COUNCIL. UNDER "EMERGENCY PROCEDURE"</p>
1.2	<p>Execution deadline: The execution timeframe is fixed at: Four (04) calendar months</p>
2.1	<p>Source of funding: 2025 Public Investment Budget, Authorization N°</p>
4.1	<p>List of pre-qualified candidates, where applicable: Not applicable</p>
5.1	<p>Criteria of origin of bidders: <i>Participation in this invitation to tender is opened to all registered suppliers in the Republic of Cameroon with financial ability, technical and professional expertise in supplies.</i></p>

6.1 Evaluation criteria

Evaluation criteria

The evaluation criteria consist of two types: the qualifying criteria and essential criteria. These criteria are designed to identify and reject incomplete bids or non-compliant to the essential conditions established in the Bidding Documents relating to Offers including the admissibility of administrative documents, compliance of the technical offer to the CAD specifications and qualification of candidates.

Eliminatory criteria

These criteria are designed to identify and reject incomplete bids or bids non-compliant to essential conditions established in the Bidding Documents relating to Offers including the admissibility of administrative documents and technical qualification of candidates.

These criteria are:

- Absence or insufficient of bid bond or its equivalent;
- False declaration or falsified documents;
- Omission of a quantified task on the bill of quantities and cost estimates

- Absence of the manufacturer's approval or authorization,
- Delivery deadline more than that prescribed.
- Non respect of **75%** of essential criteria,
- Acceptance on the conditions of the contract;
- Non-compliance with the following major technical specifications;
- Non submission of bids online.

Compactor Details			
Type		Caterpillar Brand 26 Tons SEM 526	
Dimensions		Fuel capacity	
Overall length	6650 mm	Fuel tank	286 L
Overall width	2470 mm	Hydraulic tank	80 L
Height to top of cap	3250 mm	Travelling speed	
Rear Wheel Width	2235 mm	Max speed	9.37 Km/h
Ground clearance	476 mm	Drum	
Engine		Drum width	2170 mm
Engine model	WP6G	Drum diameter	1600 mm
Rated power	140 Kw	Vibrating system	
Fixed RPM	1,800 r/min	Vibrational force	405/265 KN
Operational		Frequency	28/32 Hz
Operating weight	26,000Kg		

6.2 Essential criteria

The evaluation of the technical offers will be made following the binary (yes / no) method on the basis of the essential qualification criteria below:

- Bidder's references;
- Technical proposal;
- Availability of spare parts;
- Duration of delivery;
- Financial capacity;
- Conformity to technical specifications;
- Warranty of supply of One (01) year.

Only bidders who obtain at least 75% of the criteria shall be judged technically qualified and admitted for financial evaluation. References should be recent enough (under 10 years) and justified with extracts of contracts. The details of these essential criteria are specified in the evaluation matrix.

12	<p><i>Language of the bid</i></p> <p>The offer and all correspondences and documents exchanged between the Bidder and the Contracting Authority will be written in English or French.</p>
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13.1 - CONTENT OF THE BIDDING DOCUMENTS

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

- a. A stamped declaration of intention to bid (Following the model attached);
- b. Agreement of the group (where need be);
- c. Power of attorney (where need be);

- d. An attestation of non-bankruptcy established by the Court of First Instance or the Chamber of Industry and Trade of the location of the head office less than three (3) months preceding the date of submission of bids;
- e. An attestation of banking domiciliation in the name of the enterprise delivered by a bank approved by the Ministry in charge of Finance of Cameroon;
- f. The receipt of payment of the costs for acquisition of the Tender File carrying the number of this file eighty-two thousand five hundred francs (82,500) CFA;
- g. The bid bond of **one million six hundred twenty-eight thousand ninety-six (1,628,096) Francs CFA**. The said bond should remain valid for thirty (30) days beyond the bids validity date; Bearing a fiscal stamp.
- h. An attestation of non-exclusion from public contracts issued by the PCRB;
- i. An attestation of the National Social Insurance Fund certifying that the Bidder has fulfilled its obligations towards the said fund not older than one month;
- j. At attestation or fiscal conformity that the bidder has done the regular declaration in matters of taxation for the current financial year, dating not more than three months old;
- k. Certified Tax payer's card;
- l. Business registration
- m. Localization plan;
- n. Audited balance sheet for the past 3 years.

ENVELOPE B: TECHNICAL DOCUMENTS

It shall contain the documents cited and placed in the following order;

b.1 Information on qualification

The Special Regulations specify the documents to be furnished by the bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations in accordance with qualification forms to be inserted by the Project Owner in the TF. These documents should include the following:

- *Proof of having executed 3 similar contracts during the last 3 years, with amounts of the said contracts, coordinates of officials of the projects or Contracting Authorities as well as justificatory documents (certified copies of the first and last pages of contracts or jobbing orders, delivery slips signed by the Contracting Authority, minutes of receptions certifying the proper execution of these contracts);*
- *A turnover of not less the 100 million for the past three years;*
- *Qualifications of the supervisory staff.*

b.2 Technical proposals

A methodological note explaining the conditions of insurance, After-sales service, availability of spare parts, planning and deadline for delivery and conformity to technical specifications.

b.3 Proofs of acceptance of conditions of the contract

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

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

- These documents must be arranged in the above-cited order and separated between each other by color separators.

ENVELOPE C: FINANCIAL DOCUMENTS

It shall contain the documents cited and placed in the following order;

N°	DOCUMENT	OPERATION TO BE REALIZED	AUTHENTICATION
C1	SUBMISSION LETTER	Model of the submission letter to be filled and completed as well as indicating the total cost of the proposal	Date, signature, name and stamp of the bidder and stamped with a fiscal stamp
C2	SCHEDULE OF UNIT PRICES	Model of the schedule of unit prices to be dully filled and completed in figures and in words	Visa on each page and signed and dated on the last page by the bidder
C3	SUB DETAILS OF UNIT PRICES	Decomposition of the unit prices of elementary tasks	Visa on each page and signed and dated on the last page by the bidder
C4	DETAILED BILL OF QUANTITIES AND COST ESTIMATES	Model of the detailed bill of quantities and cost estimates to be dully filled and completed	Visa on each page and signed and dated on the last page by the bidder

Amount and currency of the offer	
14.3.	All duties, taxes and charges payable by the Bidder under the future contract or otherwise, thirty (30) days before the deadline for submission of bids will be included in the price and the total amount of its bid.
14.4.	The prices of the contract are not revisable.
15.1.	Not relevant
15.2. and 15.3	<i>Currency reserved for the conversion to a single currency: The franc CFA. Source of exchange rate: The Bank of Central African States (BEAC). Date of exchange rate: _____</i>
Preparation and submission of bids	
16.1.	<i>Period of validity of bids:</i> The period of validity of bids shall be 90 days from the date of submission of bids
17.1	Amount of the bid bond: The amount of the bid bond is 1,628,096 F CFA

18.1.	Venue, date and time of preparatory meeting to the establishment of bids: <i>Not applicable</i>
19.1.	Number of copies of the bid which must be filled and sent: Bids shall be submitted online on the COLEPS Platform www.publiccontract.cm or www.marchespublique.cm
20.2.	Address of the Contracting Authority: <i>Bamenda City Council, P O Box 495 Mankon Bamenda.</i>
21.1.	Date and time-limit for submission of bids: Bids shall be submitted online on the COLEPS Platform www.publiccontract.cm or www.marchespublique.cm On the 02/04/2025 at 10:00 am server time.
22.1	<i>Place, date and hour for the opening of the bids:</i> The Conference Hall of the Bamenda City Council Internal Tenders Board on the 02/04/2025 at 11.00 am local time. Bidders are expected to come with a back-up copy of the bid in a USB
	Evaluation and comparison of bids
31.2.	Currency retained for the conversion into a single currency: the CFA Francs Source of exchange rate: Bank of Central African States Date of exchange rate: _____
32.2	The method of evaluation of technical variants shall be following: <i>Not relevant.</i>
33.1.	National bidders shall <i>[not]</i> benefit from a margin of preference during evaluation. <i>Not relevant.</i>
	Award of the contract
34.1	The contract shall be awarded to the bidder whose bid has been judged essentially in compliance with the tender file and is evaluated the lowest.
	Final bond
39.1	The final bond is 2% of the Contract and will be established according to the model provided in this Invitation to Tender.
39.2	

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

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Chapter I: General

Article 1: Subject of contract

The subject of the contract must be in consonance with article 1 of the GAC relating to the scope of application. The subject of this contract shall be **the supply of a compactor to the Bamenda City Council**.

Article 2: Contract award procedure:

This contract shall be awarded through Open National Invitation to Tender N° 004/ONIT/BCCITB/2025 of 11/03/2025.

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

3.1 General definitions (cf. Code)

- The **Contracting Authority** is the Minister of Decentralization and Local Development.
- The **Delegated Contracting Authority** shall be the City Mayor of the Bamenda City Council. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- The **Project Owner** is the City Mayor of the Bamenda City Council. He represents the beneficiary administration of the works.
- The Attributions of **Contract Manager** are devolved on the Director of Technical Services of Bamenda City Council who on the basis of the supply's attachment, signs and liquidates the payments.
- The Contract Engineer shall be **Divisional Delegate of State Property and Land Tenure for Mezam**, hereinafter referred to as the **Contract Engineer**.
- The **Delegated Contract Engineer** shall be the Chief of Garage in the Department of Technical Services of the Bamenda City council hereinafter referred to as the **Delegated Contract Engineer**.
- The **Supplier** is the holder of the contract for the supply of an excavator to the Bamenda City Council.
- The competent Tenders Board is the Bamenda City Council Internal Tenders Board.

3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be: The City Mayor of the Bamenda City Council.
- The authority in charge of liquidation: The Director of Technical Services BCC;
- The body or official in charge of payment shall be *The Regional Treasurer of the North-West Region*;
- The competent official to furnish information within the context of execution of this contract shall be the City Mayor of the Bamenda City Council. (his competent services)

Article 4: Language, applicable law and regulation

4.1 The language to be used shall be English or French.

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

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

Article 5: Standards (article 3 of GAC supplemented)

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

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

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

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) here under;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The execution draft;
- 7) The General Administrative Conditions applicable on supply contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract

Article 7: General instruments in force

This contract shall be governed by the following general instruments:

1. Law No 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5th August 1996 on the management of the environment;
5. Law No. 2022/020 of 27 December, 2022 on the Financial Regime of the State of Cameroon for the 2023 Financial Year
6. Law No. 2019/024 of December, 2019 on the General Code of Decentralized Territorial Communities.
7. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
8. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;

9. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
10. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
11. Instruments governing the various professional bodies;
12. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
13. 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;
14. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
15. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
16. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
17. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
18. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
19. Order No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
20. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owner's circular.
21. Circular N° 00013995/C/MINFI of 31/12/2024 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;
22. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
23. The MINCOMMERCE Decree setting the Price List
24. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of markets reserved for craftsmen, small and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
25. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
26. Applicable standards;
27. Other instruments specific to the domain concerned with the Contract;
28. Circular 000006/LC/MINMAP/CAB of 05/02/2025 guiding the obligation for categorization of enterprise in the building and construction and road works;
29. Decree No 2018/0002/PM of 05/01/2018 fixing the modalities and condition for awarding contracts electronically;

30. Decree No 333/A/MINMAP/CAB of 27/12/2024 outlining the calendar of migration toward the exclusive award of contracts electronically.

Article 8: Communication (Articles 6 and 10 supplemented)

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

- a) In the case where the supplier is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the supply was done;
- b) In the case where the Project Owner is the addressee:
Sir/Madam_____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

8.2 The Supplier shall address all written notifications or correspondences to the Engineer with a copy to the Contract Manager.

Article 9: Administrative Orders (Article 8 of GAC)

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

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

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

- 9.7 The Supplier has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 9.8 Concerning Service Orders signed by the Contracting Authority and notified by the Contract Manager, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.**

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

- 10.1 The contract shall be executed in a single phase.

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

- 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 up to 10%.
- 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 bonds (Articles 29 and 41 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 of the notification of the contract.

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

12.2 Performance bond

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

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

12.3 Guarantee of start-off advance

The rates and conditions of the start-off guarantee shall be maximum 40% of the amount inclusive of all taxes and guaranteed at 100%, at the request of the contractor.

Article 13: Amount of the contract (Articles 18 and 19 of GAC supplemented)

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

- Amount 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

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

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

Article 15: Price variation (Article 20 of GAC)

14.1 Prices shall be fixed and not subject to any revision.

14.2 Price updating modalities is not necessary

Article 16: Price revision formulae (article 21 of GAC)

Not necessary

Article 17: Price updating formulae (article 21 of the GAC) (Not applicable)

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

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

Article 18: Works under State supervision (Article 22 of GAC supplemented)

18.1 The percentage of works under State supervision shall be 2 % of the amount of the contract and its additional clauses, where applicable.

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

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;

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

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

Not applicable.

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

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

Article 21: Advances (article 28 of the GAC)

21.1 The Contracting Authority may grant a start-off advance of 40 % of the amount of the contract.

21.2 This advance whose value cannot exceed forty (40) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.

21.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the services reaches eighty (80) percent of the amount of the contract.

21.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.

21.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

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

22.1 Establishment of services delivered:

The Supplier shall be paid after the services are rendered, on presentation of a bill in ten (10) copies including one (1) original and nine (9) photocopies stamped in conformity with the regulations in force, attaching the reception report; (one bill exclusive of VAT and the other inclusive of taxes).

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

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

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

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

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

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

22.2 Payment of services:

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

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

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

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

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

A. Penalties for delay

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

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

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

B. Specific penalties [amount to be indicated]

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

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

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

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

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

26.1 After completion of the works and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

26.2 The Contract manager has at their disposal a deadline of seven (7) days to notify the corrected project and accepted by the Engineer.

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

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

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

- the final detailed account,
- the balance
- the previous payments.

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

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

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

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

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

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

All taxes inclusive prices mean VAT included.

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

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

Chapter III: Execution of services

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

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

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

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

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

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

32.1 The time-limit for the execution of the services subject of this contract shall be: four (04) calendar months.

32.2 This time-limit shall run from the date of notification of the Service Order to commence the services.

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

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

Article 34: Patent

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

Article 35: Place and duration of delivery

35.1 The place of delivery is: The Bamenda City Council.

35.2 The duration of execution of the services subject of this contract is: four (04) calendar months.

35.3 This duration runs as from the date fixed in the Service Order to the services.

Article 36: Transport and insurance

36.1 Packaging for the transport

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

36.2 Insurance

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

Article 37: Testing and related services

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

Article 38: After sales service and consumables

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

After the period of guarantee, the Supplier will guarantee the availability of workshops for repairs with qualified personnel capable of assuring all repairs necessary for the good

functioning of the equipment and a sufficient stock of spare parts. He must be able to Supply spare parts.

Chapter IV: Acceptance

Article 39: Documents to be furnished before the technical reception

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

- A copy of the Supplier's bill describing their quantities, their unit price and the total price;
- Notification of the delivery;
- Certificate of guarantee of the manufacturer or of the Supplier;
- Certificate of origin.

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

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

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

40.2 The reception commission shall include:

1. The Contracting Authority's representative – President;
2. The Contract Manager or his representative – Member;
3. The Secretary General – BCC - Member;
4. The Contract Engineer – Secretary;
5. The Divisional Delegate MINDDEVEL – Mezam – Member;
6. The Representative of MINMAP - Observer;
7. The Delegated Contract Engineer – Member;
8. The Store Accountant BCC – Member;

The Supplier is invited by a letter to the reception at least ten (10) days before the date of reception. He is bound to attend (or be represented).

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

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

The provisional reception will be sanctioned by a report of provisional reception signed on the spot by all the members of the Commission.

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

40.3 The period of guarantee starts from the date of the provisional reception.

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

41.1 At the completion of the services and within 30 days after the provisional reception, the contractor shall provide the purchase receipt, insurance policy and all other documents to facilitate registration of the equipment.

41.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with 41.1 above.

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

42.1 The guarantee period shall be one (01) year from the date of the provisional acceptance of the services.

42.2 During the period of guarantee, the Supplier shall repair all breakdowns due to defects of maintenance and make the first revisions

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

43.1 Final acceptance shall take place within a maximum deadline of fifteen (15) days from the expiration of the guarantee period.

43.2 The Project Manager shall not be a member of the commission.

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

Chapter V: Sundry provisions

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

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

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

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

A case of unforeseen circumstance or insurmountable event, which shall disturb the Supplier from carrying out all or a part of his contractual obligations.

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

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

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

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

Article 47: Production and dissemination of this contract

Ten (10) copies of the contract shall be produced at the cost of the Contracting Authority and given to the Contract Manager after registration for dissemination.

Article 48 and last: Entry into force of the contract

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

Document No. 5 : Description of the Supply

Article 01: WORK DESCRIPTION

The purpose of this open invitation to tender is to supply of a compactor to the Bamenda City Council with characteristics as shown below.

Article 02: GENERAL OBLIGATIONS OF THE CONTRACTOR

The contractor shall carry out these services in compliance with the special technical provisions and the specifications here below:

Compactor Details			
Type		Caterpillar Brand 26 Tons SEM 526	
Dimensions		Fuel capacity	
Overall length	6650 mm	Fuel tank	286 L
Overall width	2470 mm	Hydraulic tank	80 L
Height to top of cap	3250 mm	Travelling speed	
Rear Wheel Width	2235 mm	Max speed	9.37 Km/h
Ground clearance	476 mm	Drum	
Engine		Drum width	2170 mm
Engine model	WP6G	Drum diameter	1600 mm
Rated power	140 Kw	Vibrating system	
Fixed RPM	1,800 r/min	Vibrational force	405/265 KN
Operational		Frequency	28/32 Hz
Operating weight	26,000Kg		

NB. The accompanying documents to be provided alongside the compactor are the windscreen licences and the registration certificate.

ARTICLE 03: GUARANTEE AND AFTER-SALES SERVICE

3.1. Guarantee

The warranty period is set at twelve months from the date of the provisional technical acceptance of the compactor. During the warranty period, the other party must maintain at his own expense the compactor in normal operating condition. For this purpose, he must:

- Execute at the request of the Owner up to three technical visits for the purpose of adjusting the equipment.
- Ensure the refurbishment of the equipment within ten days of written notification of a failure due to design or manufacturing defects.

Technical visits and any interventions will be done in Bamenda. If the counterparty could not carry out a repair on site, the costs of transporting the equipment to the place of the intervention will be at his expense. In the event that the contracting party does not ensure the repair of the equipment within the required time, the Project Owner will be obliged to have it done at his own expense without jeopardizing the guarantee. If, despite the intervention of the other party, defects in the equipment persist, the other party will be obliged to replace it at his own expense. In this case, the 12-month warranty period will run again from the date of bringing the replacement equipment into service.

3.2. After sales service

The counterparty must have in Cameroon a permanent representation, a repair shop in Bamenda and sufficient stock of spare parts

Document No. 6:
Schedule of unit prices

SCHEDULE OF UNIT PRICES FOR THE SUPPLY OF A COMPACTOR		
N° Price	Description of task and unit price in words	Unit price in figures (F.CFA)
100	<p><u>A mono cylinder compactor</u> This price remunerates under the general conditions previewed in the contract per UNIT (U) the supply of a mono cylinder compactor to the Bamenda City Council as prescribe in the special Technical Clauses (STC).</p> <p>The UNIT at _____ Francs CFA</p>	
200	<p>Accessories: This price remunerates under the general conditions previewed in the contract in LUMP SUM accessories for a mono cylinder compactor supplied to the Bamenda City Council as prescribe in the special Technical Clauses (STC)</p> <p>The LUMP SUM at _____ Francs CFA</p>	
300	<p>After sale services: This price remunerates under the general conditions previewed in the contract in LUMP SUM after sale services (Full tank fuel, oiling and greasing, general technical control, Matriculation Number)</p> <p>The LUMP SUM at _____ Francs CFA</p>	

Document No. 7: Bill of quantities and cost estimates

BILL OF QUANTITIES AND COST ESTIMATES FOR THE SUPPLY OF A COMPACTOR					
N°	Description	Unit	QTY	Unit price	Total Price
100	The supply of a mono cylinder compactor	U	1		
200	Accessories for a mono cylinder compactor	LS	1		
300	After sale services (Full tank fuel, oiling and greasing, general technical control, Matriculation Number)	LS	1		
TVA (19.25%)					
IR (2.2%)					
TOTAL EAT					
TOTAL IAT					
NET PAYMENT					

Amount in letters: _____

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

Document No.8: sub-detail of prices