

REPUBLIC OF CAMEROON
Peace - Work - Fatherland
NORTH WEST REGION
BUI DIVISION
DIVISIONAL OFFICE KUMBO
TEL/FAX: 233-22- 12 - 12



REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie
REGION DU NORD - OUEST
DEPARTEMENT DE BUI
PREFECTURE DE KUMBO

THE PROJECT OWNER: SENIOR DIVISIONAL OFFICER

**DELEGATED CONTRACTING AUTHORITY: THE SENIOR
DIVISIONAL OFFICER**

BUI DIVISIONAL TENDERS BOARD

TENDER FILE



OPEN NATIONAL INVITATION TO TENDER

**No 05/ONIT/PPRD/BDTB/2025 of 23/05/2025
FOR THE EQUIPMENT OF G.B.H.S KUMBO IN BUI DIVISION,
NORTHWEST REGION
(EMERGENCY PROCEDURE)**

PROJECT OWNER: **THE SENIOR DIVISIONAL OFFICER**

FINANCING: **PPRD - 2025**

BUDGET HEAD: **59 B1 976 02 650001 524411**

FINANCIAL YEAR 2025

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REPUBLIC OF CAMEROON
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NORTH WEST REGION
BUI DIVISION
DIVISIONAL OFFICE KUMBO
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REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie
REGION DU NORD – OUEST
DEPARTEMENT DE BUI
PREFECTURE DE KUMBO

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER FILE No 05./ONIT/PPRD/BDTB/2025 OF 23/05/2025 FOR THE EQUIPMENT OF G.B.H.S KUMBO, IN BUI DIVISION, NORTH WEST REGION

1) **SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the 2025 Presidential Plan for Reconstruction and Development of the North west Region, the State of Cameroon represented by the Senior Divisional Officer for Bui hereby launches in an **EMERGENCY PROCEDURE** an open national invitation to tender for the equipment of G.B.H.S Kumbo in Bui Division, Northwest Region.

2) **NATURE OF SUPPLIES:** The services of this contract comprise notably: the **Procurement of equipment for G.B.H.S Kumbo, in Bui Division, North west Region**

3) **EXECUTION DEADLINE:** The maximum deadline for the execution provided for by the Delegated Contracting Authority shall be **two months (60 calendar days)**, with effect from date of notification of the Service Order to start supplies.

4) **Estimated cost:** The estimated cost after preliminary studies is Twenty million (20,000,000) fcfa

Subject	Amount for the Project	Vote of Charge N°	Expenditure Authorization N°
Equipment of G.B.H.S KUMBO, BUI DIVISION, North west Region	20,000,000 FCFA	59 B1 976 02 650001 524411	

5) **Participation and origin:** Participation to this invitation to tender is open to Cameroonian enterprises that comply with the fiscal laws.

6) **FINANCING:** The said supplies shall be financed as per the 2025 Presidential Plan for Reconstruction and Development of the Northwest Region assigned to the Senior Divisional officer for Bui. Budget Head N° **59 B1 976 02 650001 524411**

7) **BID BONDS:** Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **400.000** francs CFA four hundred thousand FCFA, and valid for thirty (30) days beyond the date of validity of bids.

8) **CONSULTATION OF TENDER FILE:** The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Delegated Contracting Authority (Service in charge of the award of contracts) during working hours at the Divisional Office Kumbo.

Subject	Locality	Amount for the Project	Bid Bond	Tender fee
Equipment of G.B.H.S KUMBO, BUI DIVISION, North west Region	Kumbo	20,000,000 FCFA	400.000frs	50.0000frs

9) ACQUISITION OF TENDER FILE: The file may be obtained from the Divisional Office Kumbo as soon as this notice is published against payment of a non-refundable sum of **50.000** francs CFA fifty thousand FCFA, payable at any Public Treasury.

10) SUBMISSION OF OFFERS: Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one **(01) original and six (06) copies** labelled as such. These shall be submitted in one sealed pack containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. The sealed pack shall bear no information about the company and shall reach the Divisional Office Kumbo, Service in charge of the award of contracts not later than **12/06/2025 at 10am** local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER FILE No 05ONIT/PPRD/BDTB/2025 of 23/05/2025
FOR THE EQUIPMENT OF G.B.H.S KUMBO, BUI DIVISION, NORTHWEST REGION
(To be opened only during bids opening session)**

11) ADMISSIBILITY OF BIDS: Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) 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. 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.

123) OPENING OF BIDS: The offers shall be opened in a single phase, in the conference hall of the Divisional Office, Kumbo, on **12/06/2025 at 11:00am**. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected.

13) Evaluation criteria

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

A. Eliminatory criteria

1. -Absence or non-conformity of a document in the administrative file.
2. -Deadline for delivery higher than prescribed.
3. -False declaration or falsified documents.
4. -Absence or insufficient bid bond.
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
6. -Incomplete financial file.
7. -Omission of a unit prix.
8. -Non-respect of **80%** of essential criteria.

B. Essential criteria

- 1- General presentation of the tender files.
- 2- Financial capacity.
- 3- References of the company in similar achievements.
- 4- Attestation and report of site visit.
- 5- Logistics.
- 6- Special Technical Clauses initialed in all the pages.
- 7- Special Administrative Clauses completed and initialed in all the pages.

14) Award: This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum of **80%** of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the

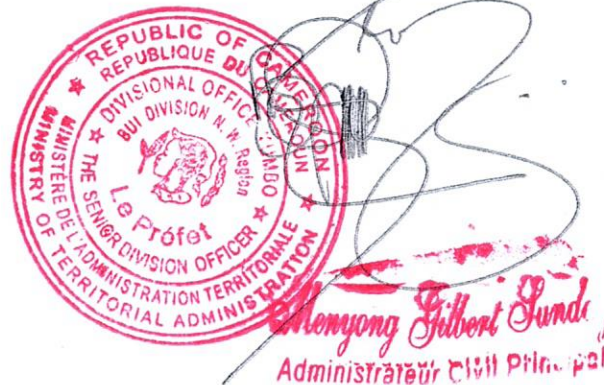
offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 80% of the essential criteria.

15) DURATION OF TENDER VALIDITY: Bidders will remain committed to their offers for a period of ninety (90) days from the last date of the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

16) FURTHER INFORMATION: Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at the Divisional Office Kumbo.

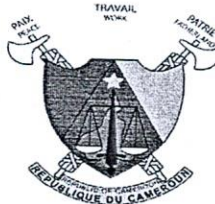
17) AMENDMENT TO THE INVITATION TO TENDER: The Delegated Contracting Authority reserves the right, if warranted, to subsequently amend this invitation to tender.

Kumbo, the **23 MAY 2025**
THE SENIOR DIVISIONAL OFFICER FOR BUI
(Delegated Contracting Authority)



Copies:

- MINMAP
- ARMP
- Chairperson BDTB
- DCSP/Bui
- Notice Boards



AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 05./ONIT/PPRD/CPMB/2025 DU 23/05/2025 POUR L'EQUIPEMENT DU LYCEE BILINGUE DE KUMBO, DEPARTEMENT DU BUI, REGION DU NORD-OUEST

1) OBJET DE L'APPEL D'OFFRES : Dans le cadre de l'exécution du Plan Présidentiel de Reconstruction et de Développement de la Région du Nord-Ouest 2025, l'Etat de Cameroun représenté par, le Prefet du Departement du Bui lance en **PROCEDURE D'URGENCE** un Appel d'Offres national ouvert pour **L'EQUIPEMENT DU LYCEE BILINGUE DE KUMBO, DEPARTEMENT DU BUI, REGION DU NORD-OUEST**

Consistance des EQUIPEMENT : Les EQUIPEMENT comprennent notamment : La procurement des équipements pour le Lycée Bilingue de Kumbo, Département du Bui, Région du Nord-ouest.

2) DELAI D'EXECUTION : Le délai prévu pour l'achèvement des EQUIPEMENT du présent appel d'offre est de soixante jours continus (02 mois) à partir du jour de la notification de l'ordre de service.

3) Coût prévisionnel : Le coût prévisionnel de l'opération à l'issue des études préalables est de ;

Projet	coût prévisionnel	N° de l'imputation	N° de l'autorisation De dépense
L'équipement Lycee Bilingue de Kumbo, Département du Bui, Région du Nord-ouest	20,000,000 FCFA	59 B1 976 02 650001 524411	

4) Participation et origine : La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.

5) FINANCEMENT : Les EQUIPEMENT, objet du présent appel d'offres sont financés par le Plan Présidentiel de Reconstruction et de Développement du Nord-Ouest, 2025 assigné au Prefet du Departement du Bui sur la ligne d'imputation budgétaire. **59 B1 976 02 650001 524411.**

Project	Localité	coût prévisionnel	cautionnements provisoires	Achat DAO
L'équipement du Lycée Bilingue de Kumbo, Département du Bui, Région du Nord-ouest	Kumbo	20,000,000 FCFA	400.000frs	50.0000frs

6) CAUTIONNEMENT PROVISoire : Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une **garantie** de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréé par le Ministère en charge des Finances d'un montant égal à **400.000** (quatre cent mille) francs cfa. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

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

8) CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractante Délégué (Service de passation des marchés) pendant les heures ouvrables à la préfecture de Kumbo..

9) ACQUISITION DU DOSSIER D'APPEL D'OFFRES : Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables à la préfecture de Kumbo, contre versement d'une somme non remboursable de **50.000Franc cfa**, payable à la Recette des Finances Publique.

10) REMISE DES OFFRES : Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels seront remise au Service de Passation des Marchés, situé à la préfecture de Kumbo, au plus tard le **12/06/2025 à 10 heures**. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Ce paquet devra porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT No.05/ONIT/PPRD/BDTB/2025 DU 23/05/2025 POUR
L'EQUIPEMENT DU LYCEE BILINGUE DE KUMBO, DEPARTEMENT DU BUI, REGION DU NORD-OUEST**

«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

11) RECEVABILITÉ DES OFFRES : Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

12) Ouverture des plis : L'ouverture des plis se fera le **12/06/2025 à 11heures**, heure locale en une phase à la préfecture de Kumbo (SALLE DE CONFERENCE) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

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

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

A - Critères éliminatoires

Il s'agit notamment :

- 1- Absence ou non-conformité d'une pièce administrative ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Absence ou insuffisance de la caution provisoire de soumission ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,
- 7- Absence d'un prix unité dans l'offre financière ;
- 8- Le non-respect de 80% des critères essentiels ;

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Attestation et rapport de visite du site ;
- 5- Moyens logistiques ;
- 6- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 7- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

14) Attribution : Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **80%** de l'ensemble des critères essentiels pris en compte. Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **80%** des critères essentiels.

15) DUREE DE VALIDITE DES OFFRES : Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

16) Les Renseignements Complémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés, préfecture de Kumbo.

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

Kumbo, le **23 MAY 2025**
THE SENIOR DIVISIONAL OFFICER
 (AUTORITE CONTRACTANTE)



Memjong Gilbert Sunde
 Administrateur CIVIL Principal

Copies :

- MINMAP
- ARMP
- Président/CDPMBui
- CSDP/BUI
- Affichage.

General Regulations of the Invitation to Tender

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A. General

Article 1: Scope of the tender:

1.1. The Delegated Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the supplies described in the Tender notice and briefly described in the Special Regulations.

1.2 The bidder retained or the preferred bidder must complete the supplies within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.

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

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

Article 3: Fraud and corruption:

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

a) The following definitions shall be admitted:

a.1 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.

a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract.

a.3 "Collusive practices" shall 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 bids at levels not corresponding to those resulting from competition.

a.4 "Coercive practices" shall 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.

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

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed competing:

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 entrepreneurs, 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, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

b.1 Is or was associated in the past with 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

b.2 Presents more than one bid within the context of 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.

b.3 The Delegated Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

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 supervisory authority of the Contracting Authority or Project Owner.

Article 5: Building materials, materials, supplies, equipment and authorised services:

5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder:

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

6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and

6.1.2 Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

Where necessary, bidders should provide information relating to the following points:

- (i) The production of certified balance sheets and recent turnovers.
- (ii) Access to a line of credit or availability of other financial resources.
- (iii) Orders acquired and contracts awarded.
- (iv) Pending litigations; and

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

a. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that 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 in the Special Regulations and justified with the production of a joint venture agreement in due form.

d. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Delegated Contracting Authority with regard to the execution of the Contract.

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

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender.

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

Article 7: Visit of supplies site:

7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the supplies. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Project Owner shall authorize the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

7.3 The Project Owner may organize a visit of the site of the supplies during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

B. TENDER FILE

Article 8: Content of Tender File:

8.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice.

Document No. 3. The General Regulations of the invitation to tender.

Document No. 4. The Special Regulations of the invitation to tender.

Document No. 5. The Special Administrative Conditions.

Document No. 6. The Special Technical Conditions.

Document No. 7. The schedule of unit prices.

Document No. 8. The bill of quantities and estimates.

Document No. 9. The sub details of unit prices.

Document No. 10. Model documents of the contract:

- The execution schedule.
- Model of forms presenting the equipment, personnel and references.
- Model bidding letter.
- Model bid bond.
- Model final bond.
- Model of bond of start-off advance.
- Model of guarantee in replacement of the retention fund.
- Model contract.

Document No. 11. Models to be used by bidders.

- Model contract.

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized to issue bonds for public contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, 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 compliance with all aspects of the said file.

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the Delegated Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Delegated Contracting

Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the Delegated Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

9.2 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 in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

10.1 The Delegated Contracting Authority may at any moment, prior to the deadline for the submission of bids 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.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Delegated Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C PREPARATION OF BIDS

Article 11: Tender costs: The candidate shall bear the costs related to the preparation and presentation of his bid and the Delegated Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of bid: The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

13.1 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:

a.1 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.

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender.

a.3 The written confirmation empowering the signatory of the bid to commit 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 list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

b.2 Methodology: The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the supplies and specifying the organization and programme which the bidder intends to put in place or use to execute the supplies (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

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

- The Special Administrative Conditions (SAC).
- The Special Technical Conditions (STC).

b.4 Commentaries (optional): A commentary on the technical choices of the project and possible proposals.

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

- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate.
- The duly filled Unit Price Schedule.
- The duly filled detailed estimates.
- The sub-details of prices and/or breakdown of all-in prices.
- The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

13.2 If in accordance with the provisions of the Special Regulations of the 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 14: Bid price:

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the supplies described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.

15.2 Option A: The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

- a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the supplies shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

15.3 Option B: The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

- a. The prices of inputs necessary for the supplies which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency".
- a. The prices of inputs necessary for supplies which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the supplies, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

Article 16: Validity of bids:

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not complying.

16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 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 shall he be authorised to do so.

16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by 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 addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of supplies by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be considered for purposes of evaluation of bids.

Article 17: Bid bond

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

17.2 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 the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

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

17.5 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.

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity.
- (b) if the retained bidder:

b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations.

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.

b.3 Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

18.1 Where the supplies can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the Secondary solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid complies with the Secondary solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the supplies, these parts of the supplies must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 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.

20.2 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 shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialed by the signatory (ies) of the bid.

20.3 The bid shall be bearing no modification, suppression or alteration unless such corrections are initialed by the signatory (i.e.) of the bid.

D. SUBMISSION OF BIDS**Article 21: Sealing and marking of bids**

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The external and internal envelopes:

a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations.

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority to return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 22: Date and time-limit for submission of bids

22.1 The bids must be received by the Delegated Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Delegated 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. 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 23: Late bids: Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Delegated Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. OPENING OF ENVELOPES AND EVALUATION OF BIDS

Article 25: Opening of envelopes and petitions

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

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

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

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

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

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialed copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copy 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 attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential nature of the procedure

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

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

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids 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 may do so in writing.

Article 27: Clarifications on the bids and contact with the Delegated Contracting Authority

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto is 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 30 of the General Regulations.

27.2 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 28: Determination of compliance of bids

28.1 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.

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

28.3 A bid that complies with 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 reservation is that:

- Which substantially limits the scope, quality or realization of the supplies.
- which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract.
- Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

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

28.5 The Delegated 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 29: Qualification of the bidder: The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

- a. Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

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

c. Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected, and the bid bond may be seized.

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

32.1 Only bids considered as complying, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

- a. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations.
- b. By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of supplies done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c. By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations.
- d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorized by the Special Regulations.
- f. If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the supplies to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Delegated Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders: National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

Article 34: Award

34.1 The Delegated Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance 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

34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by considering the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the Delegated Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure: The Delegated Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids 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 36: Notification of award of the contract: Before the expiry of the validity of the bids set in the Special Regulations, the Delegated Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the supplies and the execution time-limit.

Article 37: Publication of results of award and petitions

37.1 The Delegated 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 attached the evaluation report of the bids.

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

37.3 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.

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Delegated Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Delegated Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Delegated Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the supplies.

39.2 The bond whose rate varies between 2 and 5 per cent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

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

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Ref. of the General regulations	General
1.1	Definition of supplies: Equipment of G.B.H.S KUMBO, BUI DIVISION, North West Region Name and address of the Delegated Contracting Authority: The Senior Divivisional Officer for Bui Reference of Invitation to tender: No 05/ONIT/PPRD/BDTB/2025 of 23/05/2025
1.2	Execution deadline: Sixty (60) days
2.1	Source of financing: Supplies which form the subject of this invitation to tender shall be financed by the 2025 Presidential Plan for the Reconstruction and development of the Northwest, budget head No. 59 B1 976 02 650001 524411
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

Eliminatory criteria

1. .Absence of administrative document not rectified within 48 hours;
2. -Deadline for delivery higher than prescribed.
3. -False declaration or falsified documents.
4. -Absence or insufficient bid bond.
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file.
7. -Omission of a unit price in the financial bid.
8. -Non-respect of 80% of essential criteria.

Essential criteria

- 1- General presentation of the tender files.
- 2- Financial capacity.
- 3- References of the company in similar achievements..
- 4- Logistics.
- 5- Attestation and report of site visit ;
- 6- Special Technical Clauses initialed in all the pages.
- 7- Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO). This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least **80%** of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **80%** of the essential criteria.

ARTICLE 7: Language of the bids: The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being

accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

ARTICLE 8: PRESENTATION OF THE TENDER

The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

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

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

**OPEN NATIONAL INVITATION TO TENDER No.05/ONIT/PPRD/BDTB/2025 of 23/05/2025
FOR THE EQUIPMENT OF G.B.H.S KUMBO, BUI DIVISION, NORTH WEST REGION
(To be opened only during bids opening session)**

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

8.2 Internal envelopes

Three (03) internal envelopes must be sealed in an external envelope.
The first internal envelope shall be labeled.

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

ADMINISTRATIVE DOCUMENTS.

DOCUME NT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury
A.6	A bid bond of 400.000 FCFA (four hundred thousand) FCFA issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	<i>Attestation of tax compliance certificate, not more than three months).</i>
A.11	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.

The absence or the nonconformity of the one of these documents will result to the elimination of the offer

The second Internal Envelope shall be labeled **<<ENVELOPE B: TECHNICAL DOCUMENT>>** and shall contain the following:

B.1	General presentation of the tender files		
	-Document spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of supplies executed. (minutes of final reception for up to 2024 projects) Minimum acceptable: 02 Contracts realized in the domain over the past years		
	1st Reference		
	2 nd reference		
B.3	TECHNICAL PROPOSALS		
B.3.1	Duration of execution in respect with the Tender file		
B.4	FINANCIAL CAPACITY		
B.4.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. % To be verified		
B.5	Attestation of site visit signed by the contractor on his own honour		
B.6	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.7	Special Technical Clauses initialed in all the pages and last page signed		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 3)
C2	Completed and signed framework of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides from as well in the original as in the copies, to facilitate its examination

Supply price

ARTICLE 9: Currency of payment: This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non revisable for the whole of the supplies and the equipment defined in the present Invitation to tender. The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

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

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

ARTICLE 10: Transport and delivery: The equipment must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

ARTICLE 11: Guarantee and retention guarantee

11.1 Provisional guarantee: The amount of the provisional guarantee or guarantee of tender is fixed at FCFA (..... FCFA). The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

11.2 Final Bond: The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country. It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

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

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

ARTICLE 12: Period of validity of the offers: The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers. If at the end of this period, the contract was not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 13: A number of copies of the offer which must be filled and sent: The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

**OPEN NATIONAL INVITATION TO TENDER No 05/ONIT/PPRD/BDTB/2025 of 23/05/2025
FOR THE EQUIPMENT OF G.B.H.S KUMBO, IN BUI DIVISION, NORTHWEST REGION
TO BE OPENED ONLY DURING THE OPENING SESSION»**

ARTICLE 14: Date and latest time of deposit of offers: The offers will have to arrive under closed fold and seal latest 12/06/2025 at 10:00am, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**DIVISIONAL OFFICE KUMBO
SERVICE OF PUBLIC CONTRACTS
TEL.: 675771500**

Beyond this time no offer will be received nor accepted.

ARTICLE 15: Opening of the tenders: The opening of the folds will be carried out in the conference room of the Divisional Office, Kumbo on 12/06/2025 as from 11:00 AM, by the Divisional Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 16: Award of the contract: The Tenders Board will propose to the Delegated Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 80% of the essential criteria** considered. The decision carrying attribution of the contract will be published by way of press release or any other means of publication of use in the Administration.

If the contract passed on the basis of technical alternative suggested by the bidder, the contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible. To this end, it is specified that a bidder cannot claim to be compensated, if action is not taken on his offer. The Delegated contracting authority reserves the right not to act on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.

DOCUMENT No. 4:
SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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Chapter I: General

Article 1: Subject of contract: The purpose of this contract is for the equipment of G.B.H.S Kumbo, Bui Division.

Article 2: Contract award procedure: This contract shall be awarded by an Open National Invitation to Tender

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

3.1 General definitions (cf. Code)

- **The Delegated Contracting Authority:** shall be the **Senior Divisional Officer for Bui**: He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- **The Contract Engineer:** shall be the **Divisional Chief of state property for BUI**, hereinafter referred to as the Engineer.
- **The Project Owner:** is the **Senior Divisional Officer for Bui**. He represents the beneficiary administration of the supplies.
- **The Contract Manager:** shall be **Divisional Delegate of contracts MINMAP BUI**, He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- **The Project Manager** shall be **the Principal of G.B.H.S Kumbo**. He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The contractor shall be *[to be specified]*.

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

- The authority in charge of ordering payment shall be *the the Senior Divisional Officer for Bui*
- The authority in charge of the clearance of expenditures shall be *the Divisional Finance controller*.
- The body or official in charge of payment shall be *the Divisional Treasurer BUI*.
- The official competent to furnish information within the context of execution of this contract shall be *the Senior Divisional Officer for Bui*

Article 4: Language, applicable law and regulation

1.4 The language to be used shall be *[English or French]*.

1.5 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 considered without gain or loss for either party.

Article 5: Constituent documents of the contract (Article 4 of GAC): The constituent contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter.
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder.
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices.
- 6) Plans.

- 7) The General Administrative Conditions applicable on public supplies 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 6: General instruments in force: This contract shall be governed by the following general instruments.

1. *Framework Law No. 96/12 of 5 August 1996 on the management of the environment.*
2. *The Mining Code.*
3. *Instruments governing the various professional bodies.*
4. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
5. *Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts.*
6. *Decree N° 2018/366 of 20 June 2018 to institute the Public Contracts Code;*
7. *Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013.*
8. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts.*
9. *The circular N° 00013995/C/MINFI of 31st December 2024 bearing instructions relating to the implementation of the finance laws, the monitoring and control of the execution of the Budgets of the state and other public entities for the 2025 financial Year.*
10. *Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance.*
11. *Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies*
12. *Unified Technical Documents (DTU) for BUILDing supplies.*
13. *Applicable standards.*
14. *Other instruments specific to the domain concerned with the contract.*

Article 7: Communication (Articles 6 and 10 supplemented)

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

- a) In the case where the contractor is the addressee: Sir/Madam THE CONTRACTOR
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 Nkambe, the chief town of the Division in which the work was done;
- b) In the case where the Project Owner is the addressee:
Sir/Madam the **Senior Divisional Officer for Bui**, with a copy addressed to the, 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 **Senior Divisional Officer for Bui** with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

1.2 The contractor shall address all written notifications or correspondences to the Project engineer with a copy to the Contract Manager.

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

8.1 The Administrative Order to start execution of supplies shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.

8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a

copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.

8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.

8.5 Administrative Orders for suspension or resumption of work because of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.

8.6 Administrative Orders prescribing supplies necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of five (5) days** from the date of transmission by the Contracting Authority to the Project Owner. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

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

9.1 This contract shall be in one phase only. At the end of a phase, the Project Owner shall carry out the acceptance of the supplies and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall by himself be replaced by a member of staff of equal competence (qualifications and experiences).

10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the supplies shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties *[to be specified where need be]*.

Chapter II: Financial conditions

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

11.1 Final bond: The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the

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

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

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

Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented): The amount of this contract as indicated by the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

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

Article 13: Place and method of payment: The Project Owner shall release the sums due in the following manner:

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

Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC): (not applicable)

Article 16: Price updating formulae (article 21 of the GAC): (not applicable)

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

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

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

- The quantities considered shall be the hours used or the quantities of BUILDing materials and materials used that was the subject of joint job cost sheets.
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits.
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices.
- BUILDing materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling.

- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to consider the overheads, profits and the contractors unforeseen.

Article 18: Evaluation of supplies (article 23 of the GAC): This contract is at *[unit price, all-in price or unit and all-in price]*.

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

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

Article 20: Advances (article 28 of the GAC)

20.1 The Contracting Authority *may* grant a start-off advance *equal to 20 % of the amount of the contract*.

20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.

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

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

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

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

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

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

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

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

- [1-2.2 and/or – (7.5 or 15%)] paid directly into the account of the contractor.
- 2.2 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved. The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month. The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

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

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

Article 22: Interest on overdue payments (Article 31 of the GAC): Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

A. Penalties for delay

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

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

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

B. Specific penalties [amount to be indicated]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 27: Tax and customs regulations (article 36 of the GAC): Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes.
- Registration dues in accordance with the Tax Code.
- Dues and taxes attached to the execution of services provided for in the contract.
- o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- 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 28: Stamp duty and registration of contracts (article 37 of GAC): Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of supplies

Article 29: Nature of the supplies (article 46 of GAC): The supplies shall include especially: (position or volume of supplies) (*To be specified cf. Special Technical Conditions*)

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

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

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

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

31.1 The time-limit for the execution of the supplies forming the subject of this contract shall be **one hundred and twenty (120) days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the supplies.

Article 32: Role and responsibilities of the contractor (article 40 of the CAG): The detailed and general plan of progress of the supplies shall be communicated to the Project Manager in *five (05)* copies at the beginning of each.

Article 33: Provision of documents and site (article 42 of the GAC): A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager*. The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the supplies progress.

Article 34: Insurance of structures and civil liabilities (article 45 of GAC): The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (*to be adapted*):

- *Liability insurance, business manager.*
- *Comprehensive insurance of the site.*

- Insurance covering its ten-year obligation, where applicable.

Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented): [Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

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

a) Within a minimum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the Project Engineer the execution programme of the supplies, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

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

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

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

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

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

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

Failure to provide the above documents within the stated time limit shall attract a penalty of 3,000 (three thousand) per day for the first 30 days, 6,000 (six thousand) per day from day 31 to day 60 and 9,000(nine thousand) per day from day 61.

35.2 Execution draft

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

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

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

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

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

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

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

Article 37: Implantation of structures: The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the Secondary points and levels of the project.

Article 38: Sub-contracting (article 54 of the GAC): The part of the supplies to be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

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

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

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

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

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

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

NB: the Site logbook must be such that two carbon copies of each page are left behind.

Article 41: Use of explosives (article 60 of the GAC): *[Specify the possible restrictions or bans]*

Chapter IV: Acceptance

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS: Before the acceptance of the supplies the contractor shall ask in writing to the control Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different supplies that have been executed.
- Findings and statement of the unexecuted task envisaged in the present jobbing order.
- Findings relative to the completion of the work
- Findings on the quantity of supplies that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Control Engineer,
- Contractor.

During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding supplies to be affected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the contract.

42.2 Acceptance: The acceptance commission shall comprise:

- The Authorizing Officer (Chairman)
- The Divisional delegate of MINMAP or his representative..... (Observer)

The Contractor or his Representative.....(Member)
The Project manager..... (Member)
The Control Engineer..... (Secretary)

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

Article 43: GUARANTEE PERIOD: The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering supplies.

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

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

44.2 The Project Manager shall be member of the commission. The procedure for final acceptance shall be the same as for provisional acceptance

Chapter V: Sundry provisions

Article 45: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

Article 46: Case of force majeure (article 75 of the GAC): If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

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

Article 47: Disagreements and disputes (article 79 of the GAC): Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 48: Production and dissemination of this contract: Ten (10) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 49 and last: Entry into force of the contract: This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Delegated Contracting Authority.

Document No. 5:
TECHNICAL SPECIFICATIONS (TS)

1 – GENERALITIES: These present special technical specifications concern the Equipment of **G.B.H.S KUMBO, BUI DIVISION, North West Region**. It is the duty of the contractor to realize the supplies as per the clauses of the contract and approved by the competent authority and sample models of equipments and furniture provided by the project owner. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an execution plan showing clearly how he intends to proceed with the supplies.

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

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

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

12 – ORIGIN and QUALITY OF equipment: all equipment shall have its origin from approved sources in Cameroon

THE UNIT PRICE SCHEDULE

Unit Price Scheduled for the Equipment of G.B.H.S Kumbo, Bui Division					
NO	DESIGNATION	U	QTY	U.P in Figures	U.P in words
A	PRILIMINARY DURIN AND AFTER WORKS				
1	Documentation and contracting formalities	Item	1		
2	Transportation and installation	item	1		
B	FURNITURE EQUIPMENT				
3	Visitor 's chairs of good quality/Hard wood or metallic/Joinery framed/ material or leather on foam seat/Locally made or imported	U	3		
4	Office table with return side shelve-computer table/1.8m long/ imported or locally made	U	1		
5	Office file cupboard of wooden glazed shutters /2 compartments/subdivided into smaller shelves/1.8mX1,2m/ Locally made or imported	U	1		
6	Medium office chair of semi leather clothing/ mobile and adjustable seat/black/vinyl rolling legs/arms/ imported or locally made of similar high quality	U	1		
C	ELECTRONIC EQUIPMENT				
7	Current backup « ONDULEUR » APC 1100VA BACKUPS	U	1		
8	Provide and install Light wave digital Automatic voltage regulator/converter 3000VA	U	1		
9	Supply of surge protector distributor ; nagu/6 current socket with 4 USB sockets	U	1		
10	Supply of HP Colour Lazerjet PRO MFP M479FNW/Print, copy, scan, fax, email/wireless/Refillable ink taks/or similar quality	U	1		
11	Complete desktop Computer/3.2GHZ/I TB-HD/4GB Ram/CD-DVD RW/Windows 10/17 inches screen/core i5 or i7 including all installation acessories.	U	1		
12	Supply of A3 Photocopier ; Canon image RUNNER 2425i or similar high quality/ Print, Copy, Scan, send and Optional fax/ Print resolution : 600X600 dpi/maximum paper size of A3/ Min. printing speeds : Up to 25 ppm (A4), up to 12 ppm (A3), up to 11 ppm (A4R)/ print method ; B/W laser beam/Memory ; 2.0GB RAM/ Paper cassettes ; 2 paper cassettes of standard size : A3,A4,A4R,A5R, B4, B5, B5R/ Storage : Standard : 64GB Cmmc (available space : (30GB)/ Power ; 250V, 50/60 Hz, 10 Amp ; Maximum Approx. 1,500W.	U	1		
13	Supply of classroom teacher's table of good quality. Hard wood/ with drawer/joinery framed/Locally made. Clear vanish finish/1.80m long	u	4		
14	Classroom teacher's chair of good quality/hardwood/joinery framed/material or leather on foam seat and back rest/arms.locally made/ clear vanish finish	u	4		

15	Classroom, wooden wall locker of diadatic materials and classroom documents; Hard wood/ joinery framed/arms locally made/ clear vanishfinish/2compartments/subdivided into smaller shelves/150cmx80cm	u	4		
16	Classroom benches/ hardwood/locally madewith joinery framed/ grooved top edge for pens/clear vanish finish/open shelve/65x75x110cm	u	220		

BILL OF QUANTITIES AND COST ESTIMATES

Bill of Quantities and Cost Estimates for the Equipment of G.B.H.S Kumbo, Bui Division					
NO	DESIGNATION	U	QTY	U.P	AMOUNT
A	PRILIMINARY DURIN AND AFTER WORKS				
1	Documentation and contracting formalities	Item	1		
2	Transportation and installation	item	1		
B	FURNITURE EQUIPMENT				
3	Visitor 's chairs of good quality/Hard wood or metallic/Joinery framed/ material or leather on foam seat/Locally made or imported	U	3		
4	Office table with return side shelve-computer table/1.8m long/ imported or locally made	U	1		
5	Office file cupboard of wooden glazed shutters /2 compartments/subdivided into smaller shelves/1.8mX1,2m/ Locally made or imported	U	1		
6	Medium office chair of semi leather clothing/ mobile and adjustable seat/black/vinyl rolling legs/arms/ imported or locally made of similar high quality	U	1		
C	ELECTRONIC EQUIPMENT				
7	Current backup « ONDULEUR » APC 1100VA BACKUPS	U	1		
8	Provide and install Light wave digital Automatic voltage regulator/converter 3000VA	U	1		
9	Supply of surge protector distributor ; nagu/6 current socket with 4 USB sockets	U	1		
10	Supply of HP Colour Lazerjet PRO MFP M479FNW/Print, copy, scan, fax, email/wireless/Refillable ink taks/or similar quality	U	1		
11	Complete desktop Computer/3.2GHZ/I TB-HD/4GB Ram/CD-DVD RW/Windows 10/17 inches screen/core i5 or i7 including all installation acessories.	U	1		
12	Supply of A3 Photocopier ; Canon image RUNNER 2425i or similar high quality/ Print, Copy, Scan, send and Optional fax/ Print resolution : 600X600 dpi/maximum paper size of A3/ Min. printing speeds : Up to 25 ppm (A4), up to 12 ppm (A3), up to 11 ppm (A4R)/ print method ; B/W laser beam/Memory ; 2.0GB RAM/ Paper cassettes ; 2 paper cassettes of standard size : A3,A4,A4R,A5R, B4, B5, B5R/ Storage : Standard : 64GB Cmmc (available space : (30GB)/ Power ; 250V, 50/60 Hz, 10 Amp ; Maximum Approx. 1,500W.	U	1		
13	Supply of classroom teacher's table of good quality. Hard wood/ with drawer/joinery framed/Locally made. Clear vanish finish/1.80m long	u	4		
14	Classroom teacher's chair of good quality/hardwood/joinery framed/material or leather on foam seat and back rest/arms.locally made/ clear	u	4		

	vanish finish				
15	Classroom, wooden wall locker of diadatic materials and classroom documents; Hard wood/ joinery framed/arms locally made/ clear vanishfinish/2compartments/subdivided into smaller shelves/150cmx80cm	u	4		
16	Classroom benches/ hardwood/locally madewith joinery framed/ grooved top edge for pens/clear vanish finish/open shelve/65x75x110cm	u	220		
	Total without taxes				
	VAT (19.25%)				
	AIR(2.2 % or 5.5)				
	TOTAL WITH TAXES				
	NET PAYMENT				

CLOSED THIS ESTIMATE AT THE SUM OF : TWENTY MILLION FRANCS CFA (ALL TAX INCLUSIVE)

DOCUMENT N^o. 8
FRAMEWORK OF SUB-DETAIL OF PRICES

DESIGNATION: Studies and site installation						
No	Daily out put		Total quantity	Unit	Duration of activity	
WORKMAN SHIP	Category	No	Daily wage	Days up	break	Amount
TOTAL A						
EQUIPMENT/MACHINES	Type	No	Daily rate	Days up	break	Amount
TOTAL B						
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount	
TOTAL C						
D	DIRECT TOTAL COST			A+B+C		
E	GENERAL SITE EXPENSESES			Dx%		
F	GENERAL OFFICE EXPENSES			Dx%		
G	NET COST			D+E+F		
H	RISK + BENEFITS			Gx%		
P	TOTAL COST (HT)			G+H		
V	UNIT COST (HT)			P/Q'TY		

REPUBLIC OF CAMEROON
Peace - Work - Fatherland
NORTH WEST REGION
BUI DIVISION
DIVISIONAL OFFICE KUMBO
TEL/FAX: 233-22- 12 - 12



REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie
REGION DU NORD - OUEST
DEPARTEMENT DE BUI
PREFECTURE DE KUMBO

Document No. 9:
Model contract

JOBGING ORDER No No...../ONIT/PPRD/BDTB/2025 of
Awarded after OPEN NATIONAL INVITATION TO TENDER No 05/ONIT/PPRD/BDTB/2025 of 23/05/2025
FOR THE EQUIPMENT OF G.B.H.S KUMBO, BUI DIVISION, NORTHWEST REGION

Project Owner: THE SENIOR DIVISIONAL OFFICER FOR BUI.

HOLDER : [indicate name and full address of holder]

P.O. Box _____, Tel: _____ Fax: _____

Business Registry No. _____ at
Taxpayer's No. _____

SUBJECT : Execution of _____ supplies;
Lot No. _____; Network _____

PLACE: G.B.H.S KUMBO, IN BUI DIVISION,; NORTHWEST REGION
EXECUTION DEADLINE: Ninety days (03) months
AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : PPRD 2025
BUDGET HEAD :

SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

Between:

The Government of the Republic of Cameroon, represented by the Senior Divisional Officer for Bui, hereinafter referred to the "Delegated Contracting Authority"

On the one hand,

And

_____(enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ Page ...and last of Jobbing Order N°. ____/JO/PPRD/BDTB/2025 OF _____
 awarded after an Open National Invitation to Tender N° ____/ONIT/PPRD/BDTB/2025
 With

EXECUTION DEADLINE _____ (____) months

Amount of contract in CFA F:

IAT	
EVAT	
VAT (
AIR (1.1 or 5.5 %)	
Net to be paid	

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

DOCUMENT No. 10
MODEL FORMS APPLICABLE

FORM N° 1:
DECLARATION OF THE INTENTION TO TENDER

COMPANY'S LETTER HEAD

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1500frs

I, the undersigned Mr,

Nationality

Function

In my capacity as General Manager of P.O. BOX TEL:.....

Hereby acknowledge receipt of the file for Tender Notice

N° of

Concerning the

.....

.....

And hereby declare my intention to tender for the said contract.

Done at On the

General Manager

FORM N° 02
THE MODEL TENDER LETTER

I (We) the undersigned

Acting in the capacity of in the name and on behalf of.....

.....atRC N°.by virtue of the power vested in me (us),
resident at (Town), P.O.Box....., telephone N°. after having studied all the
documents of the tender file relating to the Invitation to Tender N°., and after having assessed
in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the
job, I (we) do hereby tender and commit myself (ourselves) to carry out supplies for the **EQUIPMENT of G.B.H.S**
KUMBO, BUI DIVISION,, North West Region

, in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA
(.....Francs) *Total without Tax+VAT*, calculated on the basis of the unit prices stated in the
Unit Price List and the detailed estimates, appended to this tender. The prices stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within three (03) months
as from the date of notification of the award of contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a period of sixty
(60) days with effect from the deadline for submission of bids.

I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in the national currency
(FCFA) in account No..... opened in the name of....., in the records of (Bank)
at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be enclosed with the tender letter.

Done at....., on.....

Signature(s)

Bidder(s)

For companies, indicate:

Fiscal stamp

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned » (Name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned,..... »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves »

FORM N° 03
THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To The Senior Divisional Officer for Bui.

Invitation to Tender No.

BID BOND FOR THE EXECUTION OF THE **EQUIPMENT of G.B.H.S KUMBO, BUI DIVISION,,** Northwest Region

The Contractor (5) hereby submits on to the Senior Divisional Officer for Bui a bid relating to the **EQUIPMENT of G.B.H.S KUMBO, BUI DIVISION,,** North West Region

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Senior Divisional Officer for Bui, acting in the capacity of Delegated Contracting Authority, a bid bond amounting to CFA Francs (6).

By this guarantee, we the undersigned, (7)..... with our registered office in are committed towards the Senior Divisional Officer for Bui, through the bidder for the sum of CFA Francs (in figures)..... (in full).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by the Senior Divisional Officer for Bui, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the Senior Divisional Officer for Bui. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the company shall be the successful bidder, after presentation of the performance bond which shall be kept by the Senior Divisional Officer for Bui.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank

FORM N° 04
MODEL BID BOND

Whereas _____ (Hereafter called the "the bidder")
has submitted its bids dated _____, Here in after called "the bid")
KNOW YE ALL PEOPLE by the presence that WE _____, having our registered office at
_____ hereinafter called "the Bank", are bound onto the Senior Divisional Officer Bui
(hereinafter called "the Delegated Contracting Authority) in the sum of _____ for
which payment will and truly be made to the said Delegated Contracting Authority, the bank binds itself, its successors,
and assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the contract.
We undertake to pay the Delegated Contracting Authority up to the above amount upon receipt of his first written
demand, without the Delegated Contracting Authority having to substantiate his demand, provided that in his demand the
Delegated Contracting Authority will note that the amount claimed by him is due to him, owing to the occurrence of one
or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including _____ () days after the period of bid validity. Any
demand in respect thereof should reach the bank not later than the above date.

Sealed with the common seal of the said bank this _____ day of _____

SIGNATURE OF BANK AUTHORITY

FORM N° 05
THE MODEL PERFORMANCE BOND (RETENTION FUND)

Bank

Reference of guarantee: No.

To: THE SENIOR DIVISIONAL OFFICER FOR BUI

Invitation to Tender No.

PERFORMANCE BOND FOR THE EXECUTION OF THE **EQUIPMENT of G.B.H.S KUMBO, BUI DIVISION,, North West Region**

We..... (Bank) have been informed that a contract has been signed between the **SENIOR DIVISIONAL OFFICER FOR BUI** acting in the capacity of Delegated Contracting Authority, and....., acting as contractor for the **EQUIPMENT of G.B.H.S KUMBO, BUI DIVISION,, North West Region**

In compliance with the provisions of Contract N°., the contractor is bound to present to the **SENIOR DIVISIONAL OFFICER FOR BUI, Delegated Contracting Authority**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs

We,(bank) do hereby commit ourselves irrevocably and without arguing to pay to the **SENIOR DIVISIONAL OFFICER FOR BUI**, at his first written request, and three (03) months the amount of this bond., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the **SENIOR DIVISIONAL OFFICER FOR BUI** The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the **SENIOR DIVISIONAL OFFICER FOR BUI**, Bamenda. The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps

**MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF
ADVANCE**

Bank

Reference of guarantee No.....

To THE SENIOR DIVISIONAL OFFICER FOR BUI

Invitation to Tender N°.

**BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION
SUPPLIES**

We..... (Bank) have been informed that a contract shall be signed between the **SENIOR
DIVISIONAL OFFICER FOR BUI**, acting in the capacity of Delegated Contracting Authority, and.....
....., acting as contractor for the **EQUIPMENT of G.B.H.S KUMBO, BUI DIVISION,, North West Region**

In compliance with the provisions of Article of Contract N°, the contractor shall be bound to present to
the **SENIOR DIVISIONAL OFFICER FOR BUI** Delegated Contracting Authority, a bank guarantee with the purpose
to assure the refund of the start-off advance granted to the company and amounting to CFA Francs
.....

We,(bank) do hereby commit ourselves, irrevocably and without arguing to pay **SENIOR
DIVISIONAL OFFICER FOR BUI**, at the written request the **SENIOR DIVISIONAL OFFICER FOR BUI**, and
within four (04) weeks the amount of this guarantee. all the amounts that the contractor
may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with
confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This
letter shall be countersigned by the **SENIOR DIVISIONAL OFFICER FOR BUI**.

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee
shall be kept by the internal Tenders Board. The guarantee shall be released upon refund of the full amount of the
advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 07
THE MODEL UNDERTAKING BY THE BIDDER

Name of project:.....Invitation to tender N° :.....

EQUIPMENT of G.B.H.S KUMBO, BUI DIVISION, Northwest Region

I (We) the undersigned (8)

Acting in the capacity of (9)in the name and on behalf of (10) atRC N°by virtue of the power vested in me (us), domiciled at P.O Box..... (Town), telephone No., after having studied all the documents of the tender file relating to the Invitation to Tender No., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out supplies for the **EQUIPMENT of G.B.H.S KUMBO, BUI DIVISION**, North West Region in keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within(.....) months as from the date of notification of award of the contract.

I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a period of sixty (60) days with effect from the deadline for submission of bids.

Done at, on

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« Represented by the undersigned » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office) « Constituted in a group of companies for the execution of this contract, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

FORM N° 08
MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I the undersigned, _____ a _____ (specify
diploma or certificate) and holder of National Identity Card N° _____ issued on
_____ at _____ Tel: _____ is committed and available to work
as _____ (specify post to be occupied) with _____ (name of
company) if awarded the contract for _____ (indicate the name of project) BUI
Division of the North West Region. This is in response to Tender N°

Done in _____ the _____

Sign; _____

Certified at On the

By

REMARK- This form shall be certified by the National Security Service (i.e. Police officer or Commissioner)

DOCUMENT N°11 : ANNEXES

ANNEX N° 01

THE MODEL CURRICULUM VITAE

Name & First name: _____

Date of birth: _____

Nationality: _____

Level of education _____

Languages Spoken	Level	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

Training school: _____

Date of admission : _____

Date of graduation : _____

Diploma obtained: _____ Date _____

Specific knowledge: Publication, research work _____

Date of start of service: _____

Nature of service rendered: _____

Number of years of service: _____

Number of years in the company: _____

Date of start of service in the company : _____

WORK EXPERIENCE (*)

(*) – Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.

- The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he held in the said projects.

ANNEX N° 02
THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							

NB: For each contract named in the above list, are attached the following:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional acceptance report and of final acceptance (*as the case may be*).

Done on, at

Mr (Messrs).....

Signature(s).....

ANNEX N° 03
MODEL EQUIPMENT LIST

SN	DESIGNATION <i>Description & frame (châssis) number</i>	MARK (& HORSEPOWER <i>if vehicle</i>)	REGISTRATION NUMBER <i>(if vehicle)</i>	QUANTITY	STATUS <i>(Hired or owned)</i>
1					
2					
3					
etc					

I the undersigned, _____ holder of National Identity Card N° _____ issued on _____ at _____ being Managing Director of this Company called _____ testifies that the above information is correct and commit myself to present any of the above equipments and tools at any given time requested. As well any of them must be present at the site before and during each phase at any given moment required or requested by the Authorities in charge of the project I am tendering for.

Remark- For equipment I will take on hire I hereby attached to this form certified attestations (*lease documents*) of commitment between I and the Owner(s) of the equipment(s).

Done on....., at

Signed

ANNEX N° 04

KEY STAFF

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				
SUPPORT STAFF				

ANNEX N° 05
MODEL OF SUB- DETAIL OF UNIT PRICE

NO	DESIGNATION	U	QTY	U.P	AMOUNT

ANNEX N° 06
MODEL OF SITE VISIT REPORT
[not more than five (05) pages]

I) INTRODUCTION

TENDER N° (with project title)

.....

NAME OF COMPANY.....

DATE:..... TIME:.....

II) COMMENTARY:

II-1) Nature of the project site.....

II-2) Accessibility to the project site:

II-3) Vegetation (trees, shrubs etc)

II-4) Topography of the site.....

NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO JUSTIFY MY COMMENTARY ABOVE

III) AVAILABILITY OF SERVICES (water, electricity, etc)

IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL (stones, sand, gravel, wood etc)

V) DIFFICULTIES :

.....

V) CONCLUSION.....

.....

SIGNATURES :

Signature of the Beneficiary Head of Service
or Representative And stamp seal and name

Signature of Contractor's Engineer
and name

Signature of Managing Director, name and Entreprise stamp

ANNEX N° 07
THE EVALUATION GRID
ANNEX 7: EVALUATION GRID

FOR THE EQUIPMENT OF G.B.H.S KUMBO, IN BUI DIVISION, DIVISION BUI DIVISION OF THE NORTH WEST REGION.

ADMINISTRATIVE DOCUMENTS.

NO	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the public contract Regulatory Board (ARMP)		
A.8	An Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of tax centre		
A.10	<i>Attestation of tax compliance certificate, not more than three months).</i>		
A.11	Certified Copy of a valid taxpayer's card, delivered by the chief of tax centre		
A.12	A Clearance Certificate signed by the chief of tax centre stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		

EVALUATION GRID OF TECHNICAL BID		YES	NO
N°	EVALUATION CRITERIA AND SUB-CRITERIA	YES	NO
B)	ESSENTIAL CRITERIA		
B.1	General presentation of the tender files		
	<ul style="list-style-type: none"> - Document spirally bound - Table of content page - Color sheets separation - Presentation of documents in the order given in this tender 		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of supplies executed. (minutes of final reception for up to 2013 projects) Minimum acceptable: 02 Contracts realized in the domain of BUILDing construction over the past 05 years		
	1st Reference		
	2nd reference		
B.3	TECHNICAL PROPOSALS		

B..3.1	Duration of execution in respect with the Tender file		
B.4	FINANCIAL CAPACITY An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. % To be verified		
B.5	Attestation of site visit signed on his honour.		
B.6	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.7	Special Technical Clauses initialed in all the pages		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed		

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 80% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **80%** of the essential criteria.

A - Eliminatory criteria

- Absence of administrative document not rectified within 48hours,.
- False declaration or falsified documents ;
- Absence or insufficient bid bond.
- Unjustified financial capacity;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Bids submitted after the deadline of submission.
- Incomplete technical and financial files
- Omission of a unit price in the financial bid.
- Non respect of 80% of essential criteria.

B - Essential criteria

- General presentation of the bids
- Financial capacity of the company.
- Experience of the company ;
- Quality of personnel and management of the company.
- Technical equipment ;
- Methodology for the execution of supplies

11. Main qualification criteria

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum from at least **80%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **80%** of the essential criteria.

ANNEX 8: MODELE ATTESTATION OF SITE VISIT

I the undersigned Mr./Mrs./Miss[Surname and Name of visitor] Engineer or representative of the Company:..... (Name of Enterprise),

has actually visited the site which is going to receive the structure relative to tender OPEN NATIONAL INVITATION TO TENDER No 05/ONIT/PPRD/BDTB/2025 of 23/05/2025 FOR THE EQUIPMENT OF G.B.H.S KUMBO, BUI DIVISION, NORTHWEST REGION

The interested person declares:

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

In Testimony Whereof, this present **ATTESTATION OF SITE VISIT** is established and issued to serve the purpose it deserves.

Date
The Head Teacher

Date
Stamp of enterprise

Signature and Names

Signature and Names of the Engineer

Preliminary studies

[To be systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts]

Annex No. 7: Justification of preliminary studies

1. Attach the preliminary studies.
2. Indicate
 - 2.1. The date studies were carried out.
 - 2.2. The name of the public or private Project Manager
 - 2.3. References of the contract, if Private Manager carried it out;
 - 2.4. If maintenance supplies
 - 2.4.1 Description of the studies.
 - 2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
- 2.5 EQUIPMENT or new supplies
 - 2.5.1 Are quantities in the quotations the same as those of the studies?
 - 2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
 - 2.5.3 Attach the said studies.

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

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

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

I- BANKS

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

II- Insurance companies

14. Chanas Insurance;
15. Activa Insurance
16. Zenith Insurance